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

Nicholas A. Toumpas
 Commissioner

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

Stephen J. Mosher
 Chief Financial Officer

May 15, 2013

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

REQUESTED ACTION

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

60% General 40% Federal

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$189,252.20	\$ 0.00	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$185,652.13	\$ 12,083.87	\$197,736.00
SFY 2014	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 185,652.13	\$185,652.13
Total			\$1,318,848.00	\$ 197,736.00	\$1,516,584.00

EXPLANATION

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

May 15, 2013

Page 2

in the Request For Proposal approval process, causing the Department to cancel the selection process of the current Request For Proposal. The Department will continue to evaluate and reassess the consolidation of the District Offices, based on population demographics, population segmentation, caseloads, advent of technology and other factors and then competitively reprocore.

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

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

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

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

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

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

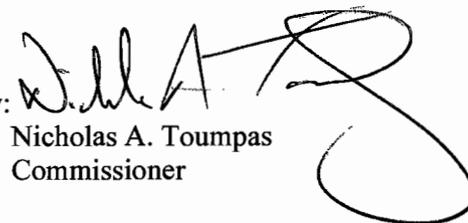
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$16,478.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2013 through June 8, 2014
Total Rent:	\$197,736.00

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

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

DATE: June 5, 2013

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 03301

LESSOR: C&E Thibodeau Properties, LLC, PO Box 1700, Conway, NH 03818

DESCRIPTION: Retroactive Lease Amendment. Approval of the enclosed will retroactively authorize extending the lease for the Department's Conway District Office which is comprised of 12,447 square feet, located on the second floor of 71 Hobbs Street, Conway, NH. The additional time provided by this agreement will allow continued occupancy of the Conway office while the Department evaluates factors which led to the cancellation of its recent lease Proposal and submittal process and related restructuring efforts; thereafter up to twelve months will be needed to undertake a new RFP and submittal process for any proposed subsequent lease

TERM: Twelve (12) months, June 9, 2013 through June 8, 2014

RENT: The current annual rent remains unchanged: \$197,736.00 which is \$15.89 per SF prorated to a monthly rent of \$16,478.00

JANITORIAL: Included in rent

UTILITIES: Included in rent

TOTAL COST: \$197,736.00

PUBLIC NOTICE: The Department determined the most cost effective means of providing necessary office space for a single year was through sole source amendment of the current lease. The Request for Proposal process undertaken by the Department for the Eastern catchment area was cancelled, therefore the process will be undertaken again prior to submittal of any proposed new or renewal lease, it is anticipated this process will take at least twelve months

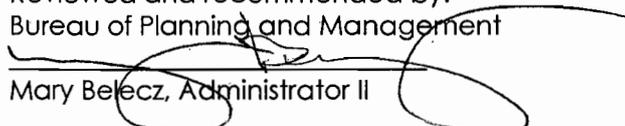
CLEAN AIR PROVISIONS: No provisions are applicable to the amended term

BARRIER-FREE DESIGN COMMITTEE: No review by Committee required for an amended lease

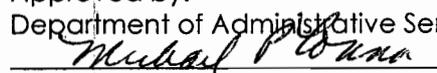
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services,


Michael Connor, Deputy Commissioner

AMENDMENT

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

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

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

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

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

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

Amendment of Agreement;

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

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

Initials: cpt
Date: 5-10-13

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at 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: CJT
Date: 5-10-13

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

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

Date: 5/16/13

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: May 10, 2013

By [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of NH, County of Carroll.

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

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

Commission expires: May 1, 2018 Seal:

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



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

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

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

[Handwritten initials]
5-10-13

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

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

Initials: CJT
Date: 5-10-13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

State of New Hampshire
71 Hobbs Street
Conway, NH 03818

CANCELLATION

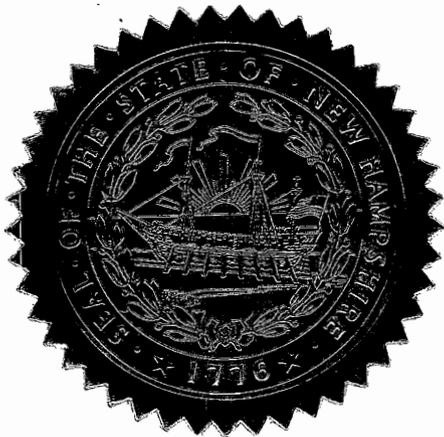
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS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

AUTHORIZED REPRESENTATIVE
Thomas Mulligan

State of New Hampshire Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

Signed: Carl J. Thibodeau

Date: June 4, 2013

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

OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) June 4 2013

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

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

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

authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself as Managing Agent.

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

Seal) Leah Valladares

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



Search Results

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

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

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



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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
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

Stephen J. Mosher
Chief Financial Officer

April 24, 2012

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

REQUESTED ACTION

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

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

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SFY 2012	022-500248	Rents-Leases Other than State	\$177,168.33	\$ 12,083.87	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 185,652.13	\$185,652.13
Total			\$1,121,112.00	\$ 197,736.00	\$1,318,848.00

EXPLANATION

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

April 24, 2012

Page 2

Y900

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

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

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

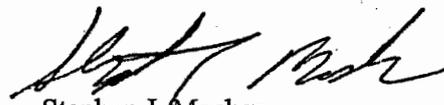
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The area serviced by the Conway District Office is Carroll County and partial Grafton County.

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

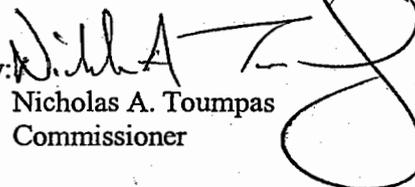
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:

C&C Thibodeau Properties, LLC

Location:

71 Hobbs Street
Conway, NH 03818

Monthly Rent:

\$16,478.00

Square Footage:

12,447

Square Foot Rate:

\$15.89

Janitorial:

Included in rent

Utilities:

Included in rent

Term:

Commencing June 9, 2012
through June 8, 2013

Total Rent:

\$197,736.00

AMENDMENT

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

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

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

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

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

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

Amendment of Agreement:

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

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

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

initial

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at 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.

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

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

Date: April 30, 2012

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: April 27, 2012

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

Acknowledgement: State of NH, County of Carroll

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

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

Commission expires: May 21, 2013 Seal:

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

LEAH VALLADARES, Notary Public
Commission Expires May 21, 2013

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

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

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on JUN 06 2012

DEPUTY SECRETARY OF STATE

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

State of New Hampshire
71 Hobbs Street
Conway, NH 03818

CANCELLATION

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

State of New Hampshire Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

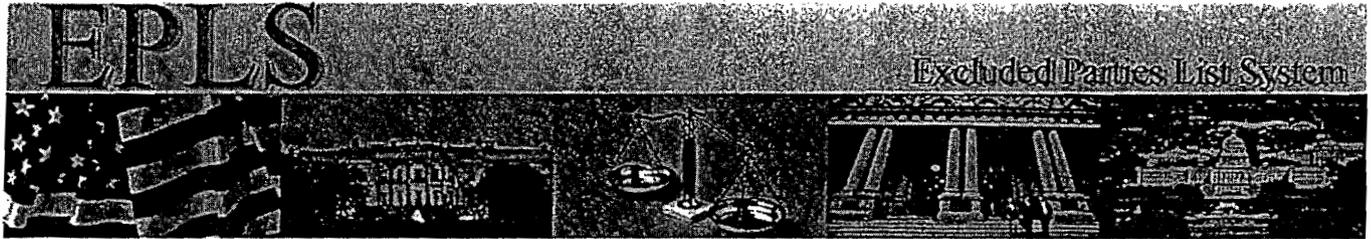
Signed: Carl J Thibodeau
Date: April 27, 2012

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

UPON THIS DATE (insert full date) April 27, 2012, appeared before me (print full name of notary) Leah Valladares the undersigned Managing Agent personally appeared (insert Managing Agent's signature)

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

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



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
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- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

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

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

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

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

11/11/2011



COPY

4/13/2011
#72

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

Nicholas A. Toumpas
Commissioner

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

February 28, 2011

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

REQUESTED ACTION

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

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

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

EXPLANATION

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



February 28, 2011

Page 2

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

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

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

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

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

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

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

Respectfully submitted,

James P. Fredyma
Controller

Approved by:

Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:

C&C Thibodeau Properties, LLC

Location:

71 Hobbs Street
Conway, NH 03818

Monthly Rent:

Year 1 \$15,725.00

Square Footage:

12,447

Square Foot Rate:

Year 1 \$15.16

Janitorial:

Included in rent

Utilities:

Included in rent

Term:

Commencing June 9, 2011
through June 8, 2012

Total Rent:

\$188,700.00

AMENDMENT

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

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

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

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

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

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

Amendment of Agreement:

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

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



15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at 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.


initial

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

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

Date: 3/1/11

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: February 15, 2011

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

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

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

Commission expires: 5/21/13 Seal:

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

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

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

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

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on APR 13 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>
2011	6/1/2011	\$11,531.67 Prorated (22 days)		<u>\$ 11,531.67</u>
2012	7/1/2011	\$15,725.00		
	8/1/2011	\$15,725.00		
	9/1/2011	\$15,725.00		
	10/1/2011	\$15,725.00		
	11/1/2011	\$15,725.00		
	12/1/2011	\$15,725.00		
	1/1/2012	\$15,725.00		
	2/1/2012	\$15,725.00		
	3/1/2012	\$15,725.00		
	4/1/2012	\$15,725.00		
	5/1/2012	\$15,725.00		
	6/1/2012	\$ 4,193.33 Prorated (8 days)	<u>\$ 188,700.00</u>	<u>\$ 177,168.33</u>
Total Rent				<u><u>\$ 188,700.00</u></u>

gjd
initial

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 71 Hobbs Street
 Conway, NH 03818

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

IMPORTANT

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

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

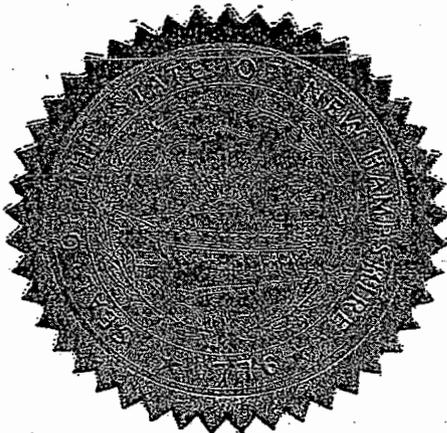
DISCLAIMER

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

State of New Hampshire
Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

Signed:

Carl J. Thibodeau

Date:

February 15, 2011

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

OF: NH COUNTY OF: Carroll

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

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

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

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

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

signing himself as Managing Agent.

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

Seal) Leah Valladares

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

EPLS

Excluded Parties List System

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

Your search returned no results.

COPY

Consent to Assignment

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

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

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

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

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

LANDLORD: Yield House Industries, Inc.

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

Acknowledgement: State of MASSACHUSETTS, County of FRANKLIN.

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

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

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

Commission expires: 2/17/2008 Seal: [Signature]

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

JOSEPH C. JANIKAS, Notary Public

ASSIGNEE:

C & C Thibodeau Properties LLC

Date:

1-2-07

BY:

Carl Thibodeau

(Authorized Signature) New Landlord

Acknowledgement: State of

New Hampshire

County of

Carroll

On (date)

1 Feb 2007

, before the undersigned officer, personally appeared

Carl J Thibodeau

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

Signature of Notary Public or Justice of the Peace:

Lyn Marie S Paulin

Lyn Marie S. Paulin, Notary Public

Commission expires:

My Commission Expires January 17, 2009

2/1/09

Seal:

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

Lyn Marie S Paulin

CERTIFICATE OF AUTHORITY FOR CORPORATE ACTION
CYNTHIA P.

I, (insert name) Carl J. Thibodeau, am the Clerk/Secretary of the (insert Corporate name) C & C Thibodeau Properties, LLC and do hereby certify:

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

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

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

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

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

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Utica National Insurance Group

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tom Mulligan

IMPORTANT

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

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

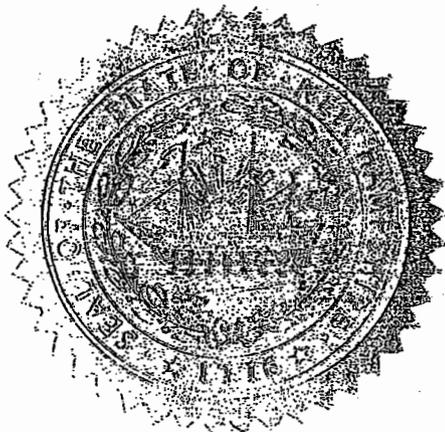
DISCLAIMER

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

State of New Hampshire
Department of State

CERTIFICATE

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



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

William M. Gardner

William M. Gardner
Secretary of State

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

RECEIVED
CARROLL COUNTY REGISTRY

0020114

2006 DEC 21 PM 03:58

REGISTER OF DEEDS

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF REVENUE ADMINISTRATION	REAL ESTATE TRANSFER TAX
###19 THOUSAND 5 HUNDRED AND 00 DOLLARS	
12/21/2006	803360 \$ ###19500.00
VOID IF ALTERED	

DEED

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

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

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

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

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

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

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

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

BK2592PG0223

northeast corner of land of OCR, Inc.;

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

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

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

Bearings are magnetic 1972.

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

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

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

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

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

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

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

BK2592PG0224

This above-described premises are not homestead premises.

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

Yield House Industries, Inc.

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

State of New Hampshire
County of Carroll.

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

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

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

Affix Seal:

BK2592PG0225

ASSIGNMENT OF RIGHTS UNDER LEASE

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

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

Lessor:
Yield House Industries, Inc.

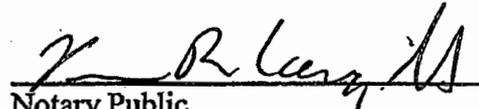
Date: 12/21/06

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

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

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

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


Notary Public
My Commission expires:

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

Date: 12/21/06

Assignee:

C & C Thibodeau Properties, LLC

By: 
Carl J. Thibodeau, Member

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

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

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

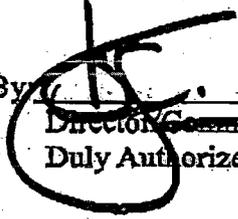

Notary Public
My Commission expires:

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

Tenant:

State of New Hampshire
Department of Health and Human
Services

Date: 19 DEC 2006

By: 
Director/Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

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


Notary Public
My Commission expires:



STATE OF NEW HAMPSHIRE
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. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

May 4, 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 enter into a lease renewal agreement with Yield House Industries, Inc. c/o Renovator's Supply, 1 River Street, Miller's Falls, MA, 01349, (Vendor #19249), in the amount of \$932,412.00 commencing June 9, 2006 or upon Governor and Executive Council approval, whichever is later, and to end sixty months thereafter on June 8, 2011. Funds are available in the following account.

Account 010-095-5685-022-0248

SFY 2006	\$ 11,305.80
SFY 2007	\$ 185,004.00
SFY 2008	\$ 185,004.00
SFY 2009	\$ 185,229.87
SFY 2010	\$ 188,700.00
SFY 2011	\$ 177,168.33
Total	\$ 932,412.00

EXPLANATION

The Department of Health and Human Services, Office of Family Services and Office of Program Support has occupied its current lease space at 71 Hobbs Street in Conway since 1996. The Department currently leases 12,447 square feet of office space housing fifty employees.

In January of 2006, a space search was conducted through newspaper advertisements in the Manchester Union Leader, Carroll County Independent and the Conway Daily Sun (see attached ADVERTISING SCHEDULE). In addition, the current Landlord, Conway area real estate agencies, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement (see attached Direct Recipients). Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The space search produced only one letter of interest, Yield House Industries, Inc. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 4, 2006
Page 2

The lease renewal includes no additional moving expenses and provides continued uninterrupted services to clients. The lease renewal provides the same terms and conditions as the original lease. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance.

The lease renewal provides a gross lease rate fixed for years one through three at \$14.86 per square foot gross, and fixed for years four and five at \$15.16 per square foot gross. The square footage remains the same at 12,447 square feet.

In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Landlord at the Department's expense without amending the amount of this contract.

Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area. The area serviced by the Conway District Office is Carroll County and partial Grafton County.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs.

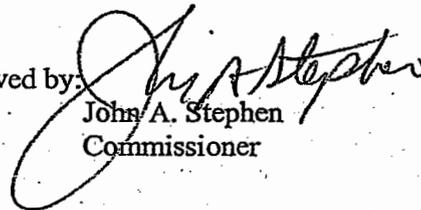
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by



John A. Stephen
Commissioner

LEASE SPECIFICS

Landlord:	Yield House Industries, Inc.
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$14.86 Year 2 \$14.86 Year 3 \$14.86 Year 4 \$15.16 Year 5 \$15.16
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15,417.00 Year 2 \$15,417.00 Year 3 \$15,417.00 Year 4 \$15,725.00 Year 5 \$15,725.00
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2006 through June 8, 2011
Total Rent:	\$932,412.00

**CONWAY DISTRICT OFFICE
LEASE BEGINNING IN JUNE 1996**

	TERM	RATE	MONTHLY	YEARLY
ORIGINAL LEASE	1	\$ 14.93	\$ 15,486.15	\$ 185,833.80
	2	\$ 14.93	\$ 15,486.15	\$ 185,833.80
	3	\$ 14.93	\$ 15,486.15	\$ 185,833.80
OPTION	1	\$ 14.93	\$ 15,486.15	\$ 185,833.80
	2	\$ 14.93	\$ 15,486.15	\$ 185,833.80
RENEWAL	1	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	2	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	3	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	4	\$ 12.97	\$ 13,453.13	\$ 161,437.56
	5	\$ 12.97	\$ 13,453.13	\$ 161,437.56
PROPOSED RENEWAL	1	\$ 14.86	\$ 15,417.00	\$ 185,004.00
	2	\$ 14.86	\$ 15,417.00	\$ 185,004.00
	3	\$ 14.86	\$ 15,417.00	\$ 185,004.00
	4	\$ 15.16	\$ 15,725.00	\$ 188,700.00
	5	\$ 15.16	\$ 15,725.00	\$ 188,700.00

ADVERTISING SCHEDULE

Wanted to rent in Conway, NH for a five (5) year term, commencing no later than June 9, 2006, approximately 11,000 usable square feet of office space for the State's Department of Health and Human Services. The space offered must be renovated to meet State's programmatic specifications. In advance of submitting a Letter of Interest, please request a copy of these specifications by contacting Sheredith Collins, Department of Health and Human Services, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4906). This information may also be obtained by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on January 19, 2006.

The STATE OF NEW HAMPSHIRE reserves the right to reject any and all proposals.

Ad Placement:

	Run 1	Run 2	Run 3
The Manchester Union Leader	Thursday 1/5/06	Friday 1/6/06	Thursday 1/12/06
Manchester, NH			
Carroll County Independent	Wednesday 1/4/06	Wednesday 1/11/06	
Wolfeboro, NH			
Conway Daily Sun	Thursday 1/5/06	Friday 1/6/06	Thursday 1/12/06
Conway, NH			

Conway District Office RFP – Direct Recipients

Ms Lisa Kilgore
Coldwell Banker Ashton-Kilgore Realty
103 Ponemah Road
Amherst NH 03031

Mr David Hall
Dewolfe Companies Inc.
104 Route 101A
Amherst NH 03031

Mr Howard Gollihue
Argosy Group
136 State Route 101A
Amherst NH 03031-2209

Ms Karen Leonard
Leonard Lee & Company
89 Route 101A
Amherst NH 03031-2216

Mr Elmer Pease II
PD Associates LLC
5 Dartmouth Drive Unit 101
Auburn NH 03032-3984

Ms Ann Kelley
RE/MAX Executives
5 Dymont Way Steet
Barrington NH 03825-3736

Marquis-Whitman Assoc. Inc
15 Constitution Drive
Bedford NH 03110

Mr Terry Smith
Crafts Appraisal Assoc LTD
4 Bell Hill Road
Bedford NH 03110

Mr Joseph Mendola
The Norwood Group
16 South River Road
Bedford NH 03110

Mr Justin Bielagus
Coldstream RE Advisors Inc
170 South River Road
Bedford NH 03110

Mr Roger Russell
ERA Masiello Group
207 Meetinghouse Road
Bedford NH 03110

Global Commercial Corp
167 South River Road
Bedford NH 03110-6920

Mr Robert Phillips
Granite Commercial Group Inc
188 Route 101 Suite 3
Bedford NH 03110

Mr Hugh O'Neil
O'Neil Real Estate
12 Appledor Road
Bedford NH 03110

Phoenix Realty Group/Nancy Van Sciver LLC
128 South River Road
Bedford NH 03110

Mr Gregory R Kirsch
Astoria Properties LLC
11 Corporate Drive
Belmont NH 03220

Mr Peter Callioras
Alpha Auction & Realty Co Inc
251 Leavitt Road
Belmont NH 03220

Mr Joel Kahn
Equity Alliance Corp
32 Elk Drive
Bedford NH 03110

Mr Thomas Fini
Fini Real Estate Group Inc
169 South River Road - Suite 2
Bedford NH 03110

Mr Karl Norwood
The Norwood Group
116 South River Road
Bedford NH 03110

Mr Paul Griffin
Paul T Griffin Inc
58 Meetinghouse Road
Bedford NH 03110

Phoenix Realty Group/Arthur Slattery LLC
128 South River Road
Bedford NH 03110

Mr Bill Woglon
Opeche Construction Corporation
11 Corporate Drive
Belmont NH 03220

Mr Lee Coulombre
Prudential-Coulombe Real Estate
181 Cole Street
Berlin NH 03570

Mr Richard Puolin
Downtown Enterprises
95 Main Street
Berlin NH 03570

Mr Steven Werst
Altid Properties
PO Box 207
Cambridge MA 03141

Mr. William J Andreas
Executive Director
BEDCO (Business Enterprise Development
Corporation) PO Box 628
Berlin NH 03570

Mr Mel Borrin
Preferred Properties Inc
Route 25 PO Box 161
Center Harbor NH 03226

Mr Donald Chabot
Town & Country Realty Assoc
26 Tremont Street
Claremont NH 03743

Mr Martin Tymowicz
C-21 Highview Realty
122 Pleasant Street
Claremont NH 03743

Ms Mary Belez
Bureau of Planning & Management/Administrative
ervices
State House Annex
Concord NH 03301

Mr James Corrigan
The Corrigan Company
6C Hills Avenue
Concord NH 03301

Mr John Dinapoli
Office of Business and Industrial Development
172 Pembroke Road PO 1856
Concord NH 03301

Mr Ron Robin
ERA Masiellow Group
4 Park Street
Concord NH 03301

Mr Scott Walker
Premiere Properties
255 South Main Street
Concord NH 03301-3405

Mr Randolph W Daniels
Capital Appraisal Assoc
128 South Fruit Street
Concord NH 03301

Mr Peter Samaha
Samaha Family Realty
11 Madison Street
Concord NH 03301-2240

Mr Nick Norman
Norman Realty Solutions
16 Crescent Street
Derry NH 03038

Mr Win Saltmarsh
Merrimack Valley Assistance Program
8 Wall Street
Concord NH 03301

Ms Theresa Ryan
Pater Real Estate Management
82 W Broadway Street
Derry NH 03038-2392

Ms Linda Cardner
J A McGillen Associates INC
48 West Broadway
Derry NH 03038

Mr Howard B Shecter
Dewolf Companies Inc
601 Central Avenue
Dover NH 03820

Ms Mary Merkley
Prudential Rush Realty
634 Central Street
Dover NH 03820

Mr Jeffrey Larrabee
Larrabee Real Estate Co LTD
PO Box 687
Epsom NH 03234

Mr William Murphy
Murphy & Murphy Real Estate
23A Portsmouth Avenue
Exeter NH 03833

Mr Paul McCoy
McCoy Professionals
104 Epping Road
Exeter NH 03833-2600

Mr Andrew Smith
Peabody & Smith Properties Inc
383 Main Street
Franconia NH 03580

Mr Andrew Smith
Peak Three Associates
Main Street
Franconia NH 03580

Mr Berry Shea
Barry Shea & Associates
25 Country Club Road Ste 202
Gilford NH 03246

Mr Robert Ehrenberg
The Business Connection Inc
104 Lily Pond Road
Gilford NH 03246-6686

Mr J Kinney O'Rourke Broker
PO Box 7314
Gilford NH 03247-7314

Mr Michael P Spyridakis
High Point Realty Corp
542 Mast Road
Goffstown NH 03045

Mr Joseph Hunkins
Hunkins Real Estate
PO Box 5
Greenland NH 03840

Mr Donald C Burgeson
Coldwell Banker/Concept 100 Real Estate
Route 111
Hamstead NH 03841

Mr Michael Brigham
ERA Masiellow Group
408 Lafayette Road
Hampton NH 03842

Mr Chris Congdon
Quayle Congdon Real Estate
865 Lafayette Road
Hampton NH 03842-1257

Ms Maureen Carey
Carey Associates
95 Lafayette Road
Hampton Falls NH 03844

Mr William Johnson
Coldwell Banker Redpath & Co
PO Box 167
Hanover NH 03755

Mr T Robert Valicenti
ERA Masiello Group
2 Main Street
Hollis NH 03049

Mr George F Brooks III
Brooks RE Services
40 Harvey Road
Londonderry NH 03053-7400

Sousa Realty & Development Corp
46 Lowell Road
Hudson NH 03051

Greenwald Realty Associates
55 Main Street
Keene NH 03431

Ms Kathy Rush
Prudential Rush Realty
314 Lafayette Road
Hampton NH 03842

Mr Michael Woodard
Redpath Commercial Division
45 Lyme Road Suite 305
Hanover NH 03755

Mr Robert Haynes Jr
RE Haynes Co Inc
14 South Main Street Suite 2F
Hanover NH 03755-2015

Mr Duanie Osterkamp
Osterkamp Associates
PO Box 1047
Hollis NH 03049

Mr Mort Blumental
Morjoy Realty Associates Inc
PO Box 16038
Hooksett NH 03106-6038

Despres and Associates Inc
41 Main Street
Jaffrey NH 03452

RE/MAX Town & Country
117 West Street
Keene NH 03431

Bradshaw & Bradshaw/Industrial Real Estate
160 Emerald Street
Keene NH 03431

Mr John R Bradshaw
Bradshaw & Bradshaw Inc
PO Box 421
Keene NH 03431-0421

Prudential Brown & Tent Realtors
428 Main Street
Keene NH 03431

Mr George Foskett
ERA Masiello Group
69A Island Street
Keene NH 03431

Mr Charles Miller
Coldwell Banker Tattersall & Assoc RE
391 West Street
Keene NH 03431-2403

Mr. A Ranger Curran
RE/MAX Town & Country
117 West Street PO Box 1060
Keene NH 03431

Ms Beverly George
Northeast Appraisal Service
149 Drinkwater Road
Kensington NH 03833

Mr Kent D Lock Jr
Dewolfe Companies Inc
1083 Union Avenue
Laconia NH 03246

Mr Charles Schubert
Applied Economic Rearch
109 Court Street
Laconia NH 03246

Ms Pepper Anderson
Hadlock Real Estate
226 Main Street
Littleton NH 03561

Mr Steve Weeks
Coldwell Banker Commercial
348 Court Street
Laconia NH 03246

Mr Andy Levy
The Meg Companies
25 Orchard View Drive
Londonderry NH 03053-3376

Mr King Covey
Golden & Covey Realtors
213 Main Street
Littleton NH 03561

Ms Judith Tinkham
Tinkham Realty
Route 102
Londonderry NH 03053

Mr Glenn Newberry
Americorp Real Estate Services
175 River Road
Manchester NH 03104

Mr Don Eaton
Eaton Partners Inc
814 Elm Street
Manchester NH 03101

Mr Joseph Fremeau
Fremeau Appraisal Inc
11 Stark Street
Manchester NH 03101-1935

Mr Gregory Barrett
KAS-BAR Realty
65 West Merrimack Street
Manchester NH 03101-2321

Mr Richard Marquis
NE Business Property
PO Box 5075
Manchester NH 03108-5075

Mr Russell Poirier
Martel Realty
Second Street
Manchester NH 03102

Omni Group
PO Box 397
Manchester NH 03105-0397

Mr Tom Farrelly
Cushman and Wakefield of NH Inc
650 Elm Street Second Floor
Manchester NH 03101

Mr Richard Danais
Danais Realty Group
799 Mammoth Road
Manchester NH 03104

Mr John A Jackman
Jackman Commercial Realty Inc
526 Fox Hollow Way
Manchester NH 03104

Mr John Madden
JCM Management Company Inc
540 North Commercial Street
Manchester NH 03101

Ms Pamela Halvorsen
Laureate Realty Corporation
1 Sundial Ave - Suite 505
Manchester NH 03103

Mr William Norton
Norton Asset Management Inc
342 Commercial Street
Manchester NH 03101-1127

Mr Allan Clark
REI Service Corporation
763 Chestnut Street
Manchester NH 03104-3011

Mr Ronald Dupont
Red Oak Property Management Inc
289 Pine Street
Manchester NH 03103

Mr Kirk Roth
Roth & Roth LLC
155 Dow Street
Manchester NH 03101

H J Stablile & Son Inc
21 Manchester Street #200
Merrimack NH 03054-4801

Mr Charles Thibedeau
CPManagement
Three Mound Court
Merrimack NH 03054

Dahl House Realty
26 Dahl Road
Merrimack NH 03054-4534

Mr Lawrence Hirsch
Hirsch & Company Inc
32 Daniel Webster Highway Suite #1
Merrimack NH 03054-4859

Prudential RE Marsha Roster
633 Elm street
Milford NH 03055

Mr John Bertson
Broker
97 South Main Street
Mont Vernon NH 03057

Prudential – Crain Realty
216 DW Highway South
Nashua NH 03062

Mr Peter K Smith
Smith & Company
60 Main Street Suite T300
Nashua NH 03060-2720

Carlson Norwood Real Estate
150 Broad Street
Nashua NH 03063-3214

Prolman Realty Inc
100 Elm Street
Nashua NH 03060

Mr Martin Tymowicz
C-21 Dick Cardianal Associates
358 Main Street
Nashua NH 03060

Mr Timothy Paige
Cameron Real Estate
400 Amherst Street Suite 202
Nashua NH 03063

Mr Gerald Nash
The Nash Group
40 Temple Street
Nashua NH 03060

Mr Robert Winkler
Advanced Realty Group
PO BOX 26
Newport NH 03773-3029

Ms Angie Kopka
Kopka Real Estate Inc
129 E Dunstable Road
Nashua NH 03062

Mr Michael H Monks SIOR
Monks & Company Inc
2 Townsend West
Nashua NH 03063

Mr Lawrence Richards
RE/MAX Properties I
230 Amherst Street
Nashua NH 03063

Mr Richard Bowker
Dewolfe Companies Inc
337 Amherst Street
Nashua NH 03063

Mr William Luers
Tamposi Nash Real Estate Group Inc
400 Amherst Street
Nashua NH 03063

Mr Mark Nash
MA Nash Construction LLC
40 Temple Street
Nashua NH 03060

Mr Samuel Tamposi, Jr
Tana Properties LP
20 Trafalgar Square Suite 602
Nashua NH 03063

Mr Ed Bucznski
ERA Masiello Group
436 Amherst Street
Nashua NH 03063

Mr Phillip Kennedy
Korsak Realty
20 Trafalgar Square
Nashua NH 03063

Mr Bradley Vear
Vear Commercial Properties
547 Amherst Street
Nashua NH 03063-4000

Mr Robert Bramley
Robert Bramley Real Estate
373 W Hollis Street
Nashua NH 03060

Mr Jim Ward
Equity Group
46 Newport RD - Ste 103
New London NH 03257

Mr Richard Badger
Badger Realty Corp
PO Box 750
No Conway NH 03860

Mr Tom Anchor
Tom Anchor C. Realty
PO Box 1580
North Conway NH 03860

Ms Joy Tarbell
Prudential Joy Tarbell Realty
3277 White Mountain Highway - Ste #2
North Conway NH 03860-5126

Mr William Jones
RE/MAX Presidential
3280 White Mountain Highway
North Conway NH 03860

Mr Ed O'Halloran
Badger Realty
PO Box 750
North Conway NH 03860

Mr Donald Ronning
Sunlite Realty Corp
PO Box 862
Pelham NH 03076

Ms Wendy Panarello
Fairway Real Estate LLC CD
566 Pembroke Street
Pembroke NH 03275

Ms Jody Keeler
NH Realty Links
556 Pembroke Street
Pembroke NH 03275

Mr Charles Kendrick
RE/MAX Alliance
176 Plaistow Road
Plaistow NH 03865

Bill Mouflouze Real Estate
PO Box 6541
Portsmouth NH 03802

The Kane Company Inc
135 Commerce Way Suite 100
Portsmouth NH 03801

Mr Andrew Fleisher
Fleisher Commercial Real Estate
50 Taft Road
Portsmouth NH 03801-5755

G Brandt Atkins
NH Real Estate Management & Brokerage Inc
38 State Street
Portsmouth NH 03801

Mr Joseph Shanley
Joe Shanley Real Estate
PO Box 467
Portsmouth NH 03802-0467

Ms Barbara Webber
30 Maplewood Avenue Trust
C/O Presidential Estates/1020 Southern Artery
Quincy MA 02169

Leger Realty
256 Main Street
Rindge NH 03461

Mr William Cormier
Hourihane Cormier & Associates
170 South Main Street
Rochester NH 03867

Mr Paul Garabedian
Paul Garabedian & Sons
179 Main Street
Salem NH 03079

Ms Nettie Thompson
Coldwell Banker Wesley Group
15 Ermer Road Suite 101
Salem NH 03079

Mr Peter Stanhope Realtor
Stanhope Group
500 Market Street Suite C1
Portsmouth NH 03801

Mr David Lefebvre
Source Real Estate (CD)
PO Box 1490
Portsmouth NH 03802-1490

Mr Joel Bergquist
BJA Realty
3 Monadnock Rd #9
Rindge NH 03461

Mr Berge Nalbandian
Berge's Real Estate
22 South Braodway
Salem NH 03079

Mr Harry Shea
Shea Commercial Properties Inc
Stiles Road, Suite 204
Salem NH 03079

Mr William Loosigian
154 Main Street LLC
PO Box 2273
Salem NH 03079

Mr Gregory Mazza
21 Lady Lane
Salem NH 03079

Mr Robert Wallard
C-21 Allard & Merrill Inc
10 South Broadway
Salem NH 03079

Mr Christopher B Goodnow
Goodnow Real Estate Services
PO Box 2389
Salem NH 03079

Ms Mary Brown
MF Brown Real Estate
3 Heights Road
Stratham NH 03885

Mr Larry Zampieri
NH Real Estate Management & Brokerage Inc
350 Route 108 Suite 210
Somersworth NH 03878

Mr Jerry McCarthy
McCarthy Properties
PO Box 100
West Wareham MA 02576

Mr Paul Skarin
Paul W Skarin Real Estate
178 Young Hill Road PO Box 675
Sunapee NH 03782

Southwind Realty Inc/Coldwell Banker
33 Indian Rock Road Suite 1
Windham NH 03087

Mr Bruce Waters
McLaughry Commercial
93 South Main Street PO Box 5419
West Lebanon NH 03784-5419

Caldwell Banker Southwind Realty Inc
Route 111 Village Green Mall
Windham NH 03087

Century 21 - Noreast
58 Range Road
Windham NH 03087

Mr John Wolters
218 Jericho Road LLC
#1 Wall Street
Hudson NH 03051

Mr Ralph Valentine
The Valentine Group
18 Telo Road
Windham NH 03087

New Hampshire Chamber of Commerce
299 Central Avenue
Wolfeboro NH 03894

Mr Earl Sires
Town Manager
City of Conway
1634 East Main St
Center Conway NH 03813

The Honorable Councilor Raymond Burton
Room 207
107 North Main Street
Concord NH 03301

John Gallus
Gallus & Green Realtors
53 Main Street
Berlin NH 03570

Mr William Dube
Managing Agent
Dube Investment Properties, LLC
25 Riverside St Ste 101
Nashua NH 03062

Raymond Burton
RR 1 Box 106
Woodsville NH 03783

Ms Donna Jeanloz
c/o Renovators Supply
1 River St
Miller's Falls MA 01349

The Honorable Senator John Gallus
Room 302
107 North Main Street
Concord NH 03301

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

1. Parties to the Lease:

This indenture of Lease is made this 2nd day of May 2006, by the following parties:

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

Name: Yield House Industries, Inc.

(if corporation, give full corporate name)

State of Incorporation: Delaware

(if applicable)

Business Address: c/o Renovator's Supply

Street Address (if corporation, give principal place of business)

<u>Miller's Falls</u>	<u>MA</u>	<u>01349</u>	<u>(413)-423-3109</u>
City	State	Zip	Telephone number

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

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603)-271-4821</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 71 Hobbs Street, PO Box 2525

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

<u>Conway</u>	<u>NH</u>	<u>03818-6188</u>
City	State	Zip

The demise of the premises consists of: 12,447 square feet

(give square footage of the leased space, and attach a floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of five year(s), commencing on the 9 day of June, in the year 2006, and ending on the 8 day of June, in the year 2011, unless sooner terminated in accordance with the Provisions hereof.

3.2 Delay in Occupancy: If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.

DS

3.2.1 Delay in Occupancy, Commencement Date Extensions: **SELECTED**
(optional clause, replaces 3.2 above, applicable only if the selection box is marked)

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as _____ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.

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

3.4 Conditions on the Commencement and Extension of Term:

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

4. Rent, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be due and payable on the following date: (insert month, date and year) June 9, 2006. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: (optional escalation, applicable only if the selection box is marked) **SELECTED**
The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

4.2.1 Tenant's Share of Increased Operating Expenses: The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: (insert definition in the space provided, or define in "Exhibit B" herein) _____

4.2.2 Tenant's Share of Increased Taxes: The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: (insert date) _____

4.2.3 Determination of Prorated Share: Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.

4.2.4 Procedure for Requesting Additional Rent: The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

4.2.5 Rebate or Refund of Rent to the Tenant: If the Landlord receives any rebate, credit or refund of The said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

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

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities: (select one of the clauses below, indicating the selection with an "x")**

The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

OR:

The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following:
(document the utilities not to be provided in the space below, or further define in Exhibit E) _____

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same.**

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* office space for its employees engaged in the delivery at health and human services.

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

8.2 **Janitorial Services:** *(Select one of the options below by marking the appropriate box)*

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

Janitorial Services shall be the Tenant's responsibility.

8.3 **Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

9.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

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

9.2 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. **Improvements to the Premises:** Selected (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 **Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

10.1.1 **Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

10.2 **Landlord's Delay in Completion; Tenant's Options:**

10.2.1 **Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) _____ days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) _____ days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

10.2.2 **Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A. **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B. **Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C. **Completion of Improvements by Tenant:** Complete the improvements at its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D. **Delay Occupancy:** In accordance with paragraph 3.2 herein.

11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to Occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at 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 two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)* Selected
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes, and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant; and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority.
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

- 16.2 **Landlord's Failure to Perform Obligations:** On account of or result from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
17. **Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 **Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 **Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18 **Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 **Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 **Landlord's Default; Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 **Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

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

Authorized by: (give full name and title)

Ann Mattice
Ann Mattice, Administrator, Office of Business Operations

LANDLORD: (give name of either the corporation or the individual) Yield House Industries, Inc.

Authorized by: (give full name and title)

Donna H. Seanloz
Donna H. Seanloz, Secretary

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

OF: Massachusetts COUNTY OF: Franklin

UPON THIS DATE (insert full date) May 2, 2006, appeared before

me (print full name of notary) Joyce A. Barber the undersigned officer personally

appeared (insert Landlord's signature) Donna H. Seanloz

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

Yield House Industries Inc. and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing

him/herself in the name of the corporation.

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

Joyce A. Barber



APPROVALS:

For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

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

Approval date: 5/22/06

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

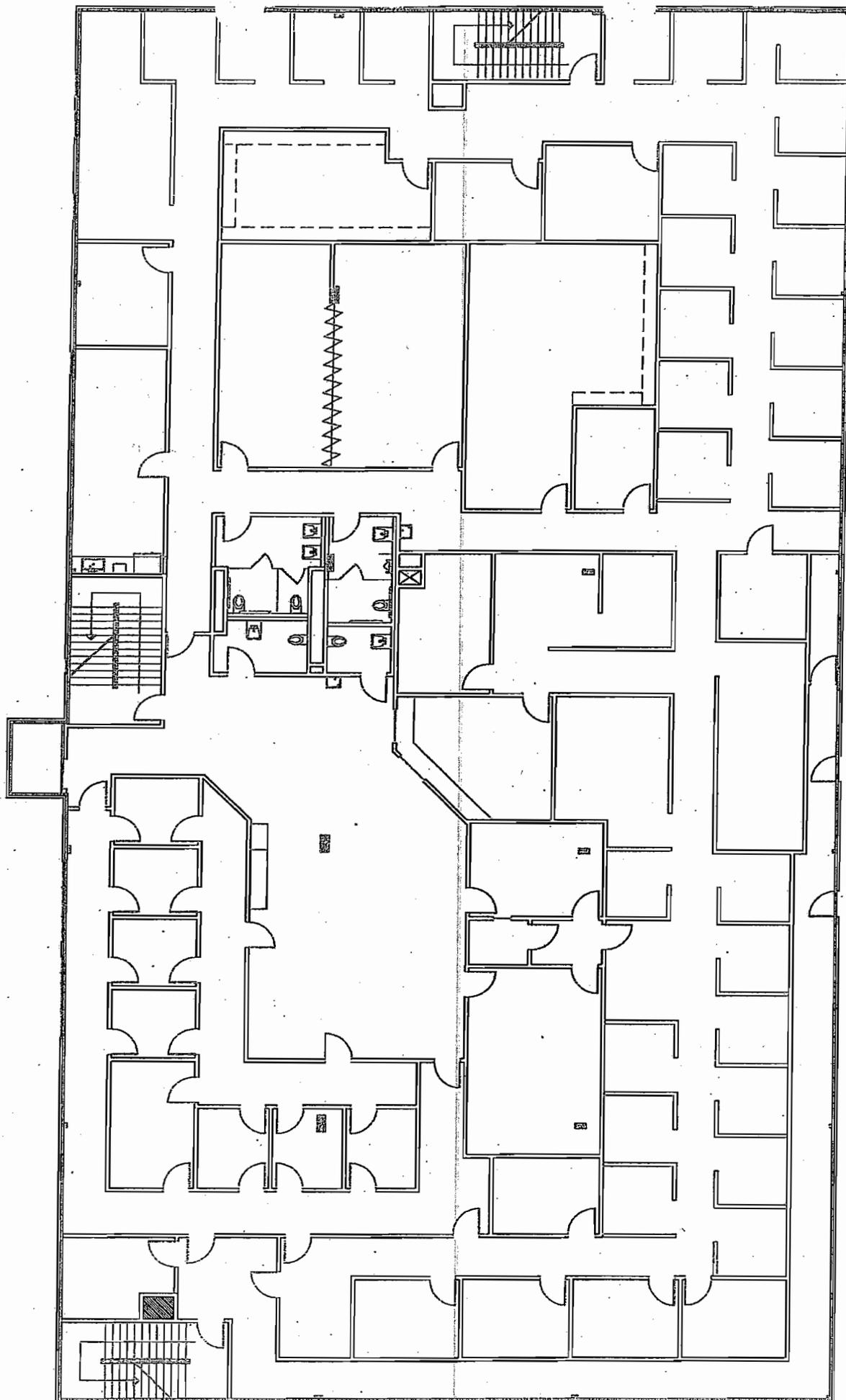
Approval date: JUN 07 2006

Signature of the Deputy Secretary of State: [Signature]

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

DJ

EXHIBIT A



D

EXHIBIT B

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

<u>Term</u>	<u>Per Square Foot</u>	<u>Monthly</u>	<u>Yearly</u>
Year 1	\$14.86	\$15,417.00	\$185,004.00
Year 2	\$14.86	\$15,417.00	\$185,004.00
Year 3	\$14.86	\$15,417.00	\$185,004.00
Year 4	\$15.16	\$15,725.00	\$188,700.00
Year 5	\$15.16	\$15,725.00	\$188,700.00

DJ

ATTACHMENT TO EXHIBIT B
CONWAY PAYMENT SCHEDULE

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Adjusted Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2006	6/1/2006	\$ 11,305.80	Prorated (22 days)	\$ 11,305.80	\$ 11,305.80
2007	7/1/2006	\$ 15,417.00			
	8/1/2006	\$ 15,417.00			
	9/1/2006	\$ 15,417.00			
	10/1/2006	\$ 15,417.00			
	11/1/2006	\$ 15,417.00			
	12/1/2006	\$ 15,417.00			
	1/1/2007	\$ 15,417.00			
	2/1/2007	\$ 15,417.00			
	3/1/2007	\$ 15,417.00			
	4/1/2007	\$ 15,417.00			
	5/1/2007	\$ 15,417.00			
	6/1/2007	\$ 15,417.00		\$ 185,004.00	\$ 185,004.00
2008	7/1/2007	\$ 15,417.00			
	8/1/2007	\$ 15,417.00			
	9/1/2007	\$ 15,417.00			
	10/1/2007	\$ 15,417.00			
	11/1/2007	\$ 15,417.00			
	12/1/2007	\$ 15,417.00			
	1/1/2008	\$ 15,417.00			
	2/1/2008	\$ 15,417.00			
	3/1/2008	\$ 15,417.00			
	4/1/2008	\$ 15,417.00			
	5/1/2008	\$ 15,417.00			
	6/1/2008	\$ 15,417.00		\$ 185,004.00	\$ 185,004.00
2009	7/1/2008	\$ 15,417.00			
	8/1/2008	\$ 15,417.00			
	9/1/2008	\$ 15,417.00			
	10/1/2008	\$ 15,417.00			
	11/1/2008	\$ 15,417.00			
	12/1/2008	\$ 15,417.00			
	1/1/2009	\$ 15,417.00			
	2/1/2009	\$ 15,417.00			
	3/1/2009	\$ 15,417.00			
	4/1/2009	\$ 15,417.00			
	5/1/2009	\$ 15,417.00			
	6/1/2009	\$ 4,111.20	Prorated (8 days)		
	6/9/2009	\$ 11,531.67	Prorated (22 days)	\$ 15,642.87	\$ 185,229.87
2010	7/1/2009	\$ 15,725.00			
	8/1/2009	\$ 15,725.00			
	9/1/2009	\$ 15,725.00			
	10/1/2009	\$ 15,725.00			
	11/1/2009	\$ 15,725.00			
	12/1/2009	\$ 15,725.00			
	1/1/2010	\$ 15,725.00			
	2/1/2010	\$ 15,725.00			
	3/1/2010	\$ 15,725.00			
	4/1/2010	\$ 15,725.00			
	5/1/2010	\$ 15,725.00			
	6/1/2010	\$ 15,725.00		\$ 188,700.00	\$ 188,700.00

ATTACHMENT TO EXHIBIT B
CONWAY PAYMENT SCHEDULE

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Adjusted Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2011	7/1/2010	\$ 15,725.00			
	8/1/2010	\$ 15,725.00			
	9/1/2010	\$ 15,725.00			
	10/1/2010	\$ 15,725.00			
	11/1/2010	\$ 15,725.00			
	12/1/2010	\$ 15,725.00			
	1/1/2011	\$ 15,725.00			
	2/1/2011	\$ 15,725.00			
	3/1/2011	\$ 15,725.00			
	4/1/2011	\$ 15,725.00			
	5/1/2011	\$ 15,725.00			
	6/1/2011	\$ 4,193.33 Prorated (8 days)		\$ 177,168.33	\$ 177,168.33
<i>Total Rent</i>					<u>\$ 932,412.00</u>

EXHIBIT C

JANITORIAL SERVICES: *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

Janitorial services to be provided by Landlord as described in Attachment 1.

**EXHIBIT C
ATTACHMENT I**

STATEMENT OF WORK

- 1-01. **SCOPE:** These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. **DEFINITIONS OF SERVICES:**
- A. **Sweeping** - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. **Damp-Mopping** - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. **Buffing** - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. **Floor Scrubbing** - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. **Floor-Dry-Cleaning** - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. **Floor Stripping** - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. **Primary Floor Finishing** - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. **Touch-Up of Floor Surfaces** - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.

- I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.
- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning - A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

- A. Major Items of Supplies:
 - Detergent, General Purpose
 - Soap, toilet (Floating White)
 - Soap, toilet, powder - Plain and with Borax
 - Sweeping Compound
 - Polish - Metal
 - Wax, Floor, Water Emulsion - or State approved substitute
 - Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
 - Waste Container Liners (plastic)
 - Remover, Water Emulsion Type Floor Wax
- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.

- 1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

- 1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.

**SECTION II
FREQUENCIES OF SERVICE**

<i>SERVICE</i>	<i>DAILY</i>	<i>WEEKLY</i>	<i>MONTHLY</i>	<i>QUARTERLY</i>	<i>SEMIANNUALLY</i>	<i>ANNUALLY</i>
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff		X				
Strip and re-wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Burned-out lights to be replaced as necessary						
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		X				
Waste Receptacles						
Empty Waste Receptacles	X					
Wash Waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning - Interior and Exterior					X	
Removal and replacement of window screens as necessary						
Skylight Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Shampoo Carpets with Power Brush				X		

EXHIBIT D

Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

Part I "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Access Committee" in "Exhibit G" herein. *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.*

1. The Landlord, at the Landlord's sole expense, shall be solely responsible for the provision of all renovations and improvements specified in the attached text document titled "Attachment, Exhibit D, Part I."
2. The Landlord shall complete the provision of all interior renovations and improvements no later than 30 days after the inception of the lease term.

Part II Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", either has been attained (attach "certificate of compliance") or shall be attained as follows:
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by "The State of NH Department of Environmental Services, Bureau of Environmental and Occupational Health" rules He-P 1804.01 through He-P 1804.05, will be performed at the premises after lease inception and completion of any and all renovations. All testing shall be completed and results submitted to the "Bureau of Environmental and Occupational Health" no later than thirty (30) days after Tenant's occupancy. After the completion of all renovations, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Bureau of Environmental and Occupational Health" criteria of professional accreditation) to complete the required State of New Hampshire "Clean Air" test, adhering to the protocol described in the attached three documents "Check off List for RSA 10:B Requirements", "RSA 10-B Testing Procedures," and "RSA 10-B Procedure". In accordance with these documents and the rules set forth in "Bureau of Environmental and Occupational Health" Administrative Rules section He-P 1804, the Landlord shall submit notarized air testing results to the "State of New Hampshire Department of Environmental Services, Bureau of Environmental and Occupational Health", for their review and certification of compliance. After reviewing the testing results "Bureau of Environmental and Occupational Health" will either issue a "certificate of compliance" to the Landlord, or send a letter outlining the areas of non-compliance. The Landlord shall consult with "Bureau of Environmental and Occupational Health" and the testing lab that performed the initial test for their recommendation of how to remedy any deficiencies. The Landlord shall (at his sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed three (3) months. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Bureau of Environmental and Occupational Health for their review and recommendations or issuance of their "Certificate of Compliance".

Part III **Improvements, Renovations or New Construction:** *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

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

The Tenant shall use any recycling services that are economically feasible and become readily available during the term. At this time the only readily accessible recycling program the leased premises will utilize is the recycling offered by the City and at no charge.

**ATTACHMENT
EXHIBIT D, PART I, IMPROVEMENTS**

Improvements and renovations to be provided by the Landlord for provisions of barrier-free access to the Premises at 71 Hobbs Street, Conway, New Hampshire. All improvements and renovations shall be completed no later than thirty (30) days after the inception of the lease renewal term (June 9, 2006).

1. All renovations must comply with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ANSI A117.1-1998), the NH State Building Code (IBC 2000, NFPA 101), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG), no later than 30 days of the inception of the term.
2. Re-surface the parking lot to provide a compliant accessible path of travel to the entrance and
3. Re-stripe the parking lot and properly install the signs for the accessible parking spaces in compliance with ANSI-98: 502 and ADAAG 4.1.2 (5) and 4.6; Clearly identify each access aisles with a "No-Parking" sign.
4. For the Public Unisex Accessible Restrooms:
 - i. Relocate the existing signage or install additional signage for the restroom closest to the reception counter, in compliance with ANSI-98: 703 and ADAAG 4.30.
 - ii. Reduce the door opening pressure to 5 lb. force or less, in compliance with ANSI-98: 404.2.9 and ADAAG 4.13.11.
 - iii. Insulate the pipes beneath the sinks, in compliance with ANSI-98: 606.6 and ADAAG 4.19.4.
 - iv. For the restroom closest to the reception counter, relocate the toilet paper dispenser so that it is 7-9 inches from front of the bowl of water closet and at least 15 inches above the floor, in compliance with ANSI 604.7.
5. For the Lounge, install a strobe alarm in compliance with ANSI-98 702 and ADAAG 4.28.3, or install a door that has a window.
6. For the Conference room, in each half of this room, install a strobe alarm in compliance with ANSI-98 702 and ADAAG 4.28, or install doors that have windows.
7. Staff Restrooms:
 - i. Reduce the door opening pressure to 5 lb. force or less, in compliance with ANSI- 98: 404.2.9 and ADAAG 4.13.11.
 - ii. Insulate the pipes beneath the sinks, in compliance with ANSI-98: 606.6 and ADAAG 4.19.4.
 - iii. For the interior side of the doors to the accessible stalls, install a loop-type handle, in compliance with ANSI-98: 404.2.7 and ADAAG 4.13.9.
 - iv. Specific to the Women's Restroom, relocate the toilet paper dispenser so that it is 7-9 inches from front of the bowl of water closet and at least 15 inches above the floor, in compliance with ANSI 604.7.
 - v. Specific to the Men's Restroom, relocate the paper towel dispenser so that the control lever is no higher than 48 inches from the floor, in compliance with ANSI-98 309 and ADAAG 4.27.
8. Install Braille/Raised Character signs for the description of use for all permanent rooms (conference room, etc., but not personal offices) in compliance with ANSI-98 703 and ADAAG 4.30.

EXHIBIT E
SPECIAL PROVISIONS

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

1. State of New Hampshire
Department of Health and Human Services
Office of Business Operations

Lease Addendum
Special Provisions

- Additional payments may be made to the Landlord by the State as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the State, and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

2. Required Property Management

- Provide assurances that the Landlord will employ and identify a full time professional property manager or management team.
- Provide Tenant with a 24 hour emergency response telephone number and contact person(s).

3. Additional requirements to be provided by the Landlord

- The Landlord will provide 85 parking spaces in the parking lot located at 71 Hobbs Street in Conway for the exclusive use of the Tenant and will keep that number of spaces free, cleared, and usable. The lighting in said parking lot will be adequate to the Tenant's standards.

4. Maintenance and Repair of Broken Glass

- Landlord must replace any and all structurally damaged or broken glass the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

5. Maintenance and Repair of HVAC

- Landlord must replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must provide a back-up source of HVAC to accommodate the Tenant until the deficiency is remedied.

6. Leasehold Improvement Communication/Coordination

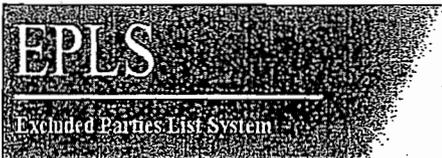
- The landlord shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Department via the Bureau of Facilities and Assets Management (BF&AM). Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from BF&AM to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, BF&AM may require the landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

7. Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- The “List of Parties Excluded From Federal Procurement or Nonprocurement Programs” was reviewed and the Landlord was not on the list (see the attached search results).

8. Operating Expenses

- The Landlord, upon written notification from the Tenant, shall provide the Tenant with the accurate annual utility (including but not limited to heat and electricity), Real Estate taxes and janitorial expenses for the premises. The Landlord shall provide these expenses in writing within 30 days of written notice by the Tenant.



- ★ Search Menu - Current Exclusions
 - ▶ Name
 - ▶ Multiple Names
 - ▶ DUNS
 - ▶ Agency
 - ▶ State/Country
 - ▶ Action Dates
 - ▶ Termination Dates
 - ▶ Exact Name and SSN/TIN
 - ▶ CT Code

- ★ View Cause and Treatment Code Descriptions
 - ▶ Reciprocal Codes
 - ▶ Procurement Codes
 - ▶ Nonprocurement Codes

- ★ Agency & Acronym Info
 - ▶ Agency Contacts
 - ▶ Agency Descriptions
 - ▶ State/Country Code Descriptions

- ★ Related Links
 - ▶ Debar Maintenance
 - ▶ Administration
 - ▶ Upload Login

- ★ Resources
 - ▶ Public User's Manual
 - ▶ FAQ

- ★ Reports Menu
 - ▶ Lists Report
 - ▶ Supplemental Report
 - ▶ Agency Report
 - ▶ Supplemental Agency Report
 - ▶ State/Country Report
 - ▶ Lists Data Report
 - ▶ Supplemental Data Report
 - ▶ Cause and Treatment Code

- ★ 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 : Yield House Industries, Inc.

As of 12-Apr-2006

No records were found matching your search request.



EXHIBIT F

Client#: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/05/06
PRODUCER THE SADLER INSURANCE AGENCY 24 Railroad Square P.O. Box 2021 Nashua, NH 03061	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Yield House Industries, Inc Renovators Old Mill Millers Falls, MA 01349	INSURERS AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Liberty Mutual INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ZHV8164541	07/01/05	07/01/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$												
		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 \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC531S350099015	07/01/05	07/01/06	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">WC STATU-TORY LIMITS</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$100,000	E.L. DISEASE - EA EMPLOYEE		\$100,000	E.L. DISEASE - POLICY LIMIT		\$500,000
WC STATU-TORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT		\$100,000																
E.L. DISEASE - EA EMPLOYEE		\$100,000																
E.L. DISEASE - POLICY LIMIT		\$500,000																
A		OTHER Comm. Umbrel	UHV8169834	07/01/05	07/01/06	5,000,000 5,000,000 Aggregate												

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

State of NH is Additional insured with respect to General Liability for lease agreement.

CERTIFICATE HOLDER

State of NH Department of Health
 and Human Services
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tara C. Deegan
 JMT

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

EXHIBIT G

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadeau, Executive Director

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

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free] Voice or TTY
(603) 271-2837 FAX

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

April 18, 2006

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

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Dept. Health & Human Services, Office Family Services & Office Program Support
Location: 71 Hobbs Street, P.O. Box 2525, Conway, NH 03818
Lessor: Yield House Industries Inc., c/o Renovators Supply, 1 River Street, Miller's Falls, MA 01349
Term: June 9, 2006 – June 8, 2011 with NO Extensions

The Architectural Barrier-Free Design Committee respectfully recommends approval of the subject Lease renewal for 12,447 square feet of space, **with the following conditions:**

1. All renovations must comply with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ANSI A117.1-1998), the NH State Building Code (IBC 2000, NFPA 101), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG), no later than 30 days of the inception of the term.
2. Re-surface the parking lot to provide a compliant accessible path of travel to the entrance and
3. Re-stripe the parking lot and properly install the signs for the accessible parking spaces in compliance with ANSI-98: 502 and ADAAG 4.1.2 (5) and 4.6; Clearly identify each access aisles with a "No-Parking" sign.
4. For the Public Unisex Accessible Restrooms:
 - i. Relocate the existing signage or install additional signage for the restroom closest to the reception counter, in compliance with ANSI-98: 703 and ADAAG 4.30.
 - ii. Reduce the door opening pressure to 5 lb. force or less, in compliance with ANSI-98: 404.2.9 and ADAAG 4.13.11.
 - iii. Insulate the pipes beneath the sinks, in compliance with ANSI-98: 606.6 and ADAAG 4.19.4.
 - iv. For the restroom closest to the reception counter, relocate the toilet paper dispenser so that it is 7-9 inches from front of the bowl of water closet and at least 15 inches above the floor, in compliance with ANSI 604.7.
5. For the Lounge, install a strobe alarm in compliance with ANSI-98 702 and ADAAG 4.28.3, or install a door that has a window.

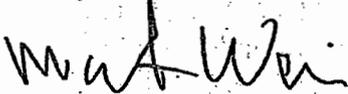
DS

6. For the Conference room, in each half of this room, install a strobe alarm in compliance with ANSI-98 702 and ADAAG 4.28, or install doors that have windows.
7. Staff Restrooms:
 - i. Reduce the door opening pressure to 5 lb. force or less, in compliance with ANSI-98: 404.2.9 and ADAAG 4.13.11.
 - ii. Insulate the pipes beneath the sinks, in compliance with ANSI-98: 606.6 and ADAAG 4.19.4.
 - iii. For the interior side of the doors to the accessible stalls, install a loop-type handle, in compliance with ANSI-98: 404.2.7 and ADAAG 4.13.9.
 - iv. Specific to the Women's Restroom, relocate the toilet paper dispenser so that it is 7-9 inches from front of the bowl of water closet and at least 15 inches above the floor, in compliance with ANSI 604.7.
 - v. Specific to the Men's Restroom, relocate the paper towel dispenser so that the control lever is no higher than 48 inches from the floor, in compliance with ANSI-98 309 and ADAAG 4.27.
8. Install Braille/Raised Character signs for the description of use for all permanent rooms (conference room, etc., but not personal offices) in compliance with ANSI-98 703 and ADAAG 4.30.

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

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

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



Mark Weir, Chairperson

clk

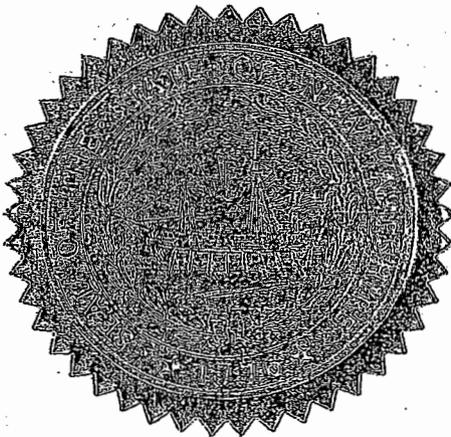
cc: James P. Fredyma, Controller, ADA Coordinator

Leon J. Smith, Jr., Administrator, Bureau of Facilities and Assets Management, Lease Processor

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 YIELD HOUSE INDUSTRIES, INC., a(n) DELAWARE corporation, is authorized to transact business in New Hampshire and qualified on MAY 17, 2006. I further certify that all fees required by the Secretary of State's office have been paid.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of MAY, A.D. 2006

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY FOR CORPORATIONS

I, (insert name) Claude Jeanloz, am the President of the (insert Corporate name), Yield House Industries, Inc. and do hereby certify:

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

RESOLVED: That this Corporation shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Corporation of certain services as documented within the foregoing Lease, and that the President, and/or the Vice President, and/or the Treasurer, (document which titled officer is authorizing the contract), Secretary, Donna Jeanloz on behalf of this Corporation, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Corporation in order to accomplish the same.

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

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

President: Claude Jeanloz
Vice-President: Donna Jeanloz, Clerk/secretary
Treasurer: Claude Jeanloz

IN WITNESS WHEREOF: I sign below as the President of the Corporation, and have affixed its' corporate seal (if applicable) upon this date: (insert date of signing) 5/23/2006

President (signature) [Signature]
In the State and County of: (State and County names) Massachusetts, Franklin

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

UPON THIS DATE May 23, 2006, appeared before me (print full-name of notary) Amy Beth Chyz the undersigned officer personally appeared (insert officer's name) Claude Jeanloz who acknowledged him/herself to be (insert officer's title, and the name of corporation) PRESIDENT OF YIELDHOUSE INDUSTRIES, INC.

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)



5-23-06 Amy Beth Chyz

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

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

DATE: June 5, 2013

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 03301

LESSOR: C&E Thibodeau Properties, LLC, PO Box 1700, Conway, NH 03818

DESCRIPTION: Retroactive Lease Amendment. Approval of the enclosed will retroactively authorize extending the lease for the Department's Conway District Office which is comprised of 12,447 square feet, located on the second floor of 71 Hobbs Street, Conway, NH. The additional time provided by this agreement will allow continued occupancy of the Conway office while the Department evaluates factors which led to the cancellation of its recent lease Proposal and submittal process and related restructuring efforts; thereafter up to twelve months will be needed to undertake a new RFP and submittal process for any proposed subsequent lease

TERM: Twelve (12) months, June 9, 2013 through June 8, 2014

RENT: The current annual rent remains unchanged: \$197,736.00 which is \$15.89 per SF prorated to a monthly rent of \$16,478.00

JANITORIAL: Included in rent

UTILITIES: Included in rent

TOTAL COST: \$197,736.00

PUBLIC NOTICE: The Department determined the most cost effective means of providing necessary office space for a single year was through sole source amendment of the current lease. The Request for Proposal process undertaken by the Department for the Eastern catchment area was cancelled, therefore the process will be undertaken again prior to submittal of any proposed new or renewal lease, it is anticipated this process will take at least twelve months

CLEAN AIR PROVISIONS: No provisions are applicable to the amended term

BARRIER-FREE DESIGN COMMITTEE: No review by Committee required for an amended lease

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

