

STM

MTT 26



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

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

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

February 28, 2014

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

SOLE SOURCE
 60% General funds
 40% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source**, amendment to the existing lease with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, New Hampshire 03561 (Vendor #157708) for the Littleton District Office space, by increasing the price limitation in the amount of \$132,418.14 to \$3,867,671.64 from \$3,735,253.50 and by extending the term six months to September 30, 2014, effective April 1, 2014 or upon Governor and Council approval, whichever is later, through September 30, 2014. Governor and Council approved the original lease on May 22, 1996 late item "R", option to extend September 13, 2006 item #93, option to extend September 17, 2008, item #55, amendment October 20, 2010, item #61, amendment August 24, 2011, item #35, and amendment October 16, 2013, item #46. Funds are available in SFY 2014 and SFY 2015.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 1997	022-500248	Rents-Leases Other than State	\$146,755.17	\$ 0.00	\$146,755.17
SFY 1998	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
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SFY 2013	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2014	022-500248	Rents-Leases Other than State	\$188,670.96	\$ 66,209.07	\$254,880.03
SFY 2015	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 66,209.07	\$ 66,209.07
Total			\$3,735,253.50	\$ 132,418.14	\$3,867,671.64

EXPLANATION

The Department of Health and Human Services provides health and human services to the clientele in the Littleton area through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Littleton District Office location since 1996, currently housing forty employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to six months. The amendment reflects an increase of six months in the term of the lease. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. During this period the Department will facilitate the completion of Phase II of the current Request for Proposal process, which has taken more time than planned due to certain recent program changes affecting the business model of the office. The Department needs up to six (6) month to complete the Request for Proposal Phase II process and to obtain all required authorizations for any resulting lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$19.95 per square foot gross which remains the same for the amendment term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 13,275 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Courier in March 1995. The space search produced only one valid response consisting of Peak Three Associates.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while finalizing Phase II of the Request For Proposal. The area serviced by the Littleton District Office is the majority of Grafton County and partial Coos County.

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

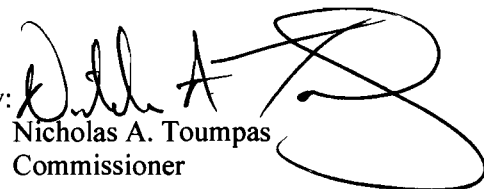
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

DATE: March 10, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

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

LESSOR: Peak Three Associates, LLC, 84 Edencroft Road, Littleton, NH 03561

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term rental of the Department's 13,275 square foot Littleton District Office located at 80 North Littleton Road, Littleton NH. The extended term will allow the Department to complete an ongoing "RFP" and thereafter request/obtain all necessary approvals for providing either a new or renewal leased space

TERM: Six (6) month amended term: April 1, 2014 termination date extended to September 30, 2014

RENT: The current rate of approx. \$19.95 per square foot which is \$264,836.28 annually shall remain unchanged (0% escalation) for the extended term, payable as \$22,069.69 monthly. **TOTAL SIX MONTH TERM COST: \$132,418.14**

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

PUBLIC NOTICE: Sole-Source amendment of current lease. The Department of Health and Human Services has undertaken a competitive RFP process preparatory to entering into either a new or renewal lease; however the time needed for RFP evaluation and subsequent contract promulgation and approval exceeds that which is provided under the terms of the current contract therefore extension of the current lease termination date is needed. The Department was not able to complete the RFP processing in a timely manner due to competing project and business demands placed on limited facility management resources. The Department has determined that extending the term until a replacement lease is completed is the most cost effective way to continue provision of office space in the interim

CLEAN AIR PROVISIONS: None applicable to an amended term

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

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

LEASE SPECIFICS

Landlord:	Peak Three Associates, LLC 84 Edencroft Road Littleton, NH 03561
Location:	80 North Littleton Road Littleton, NH 03561-3814
Monthly Rent:	\$22,069.69
Square Footage:	13,275
Square Foot Rate:	\$19.95
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing April 1, 2014 through September 30, 2014
Total Rent:	\$ 132,418.14

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, February 25, 2014 2014 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Peak Three Associates, (hereinafter referred to as the "Landlord") with a place of business at 84 Edencroft Road, Littleton, New Hampshire 03561.

Whereas, pursuant to a ten-year Lease agreement (hereinafter called the "Agreement"), for 13,275 square feet of space located at 80 North Littleton Road, Littleton, New Hampshire which was first entered into on May 16, 1996, approved by the Governor and Executive Council on May 22, 1996, late item R, an option to extend approved September 13, 2006, item #93, an option to extend approved September 17, 2008, item #55, amendment approved October 20, 2010, item #61, amendment approved August 24, 2011, item #35 and amendment approved October 16, 2013, item #46 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate completion of Phase II of the Tenant's current "Request for Proposal" (RFP) process which has taken more time than planned due to certain recent program changes affecting the business model therefore planning, and;

The Tenant will need up to six (6) months to complete the RFP Phase II process and to obtain all required authorizations for any resulting lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, March 31, 2014 is hereby amended to terminate up to six (6) months thereafter, September 30, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

JAP 2/26/14
RFM 2/25/14
RS 2/25/14
Initials: _____
Date: _____

4.1 Rent: The current annual rent of \$264,836.28 at approximately \$19.95 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$22,069.69, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable April 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed six (6) months which is \$132,418.14.

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

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

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

NSM 2/26/14
NSM 2/25/14
Initials: NS 2/25/14
Date: _____

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

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

Date: 3/3/14

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

LANDLORD: Peak Three Associates, LLC

Date: Feb 25, 2014

By [Signature]
Ronald Murro, Partner

By [Signature]
Andrew Smith, Partner

By [Signature]
Jere Peabody, Partner

Acknowledgement: State of New Hampshire, County of Grafton.

On (date) 02/25/2014, before the undersigned officer, personally appeared Ronald Murro Andrew Smith Jere Peabody, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Mary H. Menzies

Commission expires: MARY H. MENZIES
Notary Public - New Hampshire Seal:
~~My~~ Commission Expires March 30, 2016

Name and title of Notary Public or Justice of the Peace (please print):
Mary H. Menzies, Notary Public

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

By: [Signature], Assistant Attorney General, on 3-7-14.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

*NAP 2/26/14
MPM 2/25/14
DS 2/25/14*

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2014	4/1/2014	\$22,069.69		
	5/1/2014	\$22,069.69		
	6/1/2014	\$22,069.69		\$ 66,209.07
2015	7/1/2014	\$22,069.69		
	8/1/2014	\$22,069.69		
	9/1/2014	\$22,069.69	\$ 132,418.14	\$ 66,209.07
<i>Total Rent</i>			\$ 132,418.14	\$ 132,418.14

Initials: AKM 2/25/14
 Date: AK 2.25.14

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2014

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

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

PRODUCER Hunkins & Eaton Agency, Inc. 93 Main Street Littleton NH 03561 INSURED Peak Three Associates 84 Edencroft Rd. Littleton NH 03561	CONTACT NAME: PHONE (A/C, No, Ext): 603-444-3975 FAX (A/C, No): 603-444-1131 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Peerless Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		BOP1535193	09/04/2013	09/04/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.			CU8713126	09/04/2013	09/04/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input type="checkbox"/> WC STATU- TORY LIMITS</td> <td style="border: none;"><input type="checkbox"/> OTH- FR</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	<input type="checkbox"/> WC STATU- TORY LIMITS	<input type="checkbox"/> OTH- FR	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as an additional insured with regard to the building and premises located at 80 North Littleton Rd, Littleton, NH

CERTIFICATE HOLDER State of NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <TD>
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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 PEAK THREE ASSOCIATES, LLC. is a New Hampshire limited liability company formed on September 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of February, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

We, Ronald Murro Andrew Smith Jess Peabody
do hereby certify that we are partners of the company know as Peak Three Associates, LLC.

We hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that we have full authority to bind Peak Three Associates, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant us such authority.

Signed: Ronald Murro Date: Feb 25, 2014

Signed: Jess Peabody Date: 2/25/2014

Signed: Andrew Smith Date: 2-25-2014

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

OF: New Hampshire COUNTY OF: Grafton

UPON THIS DATE (insert full date) February 25, 2014

appeared before me (print full name of notary) Mary H. Menzies the

undersigned Partners personally appeared (insert Partners signatures) Ronald Murro

Jess Peabody Andrew Smith who acknowledged themselves to be Partners of Peak Three Associates, LLC, and that as such Partners, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing themselves as Partners.

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

Seal) Mary H. Menzies MARY H. MENZIES
Notary Public - New Hampshire
My Commission Expires March 30, 2016

Search Results

Current Search Terms: Peak* Three* associates* LLC*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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10/16/13
#46

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

COPY

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
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September 10, 2013

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Total			\$3,602,835.36	\$ 132,418.14	\$3,735,253.50

EXPLANATION

The Department of Health and Human Services provides health and human services to the clientele in the Littleton area through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Littleton District Office location since 1996, currently housing forty employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for six months. The amendment is retroactive due mainly to the negotiations for the short-term agreement and the square foot cost. The Landlord requested a lease rate increase of 30% over the current rate, the Department was able to reduce the rate to \$19.95 per square foot, the lowest the Landlord would agree to for the short term. The amendment reflects an increase of six months in the term of the lease. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Littleton District Office catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need six months to finalize the process and obtain authorization of any subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$16.95 per square foot gross; the lease amendment rate increased 17.7% to \$19.95 per square foot gross fixed for the term. The Landlord originally requested an increase of \$22.00 per square foot. The Landlord attributed the need for the increase based on increases in operating expenses and taxes, and the fact that they have not increased the rent for the last six years. The Landlord also stated that part of the increase was to finance the needed costly improvements to the HVAC system scheduled this winter. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 13,275 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Courier in March 1995. The space search produced only one valid response consisting of Peak Three Associates.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal. The area serviced by the Littleton District Office is the majority of Grafton County and partial Coos County.

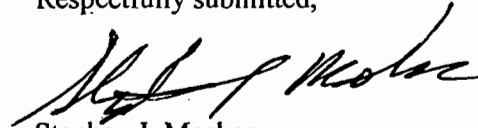
September 10, 2013

Page 3

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

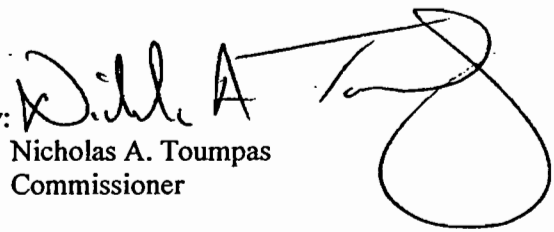
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Peak Three Associates, LLC 84 Edencroft Road Littleton, NH 03561
Location:	80 North Littleton Road Littleton, NH 03561-3814
Monthly Rent:	\$22,069.69
Square Footage:	13,275
Square Foot Rate:	\$19.95
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2013 through March 31, 2014
Total Rent:	\$ 132,418.14

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, Aug. 30, 2013 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Peak Three Associates, (hereinafter referred to as the "Landlord") with a place of business at 84 Edencroft Road, Littleton, New Hampshire 03561.

Whereas, pursuant to a ten-year Lease agreement (hereinafter called the "Agreement"), for 13,275 square feet of space located at 80 North Littleton Road, Littleton, New Hampshire which was first entered into on May 16, 1996, approved by the Governor and Executive Council on May 22, 1996, late item R, an option to extend approved September 13, 2006, item #93, an option to extend approved September 17, 2008, item #55, amendment approved October 20, 2010, item #61 and amendment approved August 24, 2011, item #35 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term, contingent upon the Landlord receiving a 17.7% increase in rent, to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to six (6) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, September 30, 2013 is hereby amended to terminate up to six (6) months thereafter, March 31, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: AS

Date: 8/30/13

4.1 Rent: The current annual rent of \$225,011.28 at approximately \$16.95 per square foot will increase 17.7% to \$264,836.28, which is approximately \$19.95 per square foot, which shall be prorated to a monthly rent of \$22,069.69, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$132,418.14.

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

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

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

Initials: 

Date: 

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

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

Date: 9/20/13

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

LANDLORD: Peak Three Associates, LLC

Date: August 30, 2013

By [Signature]
Ronald Murro, Partner

By [Signature]
Andrew Smith, Partner

By [Signature]
Jere Peabody, Partner

Acknowledgement: State of New Hampshire County of Grafton

On (date) 8/30/13, before the undersigned officer, personally appeared Ronald Murro Andrew Smith Jere Peabody, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Mary H. Menzies

Commission expires: My Commission Expires March 30, 2016 Seal:

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

Mary H. Menzies, Notary Public

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

By: [Signature], Assistant Attorney General, on 27 Sept. 2013.
Jeanne P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on OCT 16 2013
DEPUTY SECRETARY OF STATE

[Handwritten initials]
8/30/13

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2014	10/1/2013	\$22,069.69		
	11/1/2013	\$22,069.69		
	12/1/2013	\$22,069.69		
	1/1/2014	\$22,069.69		
	2/1/2014	\$22,069.69		
	3/1/2014	\$22,069.69	\$ 132,418.14	\$ 132,418.14
<i>Total Rent</i>			\$ 132,418.14	\$ 132,418.14

Initials: AS
Date: 8/5/13

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2013

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

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

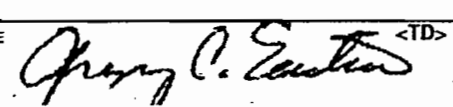
PRODUCER Hunkins & Eaton Agency, Inc. 93 Main Street Littleton NH 03561	CONTACT NAME:	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C, No., Ext): 603-444-3975 FAX (A/C, No.): 603-444-1131 E-MAIL ADDRESS:	INSURER A: Peerless Insurance Company	
INSURED Peak Three Associates 84 Edencroft Rd. Littleton NH 03561	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. INSR. INSR. NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BOP1535193	09/04/2013	09/04/2014	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 50,000 MED EXP (Any one person) § 5,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 2,000,000 PRODUCTS - COMPROP AGG § 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION § 10,000.		CU8713126	09/04/2013	09/04/2014	EACH OCCURRENCE § 1,000,000 AGGREGATE § 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

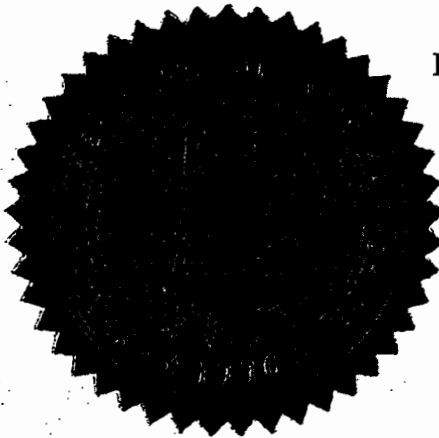
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as an additional insured with regard to the building and premises located at 80 North Littleton Rd, Littleton, NH

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

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 PEAK THREE ASSOCIATES, LLC. is a New Hampshire limited liability company formed on September 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

We, RONALD MURRO JERE PEABODY Andrew Smith
do hereby certify that we are partners of the company know as Peak Three Associates, LLC.

We hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that we have full authority to bind Peak Three Associates, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant us such authority.

Signed: Ronald Murro Date: Aug 30, 2013

Signed: [Signature] Date: Aug 30, 2013

Signed: Andrew Smith Date: August 30, 2013

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

OF: New Hampshire COUNTY OF: Grafton

UPON THIS DATE (insert full date) August 30, 2013

appeared before me (print full name of notary) Mary H. Menzies the

undersigned Partners personally appeared (insert Partners ^{names} signatures) Ronald Murro

Jere Peabody Andrew Smith who acknowledged themselves to be Partners of Peak Three Associates, LLC, and that as such Partners, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing themselves as Partners.

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

Seal) Mary H. Menzies

MARY H. MENZIES
Notary Public - New Hampshire
My Commission Expires March 30, 2016

Search Results

Current Search Terms: PEAK* THREE* associates* LLC*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

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



8/24/11
#35



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

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

July 25, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, New Hampshire 03561 (Vendor #157708) for Littleton District Office space, by increasing the price limitation in the amount of \$450,022.56 to \$3,602,835.36 from \$3,152,812.80 and by extending the term twenty-four months to September 30, 2013, effective October 1, 2011 or upon Governor and Council approval, whichever is later, through September 30, 2013. Governor and Council approved the original lease on May 22, 1996 late item "R", option to extend September 13, 2006 item #93, option to extend September 17, 2008, item #55 and amendment October 20, 2010, item #61. Funds are available in SFY 2012 and SFY 2013 and anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 1997	022-500248	Rents-Leases Other than State	\$146,755.17	\$ 0.00	\$146,755.17
SFY 1998	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 1999	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 2000	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 2001	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 2002	022-500248	Rents-Leases Other than State	\$206,326.68	\$ 0.00	\$206,326.68
SFY 2003	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2004	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2005	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2006	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2007	022-500248	Rents-Leases Other than State	\$221,227.89	\$ 0.00	\$221,227.89
SFY 2008	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2009	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2010	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2011	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2012	022-500248	Rents-Leases Other than State	\$ 56,252.82	\$168,758.46	\$225,011.28
SFY 2013	022-500248	Rents-Leases Other than State	\$ 0.00	\$225,011.28	\$225,011.28
SFY 2014	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 56,252.82	\$ 56,252.82
Total			\$3,152,812.80	\$450,022.56	\$3,602,835.36

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for twenty-four months. Competitive bidding was rejected as the cost to advertise, actually move the district office to a new location, cost to fit up a new location, the cost for telephone and data installation and the actual cost for movers would far outweigh the current lease expense in remaining at this location for the short term. The benefit of the sole source is not only cost effective, but also allows for business to continue as usual without interruption. The amendment is necessary to provide time to determine how regionalization of the district offices will impact the fate of the Littleton District Office.

The Department of Health and Human Services (DHHS) provides health and human services to the clientele in the Littleton area through its Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services. The Department has occupied this Littleton District Office location since 1996, currently housing forty-eight employees.

The amendment reflects an increase of twenty-four months in the term of the lease. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Littleton District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need twenty-four (24) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$16.95 per square foot gross; the lease amendment rate is \$16.95 per square foot gross fixed for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The total square footage remains the same at 13,275 square feet. The lease amendment includes no additional moving expenses and provides continued uninterrupted services to clients.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Courier in March 1995. The Commercial Investment Board of Realtors and interested property owners were also notified by direct mail. The space search produced only one valid response consisting of Peak Three Associates.

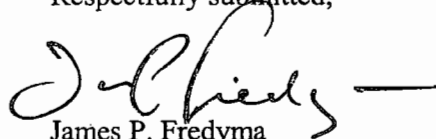
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area serviced by the Littleton District Office is the majority of Grafton County and partial Coos County.

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

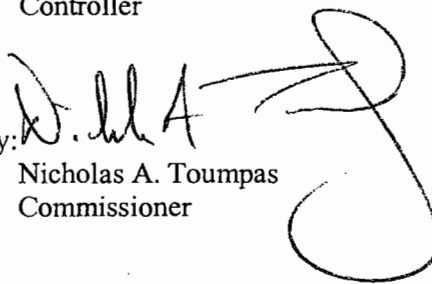
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Peak Three Associates, LLC 84 Edencroft Road Littleton, NH 03561
Location:	80 North Littleton Road Littleton, NH 03561-3814
Monthly Rent:	\$ 18,750.94
Square Footage:	13,275
Square Foot Rate:	\$16.95
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2011 through September 30, 2013
Total Rent:	\$ 450,022.56

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, July 1, 2011, 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Peak Three Associates, (hereinafter referred to as the "Landlord") with a place of business at 84 Edencroft Road, Littleton, New Hampshire 03561.

Whereas, pursuant to a ten-year Lease agreement (hereinafter called the "Agreement"), for 13,275 square feet of space located at 80 North Littleton Road, Littleton, New Hampshire which was first entered into on May 16, 1996, which was approved by the Governor and Executive Council on May 22, 1996, late item R, an option to extend approved September 13, 2006, item #93, an option to extend approved September 17, 2008, item #55, and amendment approved October 20, 2010, item #61 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

The Tenant will need up to twenty-four (24) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, September 30, 2011 is hereby amended to terminate up to twenty-four (24) months thereafter, September 30, 2013. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: 

Date: July 1, 2011

4.1 Rent: The current annual rent of \$225,011.28 at approximately \$16.95 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$18,750.94, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$450,022.56

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

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

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

Initials: 

Date: July 3, 2011

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

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

Date: July 25, 2011

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

LANDLORD: Peak Three Associates, LLC

Date: July 1, 2011

By Ronald Murro Partners
Ronald Murro, Partner

By Andrew Smith
Andrew Smith, Partner

By Jere Peabody
Jere Peabody, Partner

Acknowledgement: State of New Hampshire, County of Grafton

On (date) 7/1/11 + 7/5/11, before the undersigned officers personally appeared Ronald Murro Andrew Smith Jere Peabody, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Mary H. Menzies
MARY H. MENZIES

Commission expires: Notary Public - New Hampshire
My Commission Expires March 30, 2016 Seal: 2016

Name and title of Notary Public or Justice of the Peace (please print):
Mary H. Menzies, Notary Public

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

By: Jeanne P. Herrick, Assistant Attorney General, on 2 Aug 2011

Approval by the New Hampshire Governor and Executive Council:

By: Scott Brundage, on AUG 24 2011

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2012	10/1/2011	\$18,750.94		
	11/1/2011	\$18,750.94		
	12/1/2011	\$18,750.94		
	1/1/2012	\$18,750.94		
	2/1/2012	\$18,750.94		
	3/1/2012	\$18,750.94		
	4/1/2012	\$18,750.94		
	5/1/2012	\$18,750.94		
2013	6/1/2012	\$18,750.94		\$ 168,758.46
	7/1/2012	\$18,750.94		
	8/1/2012	\$18,750.94		
	9/1/2012	\$18,750.94	\$ 225,011.28	
	10/1/2012	\$18,750.94		
	11/1/2012	\$18,750.94		
	12/1/2012	\$18,750.94		
	1/1/2013	\$18,750.94		
	2/1/2013	\$18,750.94		
	3/1/2013	\$18,750.94		
	4/1/2013	\$18,750.94		
	5/1/2013	\$18,750.94		
2014	6/1/2013	\$18,750.94		\$ 225,011.28
	7/1/2013	\$18,750.94		
	8/1/2013	\$18,750.94		
	9/1/2013	\$18,750.94	\$ 225,011.28	\$ 56,252.82
Total Rent			\$ 450,022.56	\$ 450,022.56

Initials: MDM AD
Date: July 1, 2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2011

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

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

PRODUCER Hunkins & Eaton Agency, Inc. 93 Main Street Littleton NH 03561	CONTACT NAME: PHONE (A/C. No, Ext): 603-444-3975 FAX (A/C. No): 603-444-1131 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Peerless Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1535193	09/04/2010	09/04/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000				
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		CU8713126	09/04/2010	09/04/2011	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						CLAIMS-MADE
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

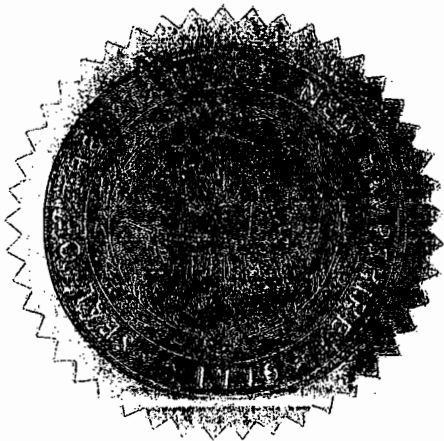
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as an additional insured with regard to the building and premises located at 80 North Littleton Rd, Littleton, NH

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

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 PEAK THREE ASSOCIATES, LLC. is a New Hampshire limited liability company formed on September 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of June, A.D. 2011

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

We, Ronald Murro Andrew Smith Jere Peabody
do hereby certify that we are partners of the company know as Peak Three Associates, LLC.

We hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that we have full authority to bind Peak Three Associates, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant us such authority.

Signed:  Date: July 1, 2011

Signed:  Date: July 5th 2011

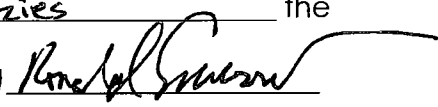
Signed:  Date: July 5th, 2011

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

OF: New Hampshire COUNTY OF: Grafton

UPON THIS DATE (insert full date) July 1, 2011 and July 5, 2011.

appeared before me (print full name of notary) Mary H. Menzies the

undersigned Partners personally appeared (insert Partners signatures) 

Andrew Smith Jere Peabody who acknowledged themselves to be Partners of Peak Three Associates, LLC, and that as such Partners, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing themselves as Partners.

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

Seal) 

MARY H. MENZIES
Notary Public - New Hampshire
My Commission Expires March 30, 2016

Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Peak Three Associates, LLC

As of 22-Jul-2011 4:05 PM EDT

Save to MyEPLS

Your search returned no results.

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Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

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

Contact Information

- > For Help: Federal Service Desk

**Search Results Excluded By
Firm, Entity, or Vessel : Peak Three Associates, LLC
as of 22-Jul-2011 4:06 PM EDT**

Your search returned no results.



10/20/10
661

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

COPY

Nicholas A. Toumpas
Commissioner

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

James P. Fredyma
Controller

August 30, 2010

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

REQUESTED ACTION

Authorize the Department of Health and Human Services retroactively to enter into a sole source amendment to the existing lease with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, New Hampshire 03561 (Vendor #157708) for Littleton District Office space, by increasing the price limitation in the amount of \$225,011.28 to \$3,152,812.80 from \$2,927,801.52 and by extending the term for up to twelve months to September 30, 2011, retroactive to October 1, 2010 effective upon Governor and Council approval. Governor and Council approved the original lease on May 22, 1996 late item "R", option to extend September 13, 2006 item #93 and an option to extend September 17, 2008, item #55. Funds are available in the following account for SFY 2011 and anticipated to be available in SFY 2012 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 1997	022-500248	Rents-Leases Other than State	\$146,755.17	\$ 0.00	\$146,755.17
SFY 1998	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 1999	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 2000	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 2001	022-500248	Rents-Leases Other than State	\$195,673.56	\$ 0.00	\$195,673.56
SFY 2002	022-500248	Rents-Leases Other than State	\$206,326.68	\$ 0.00	\$206,326.68
SFY 2003	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2004	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2005	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2006	022-500248	Rents-Leases Other than State	\$209,877.72	\$ 0.00	\$209,877.72
SFY 2007	022-500248	Rents-Leases Other than State	\$221,227.89	\$ 0.00	\$221,227.89
SFY 2008	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2009	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2010	022-500248	Rents-Leases Other than State	\$225,011.28	\$ 0.00	\$225,011.28
SFY 2011	022-500248	Rents-Leases Other than State	\$ 56,252.82	\$168,758.46	\$225,011.28
SFY 2012	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 56,252.82	\$ 56,252.82
Total			\$2,927,801.52	\$225,011.28	\$3,152,812.80

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Littleton District Office location since 1996, currently housing forty-eight employees.

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

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$16.95 per square foot gross; the lease amendment rate is \$16.95 per square foot gross fixed for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The total square footage remains the same at 13,275 square feet. The lease amendment includes no additional moving expenses and provides continued uninterrupted services to clients.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Courier in March 1995. The Commercial Investment Board of Realtors and interested property owners were also notified by direct mail. The space search produced only one valid response consisting of Peak Three Associates.

This amendment is submitted as a retroactive sole source request because during the original negotiations the landlord requested a 6.84% increase in rent for the twelve-month term. The Department rejected the increase in rent and requested the landlord to maintain the current lease rate for the amended term. The stalled negotiations finally resulted in the landlord accepting maintaining the same current rate for the amended term. The extended negotiations and the delay in the receipt of documentation contributed to the retroactive submittal. This is a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for a single year.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area serviced by the Littleton District Office is the majority of Grafton County and partial Coos County.

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

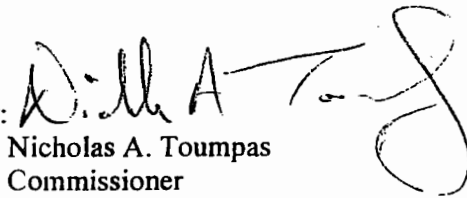
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Peak Three Associates 84 Edencroft Road Littleton, NH 03561
Location:	80 North Littleton Road Littleton, NH 03561-3814
Monthly Rent:	\$ 18,750.94
Square Footage:	13,275
Square Foot Rate:	\$16.95
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2010 through September 30, 2011
Total Rent:	\$ 225,011.28

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, August 18, 2010 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Peak Three Associates, (hereinafter referred to as the "Landlord") with a place of business at 84 Edencroft Road, Littleton, New Hampshire 03561.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on May 16, 1996, which was approved by the Governor and Executive Council on May 22, 1996, late item R, an option to extend approved September 13, 2006, item #93 and an option to extend approved September 17, 2008, item #55 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

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

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, September 30, 2010 is hereby amended to terminate twelve (12) months thereafter, September 30, 2011. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$225,011.28 at approximately \$16.95 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$18,750.94, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2010 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$225,011.28.

initials


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

During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence.

All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

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

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

initial



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

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

Date: 8-30-10

By [Signature]
David S. Clapp, Bureau Chief, BFAM

LANDLORD: Peak Three Associates

Date: Aug 18, 2010

By [Signature]
Ronald Murro, Partner

By [Signature]
Andrew Smith, Partner

By [Signature]
Jere Peabody, Partner

Acknowledgement: State of New Hampshire, County of Grafton

On (date) August 18, 2010, before the undersigned officer, personally appeared Ronald Murro, Andrew Smith + Jere Peabody, who satisfactorily proved to be the persons identified above as the owners and they personally executed this document.

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

Commission expires: MARY H. MENZIES
Notary Public - New Hampshire Seal:
My Commission Expires March 22, 2011

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

Mary H. Menzies, Notary Public

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

By: [Signature], Assistant Attorney General, on 9/23/10
Rebecca L Woodard

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on OCT 20 2010

DEPUTY SECRETARY OF STATE

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2011	10/1/2010	\$ 18,750.94		
	11/1/2010	\$ 18,750.94		
	12/1/2010	\$ 18,750.94		
	1/1/2011	\$ 18,750.94		
	2/1/2011	\$ 18,750.94		
	3/1/2011	\$ 18,750.94		
	4/1/2011	\$ 18,750.94		
	5/1/2011	\$ 18,750.94		
	6/1/2011	\$ 18,750.94		\$ 168,758.46
2012	7/1/2011	\$ 18,750.94		
	8/1/2011	\$ 18,750.94		
	9/1/2011	\$ 18,750.94	\$ 225,011.28	\$ 56,252.82
<i>Total Rent</i>				\$ 225,011.28

STATE OF TEXAS
 COUNTY OF TARRANT
 100430

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2010

PRODUCER

Hunkins & Eaton Agency, Inc.
93 Main Street

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

Littleton NH 03561

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Peak Three Associates
84 Edencroft Rd.

INSURER A: Peerless Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Littleton NH 03561

COVERAGES

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

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP1535193	09/04/2010	09/04/2011	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000.	CU8713126	09/04/2010	09/04/2011	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000.
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is listed as an additional insured with regard to the building and premises located at 80 N Littleton Rd, Littleton, NH

CERTIFICATE HOLDER

State of NH Dept of Health & Human Services
129 Pleasant St

Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregory C. Sautter <AS>

IMPORTANT

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

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

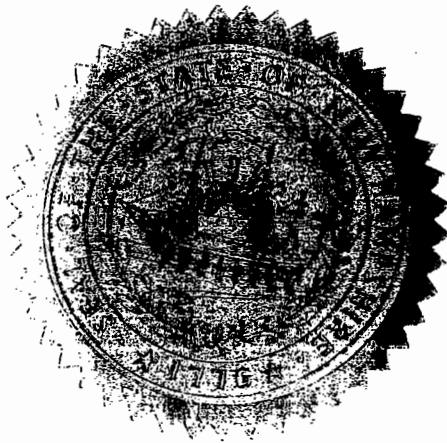
DISCLAIMER

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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PEAK THREE ASSOCIATES, LLC. is a New Hampshire limited liability company formed on September 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of August, A.D. 2010

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

William M. Gardner
Secretary of State

Certificate of Vote

This is to certify that on August 18, 2010, the members of Peak Three Associates, LLC met and voted to extend the lease of the New Hampshire Department of Health and Human Services at the property located at 80 North Littleton Road, Littleton, New Hampshire.

Their agreement is evidenced by their notarized signatures dated August 18, 2010, on the attached lease amendment.

Acknowledgement: State of New Hampshire, County of Grafton.

Mary H. Menzies
Notary Public

Seal:

MARY H. MENZIES
Notary Public - New Hampshire
Commission Expires: My Commission Expires March 22, 2011

Mary H. Menzies, Notary Public

9/17/08
#55



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

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

August 6, 2008

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to exercise the option to extend the lease agreement with Peak Three Associates, 84 Edencroft Road, Littleton, New Hampshire 03561 (Vendor # 88977), in the amount of \$450,022.56, effective October 1, 2008, and to end twenty-four months thereafter on September 30, 2010. Governor and Council approved the original lease on May 22, 1996, late item "R" with an option to extend approved on September 13, 2006 item # 93, extending the lease through September 30, 2008. Funds are available in the following account for SFY 2009 and are anticipated to be available in SFY 2010 and SFY 2011 upon the availability and continued appropriation of funds in the future operating budgets.

Account 010-095-5685-022-0248

SFY 2009	\$168,758.46
SFY 2010	\$225,011.28
SFY 2011	<u>\$ 56,252.82</u>
Total	\$450,022.56

EXPLANATION

The Department of Health and Human Services, Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and the Bureau of Elderly and Adult Services have occupied its current lease space at 80 North Littleton Road since 1996, currently housing forty-eight employees.

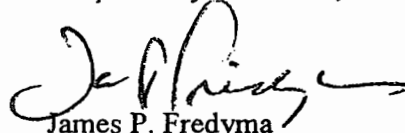
The lease extension provides the same terms and conditions as the original lease. The current lease rate is \$16.95 per square foot gross; the lease extension rate is \$16.95 per square foot gross fixed for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance. The total square footage remains the same at 13,275 square feet. The lease extension includes no additional moving expenses and provides continued uninterrupted services to clients.

The area serviced by the Littleton District Office is the majority of Grafton County and partial Coos County.

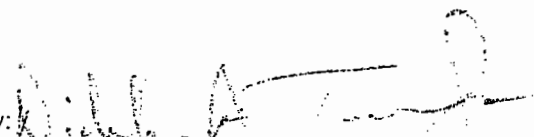
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,


James P. Fredyma
Controller

Approved by:


Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Peak Three Associates 84 Edencroft Road Littleton, NH 03561
Location:	80 North Littleton Road Littleton, NH 03561-3814
Monthly Rent:	Year 1 \$ 18,750.94 Year 2 \$ 18,750.94
Square Footage:	13,275
Square Foot Rate:	Year 1 \$16.95 Year 2 \$16.95
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2008 through September 30, 2010
Total Rent:	\$ 450,022.56

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

• **Advance notice to Landlord of Tenant exercising their option for Lease Extension:**

As provided by section 3.3 "extension of term" in the original "State of New Hampshire" lease contract agreement (copy attached herein) the "Tenant" who is the State of NH, acting through the Department of: Health and Human Services

Hereby notifies the "Landlord", who is identified in the original lease agreement as: Peak Three Associates

that the Tenant hereby gives written notice of their intent to exercise the option to extend the lease term.

• **The inception of the extension of term:** The effective dates of the extension shall be as set forth in the original lease contract, commencing: October 1, 2008;

ending: September 30, 2010

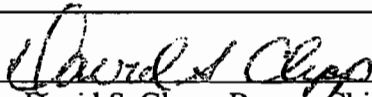
• **The rent during the extension of term** shall be as set forth in the original contract. In order to preclude any misunderstanding between the Landlord and Tenant, the rate documented for each year of the extension is hereby reiterated: Two-year option fixed at \$16.95 per square foot gross.

• **Copy of the Landlord's current "Certificate of Insurance" requested:** In order to assure continued compliance with the original lease provisions as set forth in section 15 "Insurance", please remit to the Tenant (within 30 days of receipt of this notice) a copy of the current certificate of insurance applicable to the leased premises. The Tenant shall attach the current certificate to this document, submitting them to the Department of Justice and the Governor and Executive Council as proof of continued compliance with the original terms and conditions of the lease.

• Notwithstanding the foregoing provisions, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.

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

Authorized by: (give full name and title) _____

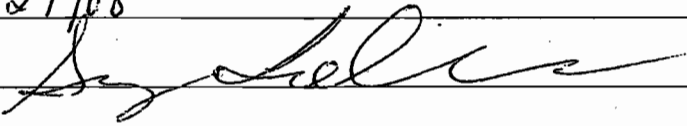

David S. Clapp, Bureau Chief, BFAM

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

Approval date: _____

8/27/08

Approving Attorney: _____



Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>	
2009	10/1/2008	\$ 18,750.94			
	11/1/2008	\$ 18,750.94			
	12/1/2008	\$ 18,750.94			
	1/1/2009	\$ 18,750.94			
	2/1/2009	\$ 18,750.94			
	3/1/2009	\$ 18,750.94			
	4/1/2009	\$ 18,750.94			
	5/1/2009	\$ 18,750.94			
2010	6/1/2009	\$ 18,750.94		\$ 168,758.46	
	7/1/2009	\$ 18,750.94			
	8/1/2009	\$ 18,750.94			
	9/1/2009	\$ 18,750.94	\$ 225,011.28		
	10/1/2009	\$ 18,750.94			
	11/1/2009	\$ 18,750.94			
	12/1/2009	\$ 18,750.94			
	1/1/2010	\$ 18,750.94			
	2/1/2010	\$ 18,750.94			
	3/1/2010	\$ 18,750.94			
	4/1/2010	\$ 18,750.94			
	5/1/2010	\$ 18,750.94			
	6/1/2010	\$ 18,750.94		\$ 225,011.28	
	2011	7/1/2010	\$ 18,750.94		
		8/1/2010	\$ 18,750.94		
9/1/2010		\$ 18,750.94	\$ 225,011.28	\$ 56,252.82	
<i>Total Rent</i>				\$ 450,022.56	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2008

PRODUCER
Hunkins & Eaton Agency, Inc.
93 Main Street
Littleton NH 03561

INSURED
Peak Three Associates
84 Edencroft Rd.
Littleton NH 03561

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

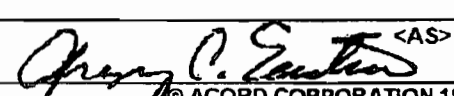
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Preserver Insurance Co.	
INSURER B:	Mountain Valley Indemnity Co.	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B282800001	09/04/2008	09/04/2009	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COM/POP AGG \$ 1,000,000.
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000.	X28001595104	09/04/2008	09/04/2009	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000. \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
State of NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  <AS>

IMPORTANT

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

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

DISCLAIMER

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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PEAK THREE ASSOCIATES, LLC. is a New Hampshire limited liability company formed on September 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August, A.D. 2008

William M. Gardner

William M. Gardner
Secretary of State



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Peak Three Associates
As of 02-Jul-2008 10:11 AM EDT
Save to MyEPLS

Your search returned no results.

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

Resources

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

Reports

-
-
- > Advanced Reports
 - > Recent Updates

Archive Search - Past Exclusions

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

Contact Information

- > Email: eppls.comments@gsa.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

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

- **Advance notice to Landlord of Tenant exercising their option for Lease Extension:**
As provided by section 3.3 "extension of term" in the original "State of New Hampshire" lease contract agreement (**copy attached herein**) the "Tenant" who is the State of NH, acting through the Department of: Health and Human Services
Hereby notifies the "Landlord", who is identified in the original lease agreement as: Peak Three Associates
that the Tenant hereby gives written notice of their intent to exercise the option to extend the lease term.
- **The inception of the extension of term:** The effective dates of the extension shall be as set forth in the original lease contract, commencing: October 1, 2008; ending: September 30, 2010
- **The rent during the extension of term** shall be as set forth in the original contract. In order to preclude any misunderstanding between the Landlord and Tenant, the rate documented for each year of the extension is hereby reiterated: Two-year option fixed at \$16.95 per square foot gross.
- **Copy of the Landlord's current "Certificate of Insurance" requested:** In order to assure continued compliance with the original lease provisions as set forth in section 15 "Insurance", please remit to the Tenant (within 30 days of receipt of this notice) a copy of the current certificate of insurance applicable to the leased premises. The Tenant shall attach the current certificate to this document, submitting them to the Department of Justice and the Governor and Executive Council as proof of continued compliance with the original terms and conditions of the lease.
- Notwithstanding the foregoing provisions, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.

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

Authorized by: (give full name and title) David S. Clapp
David S. Clapp, Bureau Chief, BFAM

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

Approval date: 8/27/08

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: SEP 17 2008

Signature of the Deputy Secretary of State: [Signature]

ATTACHMENT TO EXHIBIT B
TENA. FISCAL YEAR SCHEDULE OF RENTAL PAYM.

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2009	10/1/2008	\$ 18,750.94		
	11/1/2008	\$ 18,750.94		
	12/1/2008	\$ 18,750.94		
	1/1/2009	\$ 18,750.94		
	2/1/2009	\$ 18,750.94		
	3/1/2009	\$ 18,750.94		
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	8/1/2009	\$ 18,750.94		
	9/1/2009	\$ 18,750.94	\$ 225,011.28	
	10/1/2009	\$ 18,750.94		
	11/1/2009	\$ 18,750.94		
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	5/1/2010	\$ 18,750.94		
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	7/1/2010	\$ 18,750.94		
	8/1/2010	\$ 18,750.94		
	9/1/2010	\$ 18,750.94	\$ 225,011.28	\$ 56,252.82
<i>Total Rent</i>				\$ 450,022.56





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

COPY

John A. Stephen
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 44846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

July 28, 2006

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to extend the lease agreement with Peak Three Associates, 84 Edencroft Road, Littleton, New Hampshire 03561 (Vendor # 88977), in the amount of \$450,022.56, effective October 1, 2006, or upon Governor and Council approval, whichever is later and to end twenty-four months thereafter on September 30, 2008. Funding is available for this agreement in the following account.

Account 010-095-5685-022-0248

SFY 2007	\$168,758.46
SFY 2008	\$225,011.28
SFY 2009	\$ 56,252.82
Total	\$450,022.56

EXPLANATION

The Department of Health and Human Services, Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and the Bureau of Elderly and Adult Services has occupied its current lease space at 80 North Littleton Road since 1996, currently housing forty-eight employees. The original lease was approved by Governor and Council on May 22, 1996, late item "R".

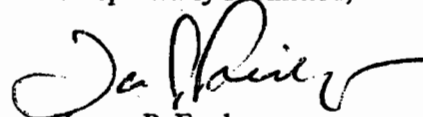
The lease extension provides the same terms and conditions as the original lease. The current lease rate is \$15.81 per square foot gross; the lease extension rate is \$16.95 per square foot gross fixed for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance. The total square footage remains the same at 13,275 square feet. The lease extension includes no additional moving expenses and provides continued uninterrupted services to clients.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
July 28, 2006
Page 2

The area serviced by the Littleton District Office is the majority of Grafton County and partial Coos County.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across programs. In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



John A. Stephen
Commissioner

LEASE SPECIFICS

Landlord:	Peak Three Associates 84 Edencroft Road Littleton, NH 03561
Location:	80 North Littleton Road Littleton, NH 03561-3814
Monthly Rent:	Year 1 \$ 18,750.94 Year 2 \$ 18,750.94
Square Footage:	13,275
Square Foot Rate:	Year 1 \$16.95 Year 2 \$16.95
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing October 1, 2006 through September 30, 2008
Total Rent:	\$ 450,022.56

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

- **Advance notice to Landlord of Tenant exercising their option for Lease Extension:**
As provided by section 3.3 "extension of term" in the original "State of New Hampshire" lease contract agreement (copy attached herein) the "Tenant" who is the State of NH, acting through the Department of: Health and Human Services
Hereby notifies the "Landlord", who is identified in the original lease agreement as: Peak Three Associates
that the Tenant hereby gives written notice of their intent to exercise the option to extend the lease term.

- **The inception of the extension of term:** The effective dates of the extension shall be as set forth in the original lease contract, commencing: October 1, 2006 ;
ending: September 30, 2008

- **The rent during the extension of term** shall be as set forth in the original contract. In order to preclude any misunderstanding between the Landlord and Tenant, the rate documented for each year of the extension is hereby reiterated: Two-year option fixed at \$16.95 per square foot gross.

- **Copy of the Landlord's current "Certificate of Insurance" requested:** In order to assure continued compliance with the original lease provisions as set forth in section 15 "Insurance", please remit to the Tenant (within 30 days of receipt of this notice) a copy of the current certificate of insurance applicable to the leased premises. The Tenant shall attach the current certificate to this document, submitting them to the Department of Justice and the Governor and Executive Council as proof of continued compliance with the original terms and conditions of the lease.

- Notwithstanding the foregoing provisions, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.

- Landlord acknowledges receipt of notice of this extension.

[Handwritten Signature]
Ronald Munn

Landlord: (give full name and title) Peak Three Associates

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

Authorized by: (give full name and title) Anne Mattice
Anne Mattice, Administrator, Office of Business Operations

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

Approval date: 8/30/06

Approving Attorney: [Handwritten Signature]

Approved by the Governor and Executive Council:

Approval date: SEP 13 2006

Signature of the Deputy Secretary of State: [Handwritten Signature]

ATTACHMENT TO EXHIBIT B
LITTLETON PAYMENT SCHEDULE

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2007	10/1/2006	\$ 18,750.94		
	11/1/2006	\$ 18,750.94		
	12/1/2006	\$ 18,750.94		
	1/1/2007	\$ 18,750.94		
	2/1/2007	\$ 18,750.94		
	3/1/2007	\$ 18,750.94		
	4/1/2007	\$ 18,750.94		
	5/1/2007	\$ 18,750.94		
2008	6/1/2007	\$ 18,750.94		\$ 168,758.46
	7/1/2007	\$ 18,750.94		
	8/1/2007	\$ 18,750.94		
	9/1/2007	\$ 18,750.94	\$ 225,011.28	
	10/1/2007	\$ 18,750.94		
	11/1/2007	\$ 18,750.94		
	12/1/2007	\$ 18,750.94		
	1/1/2008	\$ 18,750.94		
	2/1/2008	\$ 18,750.94		
	3/1/2008	\$ 18,750.94		
	4/1/2008	\$ 18,750.94		
	5/1/2008	\$ 18,750.94		
2009	6/1/2008	\$ 18,750.94		\$ 225,011.28
	7/1/2008	\$ 18,750.94		
	8/1/2008	\$ 18,750.94		
	9/1/2008	\$ 18,750.94	\$ 225,011.28	\$ 56,252.82
<i>Total Rent</i>				\$ 450,022.56

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2006

PRODUCER
Hunkins & Eaton Agency, Inc.
93 Main Street
Littleton NH 03561

INSURED
Peak Three Associates
84 Edencroft Rd.
Littleton NH 03561

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Preserver Insurance Co.	
INSURER B:	Mountain Valley Indemnity Co.	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-FCT <input type="checkbox"/> LOC	B282800001	09/04/2005	09/04/2006	EACH OCCURRENCE	\$ 1,000,000.
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000.
						MED EXP (Any one person)	\$ 10,000.
						PERSONAL & ADV INJURY	\$ 1,000,000.
						GENERAL AGGREGATE	\$ 2,000,000.
						PRODUCTS - COMP/OP AGG	\$ 1,000,000.
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000.	X28001595104	09/04/2005	09/04/2006	EACH OCCURRENCE	\$ 1,000,000.
						AGGREGATE	\$ 1,000,000.
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

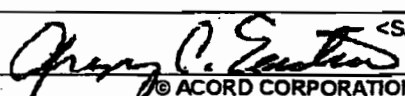
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of NH Dept of H&HS
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE  <SA>

IMPORTANT

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

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

DISCLAIMER

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

**★ Search Menu -
Current Exclusions**

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- ▶ Termination Dates
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- ▶ CT Code

★ View Cause and Treatment Code Descriptions

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- ▶ Procurement Codes
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★ Archive Menu - Past Exclusions

- ▶ Name
- ▶ Multiple Names

★ Contact Information

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

Search Results for Parties Excluded**by Partial Name : Peak Three Associates****As of 24-Jul-2006**

No records were found matching your search request.

