



Lori A. Shibinette
Commissioner

David S. Clapp
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER
BUREAU OF FACILITIES MAINTENANCE AND OFFICE SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9094 1-800-852-3345 Ext. 9094
Fax: 603-271-8999 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 23, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a new lease with ZJBV Properties, LLC, 300 Gay Street, Manchester, New Hampshire 03103 (vendor number pending) for warehouse space at 70 Pembroke Road, Concord, for the Department's Emergency Services Unit and New Hampshire Hospital, in the amount of \$1,036,051.20 with a completion date of May 31, 2025 effective upon approval of Governor and Executive Council. Source of funds: **General Funds 49% and Federal Funds 51%**.

Funds are available in SFY 2020 and SFY 2021 and are anticipated to be available in SFY 2022 through SFY 2025 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	Amount
SFY 2020	022-500248	Rent&Leases Other than State	\$ 16,757.67
SFY 2021	022-500248	Rent&Leases Other than State	\$201,343.24
SFY 2022	022-500248	Rent&Leases Other than State	\$204,360.14
SFY 2023	022-500248	Rent&Leases Other than State	\$207,413.27
SFY 2024	022-500248	Rent&Leases Other than State	\$210,558.49
SFY 2025	022-500248	Rent&Leases Other than State	<u>\$195,618.39</u>
Total			\$1,036,051.20

EXPLANATION

The Department of Health and Human Services is requesting approval of the attached five-year new lease agreement with ZJBV Properties, LLC. This new lease agreement will allow the Department to secure warehouse space for its Emergency Services Unit providing space for emergency supplies and communications equipment and New Hampshire Hospital for storage of hospital beds.

The Department currently leases warehouse space on Stickney Avenue in Concord from the Department of Transportation. The building is scheduled for demolition; therefore, the last day of occupancy is June 30, 2020.

The Department initiated Requests for Proposals in November 2014 and January 2017 with no viable results. Due to the lack of reasonable rentable warehouse space (some providing rates in the \$20.00 per square foot range) in the Concord area and the timeframe for a Request for Proposal, the Department requested a waiver per Adm 610.11 Exemptions and Waivers from Public Notice Requirement, (c),2, b; waiver approved by the Department of Administrative Services on January 16, 2020 (see attached).

The previous space searches were unable to procure warehouse space for the Department, primarily due to the limited available warehouse space in the Concord area and the State's stringent lease contract requirements that present significant obstacles for building owners. Local research in the Concord area resulted in a location at 70 Pembroke Road which meets the needs of the Department. The space will be used for New Hampshire Hospital storage and the Emergency Services Unit storage.

The Department requested a five-year term as warehouse space requires minimal fit-up, therefore, a lower amortization cost over the term. This building will encourage smart growth by renovating the existing facility. The proposal includes the limited renovation of the existing building to provide warehouse space for the Department of Health and Human Services (no other State agencies are considering warehouse space in the Concord area at this time). The lease rate is \$10.87 per square foot (based on minimal renovations) for the Emergency Services Units' 11,500 square feet and \$10.00 per square foot (no renovations) for New Hampshire Hospital's 7,609 square feet, years two through five will increase each year by 1.5%. The square foot total consists of 19,109 square feet.

The new lease rate is structured to be payable as a gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial, and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping).

Approval of this new lease will allow the Department of Health and Human Services to consolidate warehouse space to one location specific for the Department's Emergency Services Unit and New Hampshire Hospital in a secure environment. The space serves as the statewide warehouse for both of the Department's Units.

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

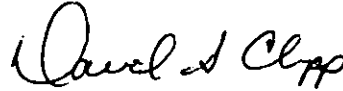
April 23, 2020

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Funding for this request is General Funds 49%, Federal Funds 51% 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,



David S. Clapp
Director of Facilities

Approved by:



Lori A. Shibanette
Commissioner



Kerrin A. Rounds
Acting Commissioner

David S. Clapp
Director

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

BUREAU OF FACILITIES MAINTENANCE AND OFFICE SERVICES

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January 14, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner:

The New Hampshire Department of Health and Human Services (DHHS) currently leases warehouse space on Stickney Avenue in Concord, New Hampshire from the Department of Transportation. The building is scheduled for demolition; therefore, the last day of occupancy is June 30, 2020.

Due to the lack of reasonable rentable warehouse space (some providing rates in the \$20.00 per square foot range) in the Concord area and the time frame for a Request for Proposal, the Department is requesting to enter into a new lease with ZJBV Properties, LLC for five years. The Department is requesting a waiver per Adm 610.11 Exemptions and Waivers from Public Notice Requirement, (c).2, b; stating, It is in the best interest of the state and can obtain at a cost that compares favorably to the current price of similar space for rent, or similar space that is currently rented by the state.

The Department of Health and Human Services initiated Requests for Proposals in November 2014 and January 2017 with no viable results. Local research in the Concord area resulted in a location at 70 Pembroke Road in Concord, which meets the needs of the Department. The space will be used for New Hampshire Hospital storage and the Department's Emergency Services Unit storage. The previous space searches were unable to procure warehouse space for DHHS, primarily due to the limited available warehouse space in the Concord area and the State's stringent lease contract requirements that present significant obstacles for building owners.

The Department was able to work a favorable 5-year lease with ZJBV Properties, LLC, with property located at 70 Pembroke Road, Concord, New Hampshire.

Charles M. Arlinghaus, Commissioner
January 14, 2020
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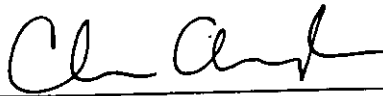
The lease rate is structured as a full gross lease, inclusive of heat, electricity and janitorial services. The full gross lease rate of \$10.00 per square foot for basic warehouse space for New Hampshire Hospital's 5,000 square feet and \$10.87 per square foot for specific fit up necessary for the Emergency Services Unit's 11,500 square feet.

The approval of the waiver will allow the Department of Health and Human Services, New Hampshire Hospital, and Emergency Services Unit to acquire needed warehouse space that best meets the needs of the Department. Your approval of the waiver is respectfully requested.

Respectfully,



David S. Clapp
Director of Facilities



Approval Signature

1/16/2020

Date

LEASE SPECIFICS

Landlord:	ZJBV Properties, LLC 300 Gay Street Manchester, NH 03103
Location:	70 Pembroke Road Concord, New Hampshire 03301
Square Foot Rate:	Year 1 \$10.87 \$10.00 Year 2 \$11.03 \$10.15 Year 3 \$11.20 \$10.30 Year 4 \$11.37 \$10.46 Year 5 \$11.54 \$10.61
Square Footage:	19,109
Monthly Rent:	Year 1 \$16,757.67 Year 2 \$17,008.87 Year 3 \$17,262.57 Year 4 \$17,525.00 Year 5 \$17,783.49
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 1, 2020 through May 31, 2025
Total Rent:	\$1,036,051.20

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

1. Parties to the Lease:

This indenture of Lease is made by the following parties:

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

Name: ZJBV Properties, LLC
(individual or corporate name)

State of Incorporation: New Hampshire
(if applicable)

Business Address: 300 Gay Street
Manchester New Hampshire 03103 603.641.8608
City State Zip Telephone number

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

Department Name: Health and Human Services

Address: 129 Pleasant Street

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

Concord NH 03301 603.271.9502
City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 70 Pembroke Road
Concord New Hampshire 03301
City State Zip

The demise of the premises consists of Approximately 19,109 square feet
(provide square footage of the leased space)

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

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

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of June, in the year 2020, and ending on the 31th day of May, in the year 2025, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: [Signature]
Date: 4-29-20

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 5 year(s) commencing on the 1st day of JUNE, in the year 2020, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

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

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

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

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

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

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

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

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

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

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

Exceptions: | _____

OR:

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

Exceptions: | Tenant solely responsible for telephone, data and security surveillance services | _____
with direct payment to provider thereof.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation 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 ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises

Landlord Initials:
Date:

4-24-20

shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

warehouse space for the Department's Emergency Services Unit and New Hampshire
Hospital

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

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "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 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 amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, 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 any existent 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 shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

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

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

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

Landlord Initials: BAT

Date: 1-24-20

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

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

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: BST
 Date: _____

4-24-20

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to 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 to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

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

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

8.10 Interior finishes and surfaces:

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

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

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

OR:

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

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar 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 the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: BT

Date: _____

4-24-20

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

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

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

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

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

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

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

10. **New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or 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 provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: BAF
Date: _____

41-24-26

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; 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 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, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated 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 Tenant's 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:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 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 that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: BAT
Date: _____

4-29-20

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to 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 it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: BAT

Date: 4-24-20

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

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

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

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

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


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

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

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

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.

Landlord Initials: 
Date: _____

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

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

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

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

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

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: BT

Date: 9-24-20

21. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
22. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Brian Thibeault
 Title: Manager of ZJBV Properties, LLC
 Address: 300 Gay Street, Manchester, NH 03103 Phone: 603.641.8608
 Email Address: josephpropertiesllc@yahoo.com

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

TENANT'S CONTACT PERSON:

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

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

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

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

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

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

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

Landlord Initials: [Signature]

Date: _____

9-29-20

the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

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

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

28. Miscellaneous:

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

28.2 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

28.3 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

28.4 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

28.5 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

28.6 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

28.7 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

28.8 Third Parties: The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: BP
Date: 4-24-20

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

David S. Clapp

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

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

Authorized by: (full name and title)

Brian J. Thibeault
Signature

Print: Brian J. Thibeault, Managing Member
Name & Title

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) April 24, 2020, appeared before

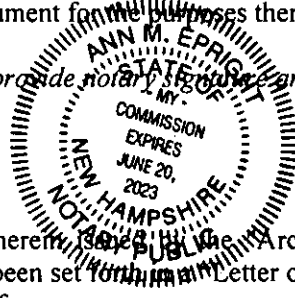
me (print full name of notary) Ann M. Epright the undersigned officer personally
appeared (insert Landlord's signature)

who acknowledged him/herself to be (print officer's title, and the name of the corporation)
manager, ZJBV Properties, LLC and that as such

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

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

Ann M. Epright



APPROVALS:

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

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

Approval date: 5/4/2020

Approving Attorney: *Gail Rubin*

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: *BAT*
Date: _____

4-24-20

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

The Premises are comprised of approximately 19,109 square feet of space (as set forth in "Section 2" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

FIVE (5) YEAR RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	6/1/20 - 5/31/21	\$10.87/\$10.00	\$16,757.67	\$201,092.04	
Year 2	6/1/21 - 5/31/22	\$11.03/\$10.15	\$17,008.87	\$204,106.44	1.5%
Year 3	6/1/22 - 5/31/23	\$11.20/\$10.30	\$17,262.57	\$207,150.84	1.5%
Year 4	6/1/23 - 5/31/24	\$11.37/\$10.46	\$17,525.00	\$210,300.00	1.5%
Year 5	6/1/24 - 5/31/25	\$11.54/\$10.61	\$17,783.49	\$213,401.88	1.5%
Total five-year term				\$1,036,051.20	

Landlord Initials: BNA

Date: 6-24-20

Part II: Additional Costs:

There are no additional cost associated with this lease.

Landlord Initials: BT
Date: 6-24-20

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

		<i>ESU</i>	<i>NHH</i>			
<i>State</i>		<i>Warehouse Space</i>	<i>Warehouse Space</i>	<i>Total</i>		<i>Fiscal Year</i>
<i>Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Payment</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Total</i>
2020	6/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		\$ 16,757.67
2021	7/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	8/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	9/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	10/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	11/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	12/1/2020	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	1/1/2021	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	2/1/2021	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	3/1/2021	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	4/1/2021	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67		
	5/1/2021	\$ 10,416.67	\$ 6,341.00	\$ 16,757.67	\$ 201,092.04	
	6/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		\$ 201,343.24
2022	7/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	8/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	9/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	10/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	11/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	12/1/2021	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	1/1/2022	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	2/1/2022	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	3/1/2022	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	4/1/2022	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87		
	5/1/2022	\$ 10,572.92	\$ 6,435.95	\$ 17,008.87	\$ 204,106.44	
	6/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		\$ 204,360.14
2023	7/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	8/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	9/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	10/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	11/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	12/1/2022	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	1/1/2023	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	2/1/2023	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	3/1/2023	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	4/1/2023	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57		
	5/1/2023	\$ 10,731.51	\$ 6,531.06	\$ 17,262.57	\$ 207,150.84	
	6/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		\$ 207,413.27
2024	7/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	8/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	9/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	10/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	11/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	12/1/2023	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		

Landlord Initials: BA

Date:

9-29-20

	1/1/2024	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	2/1/2024	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	3/1/2024	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	4/1/2024	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00		
	5/1/2024	\$ 10,892.49	\$ 6,632.51	\$ 17,525.00	\$ 210,300.00	
	6/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		\$ 210,558.49
2025	7/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	8/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	9/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	10/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	11/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	12/1/2024	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	1/1/2025	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	2/1/2025	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	3/1/2025	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	4/1/2025	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49		
	5/1/2025	\$ 11,055.87	\$ 6,727.62	\$ 17,783.49	\$ 213,401.88	\$ 195,618.39
Total Rent					\$ 1,036,051.20	\$1,036,051.20

Landlord Initials: BJD
Date: _____

4-24-20

EXHIBIT B

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

1. Landlord shall assume responsibility for and pay for all janitorial services to the Premises during the term herein. These services shall include, but not be limited to, the following:
 - Daily Damp mop cleaning of the resilient flooring in the rest rooms.
 - Daily Cleaning of all fixtures and surfaces within the rest rooms.
 - Consistent Provision of all supplies within the rest rooms, such as toilet paper and paper towels, and
2. Landlord shall assume responsibility for and pay for the following:
 - a. The Landlord shall be responsible for the replacement of any expired light bulbs, lamps and/or fluorescent tubes in the interior of the Premises; and,
 - b. The Landlord shall be responsible for the replacement of any expired or broken light bulbs, lamps and/or fluorescent tubes located at the exterior of the Premises and/or fixtures in the parking lot and site areas serving the Premises; and,
 - c. The Landlord shall be responsible for the replacement of any (regardless of interior or exterior) broken or improperly operating light fixtures, and/or ballasts throughout the Premises.
 - d. The Landlord shall be responsible for cleaning the exterior surfaces of all windows within the Premises annually.
 - e. The Landlord shall be responsible for providing a dumpster or compactor maintained by the Landlord on a pad located within the site to which the Premises are a part. Use of the Landlord's dumpster or compactor shall be without additional charge to the Tenant, included in the annual rent.
 - f. The Landlord is responsible for the timely provision of all services specified herein in section 8 "Maintenance and Repair by the Landlord".

Landlord Initials: BJA
Date: _____

4-24-20

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements, Recycling, and Energy Conservation follow:

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

In reference to letter dated October 31, 2008, the Architectural Barrier-free Design Committee's decision regarding Committee review of storage space leases. It was decided that as long as the building in question is only used for storage and there are no employee work areas in the building the Committee will not need to review the lease for accessibility compliance. Therefore no Letter of Recommendation is required.

Part II Air Testing Requirements – No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in accordance with the requirements of the Agreement herein.

The space is designated as warehouse space only, storing material and supplies, there are no occupied staff at this location, therefore no clean air testing is required.

Part III Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.]]

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in the following documents attached hereto:
 - a. DHHS Tenant Design Build Intent Plan, ESU, Conceptual Floor Plan SK-1
 - b. DHHS Tenant Design Build Intent Plan, ESU, Conceptual Electrical Plan SK-2
 - c. DHHS Tenant Design Build Intent Plan, ESU, Conceptual Lighting Plan SK-3
 - d. DHHS Tenant Design Build Intent Plan, NHH, Conceptual Floor Plan SK-4
 - e. DHHS Tenant Design Build Intent Conceptual Site & Parking Plan, SK-5
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's plans. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

Part IV Recycling: *The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference*

Tenant shall use any recycling services that are economically feasible and become readily

Landlord Initials: *DS*

Date:

available during the term. Landlord shall cooperate with Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

Part V **Energy Conservation:** *The extent to which a landlord can share information on the facility's energy consumption shall be documented below. When possible, the landlord shall share information such as energy audit results, energy scores, and monthly energy invoices.*

Landlord Initials: *BJD*
Date: 4-24-20

**EXHIBIT D
SPECIAL PROVISIONS**

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

SPECIAL PROVISIONS OF THE LEASE:

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

MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:

Landlord Initials: BA
Date: _____



725GOLD-01

YFANARAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2020

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Yvette Fanaras PHONE (A/C, No, Ext): (603) 715-9741 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: yfanaras@davistowle.com														
INSURED ZJBV Properties LLC 300 Gay Street Manchester, NH 03103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Selective Insurance Group Inc.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance Group Inc.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Selective Insurance Group Inc.															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR: YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		S2397868	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		S2397868	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED: RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

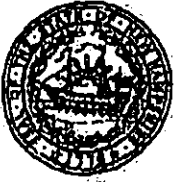
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof Of Insurance - 70 Pembroke Road, Concord NH

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

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

David Gleason, Chair
Karlo McKinstar, Vice Chair
Wendy Beckwith, 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: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/abcommittee.html

31 October 2008

Ms. Mary Belec, Administrator
Bureau of Planning & Management
25 Capitol Street, Room 106B
Concord, NH 03301-6312

RE: AB Committee review of storage space leases


Dear Mary:

The purpose of this letter is to confirm the Architectural Barrier-free Design Committee's decision regarding Committee review of storage space leases. It was decided that as long as the building in question is only used for storage and there are no employee work areas in the building the Committee will not need to review the lease for accessibility compliance.

The Committee does, however, request that Administrative Services send a copy of the completed lease to Wendy Beckwith's attention for our files.

Thank you for bringing this matter to our attention.

Regards,


David Gleason, Chair
WTB

wb

State of New Hampshire

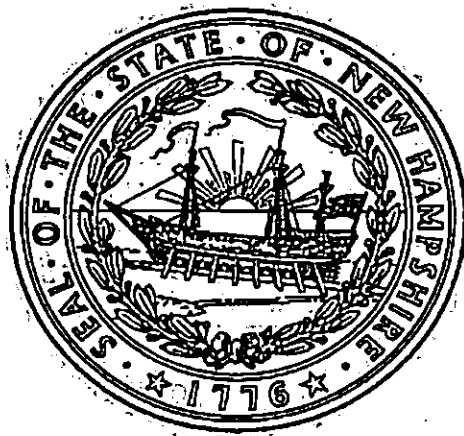
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ZJBV PROPERTIES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 10, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 691592

Certificate Number: 0004900063



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

**ACTION OF THE
MANAGERS OF ZJBV PROPERTIES LLC
BY UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING**

The undersigned, being all of the Managers of **ZJBV PROPERTIES LLC**, a New Hampshire limited liability company (the "Company"), do hereby consent in writing and in lieu of a meeting of the Managers of the COMPANY, to the adoption of the following resolutions:

RESOLVED: That the COMPANY be and hereby is authorized to enter into a Lease agreement with respect with **the State of New Hampshire Department of Health and Human Services** (the "Lessee"), as evidenced by, among other things, a certain Standard Lease Agreement for the property located at **70 Pembroke Road, Concord, NH 03301** (the "Property;

FURTHER RESOLVED: That the COMPANY will derive substantial direct and indirect benefit from the transactions contemplated by the Lease.

FURTHER RESOLVED: That, with the unanimous consent of the Member, the Manager of the COMPANY, **Brian J. Thibeault**, (the "Manager") is authorized, empowered and directed, in the name of and on behalf of the COMPANY, to enter into, execute and deliver the Lease and any and all agreements, instruments or documents contemplated thereby, and to take such other actions and execute, deliver and file such other documents, instruments and agreements as such officers, in their joint discretion, deem necessary or appropriate and as required by the Lease to consummate the transaction contemplated by the Lease, the execution and delivery of any such agreements, instruments or documents and the taking of any such actions to be conclusive evidence of the approval thereof by the Manager and of the Manager's approval of the terms and conditions thereof.

FURTHER RESOLVED: That all actions of the Manager of the Company taken prior to the adoption of this Action in furtherance of the transaction described herein are hereby confirmed, approved and ratified in all respects.

EXECUTED as of this 24th day of **April, 2020**.


Brian J. Thibeault, Manager and Member

State of New Hampshire

Merrimack, ss

On this 24th day of April, 2020, before me, the undersigned notary public, personally appeared **Brian Thibeault, Manager of ZJBV Properties LLC**, proved to me through satisfactory evidence of identification, which were Driver's License; State ID; Passport; Other Government Issued ID; Other, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and as the free act and deed of **ZJBV Properties LLC**, before me.



Ann M. Epright
Notary Public:
My Commission Expires: 6/20/2023

LIMITED LIABILITY COMPANY AGREEMENT

ZJBV PROPERTIES, LLC

WITNESSETH that **BRIAN J. THIBEAULT** of 300 Gay Street, Manchester, New Hampshire 03103, has this 22nd day of May, 2013 undertaken this agreement to establish a Limited Liability Company pursuant to the provisions of New Hampshire RSA 304-C (the "Act").

1. Name:

The Limited Liability Company to be formed hereunder shall be named and known as **ZJBV PROPERTIES, LLC** (the "Company").

2. Registered Office:

The Company shall maintain its initial registered office and initial business office at 300 Gay Street, Manchester, New Hampshire 03103.

3. Registered Agent:

The initial registered agent for service of process at said registered office shall be Brian J. Thibault, 300 Gay Street, Manchester, NH 03103.

4. Purposes:

In addition to the powers and purposes provided for such limited liability companies under New Hampshire law, the primary business or purpose for which this Company is formed is purchase, hold, own, use, lease, enter contracts pertaining to, operate, convey, sell, mortgage, pledge real or personal property and to generally exercise all powers conferred by the Act, as amended.

5. Duration:

Except as otherwise provided in Act, the existence of the Company shall continue in full force and effect from the time of filing of the Certificate of Formation with the New Hampshire Secretary of State indefinitely until dissolved by written consent of the members holding a majority interest in the Company.

6. Membership:

There shall be one class of members, which class shall hold 100% of the interest of the Company. Each member shall be entitled to vote one vote for each one percent, or fraction thereof, of that member's total percentage interest in the Company. Voting rights of the membership comprise the right to vote on the following matters, which shall require an approval by the members holding a majority interest in the Company.

Amendment of the current filing with the Secretary of State for New Hampshire, or any other amendment to this Agreement.

Any action to enlarge the membership or change the composition or voting rights of the membership.

Any action to dissociate or to otherwise terminate business operations.

Any action to appoint or remove a manager.

Any action which authorizes a manager to do any act which contravenes this Agreement, particularly in respect to proposed activities beyond the purposes set forth herein.

Any action to indemnify a manager or a member for loss or damage attributable to his or her conduct on behalf of or in the name of the Company.

Any action to remove a member from the Company.

7. Manager/Restrictions on Members.

Subject to the delegation of rights and powers as provided for herein, the Manager shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Company. No Member, by reason of its status as such, shall have any authority to act for or bind the Company but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members. The Manager of the Company shall be elected by members holding a majority of the interest in the Company. Until a successor shall be elected, the Manager of the Company shall be Brian J. Thibeault. The Manager shall have all the powers conferred by the Act or any other statute, and shall be subject to the following:

(a) The Manager may appoint, employ, or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion. The Manager may delegate to any officer or Member of the Company or to any such other person or entity, such authority to act on behalf of the Company as the Manager may from time to time deem appropriate in its sole discretion.

(b) Except as otherwise provided by the Manager or in this Agreement, when the taking of an action has been authorized by the Manager, the Manager or any officer or Member of the Company, or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the Company and may execute and file on behalf of the Company with the Secretary of State of the State of New Hampshire any certificates of correction of, or certificates of amendment to, the Company's certificate of formation, one or more restated certificates of formation and certificates of merger or

consolidation and, upon the dissolution and completion of winding up of the Company, at any time when there are fewer than two Members, or as otherwise provided in the Act, a certificate of cancellation canceling the Company's certificate of formation.

(c) The Manager shall not, unless expressly authorized by members holding a majority of the interest in the Company, sell, lease, pledge, transfer or otherwise dispose of all or substantially all of the Company's assets or merge or consolidate with or into any corporation or other entity; and, for the purposes of this Section, the acquisition by the Company of all or substantially all of the assets, together with the assumption of all or substantially all of the obligations and liabilities, of any corporation shall be deemed to be a consolidation of such corporation with the Company.

(d) The Manager shall serve until he resigns, dies, becomes incapacitated, or is removed. The number of Managers shall be one (1), unless and until all of the Members designate otherwise. Managers can be removed with or without cause by a vote of members holding a majority of interest in the Company. A successor Manager shall be appointed by a vote of members holding a majority of the interests in the Company.

8. Lack of Transferability of Interests

No member shall, without the consent of all other member(s), confer on any person who is not a member, any right or power of the member relating to the management of the Company, including, without limitation, the right to vote on Company matters and the right to act as an agent of the Company. No member shall, without the consent of all other member(s), voluntarily or involuntarily, sell, gift, assign or otherwise transfer any interest or fraction thereof of that member's interest in the Company to any person. In the event that a member is dissociated from the Company and the Company does not pay the member ceasing to be a member any payment for the value of the member's interest in the Company, the ceasing member is permitted to sell or otherwise transfer that member's entire interest in the Company and the purchaser of such interest shall only have the rights of an assignee of a member. An assignee of a member's interest shall not be entitled to participate in the management and affairs of the Company or to exercise any rights or powers of a member without the consent of all other members. An assignee who becomes a member is liable for the obligations of his assignor to make contributions of property, services or cash or otherwise to the Company. Membership interests shall not be sold or offered for sale except as allowed for under RSA 421-B.

9. Pledges

No member shall pledge any portion of the member's rights or his or her interest in the Company without the written consent of all other members.

10. Meetings:

Upon demand of any member there shall be a meeting of the members of the Company within thirty (30) days of the demand to consider the affairs of the Company and to take any action permitted to be taken by the members by the Act, this Agreement or the certificate of formation, unless there has been such a meeting within 60 days prior to delivery of the demand. A quorum shall be necessary to take any action at a meeting which is binding upon the Company or its membership, and a quorum consists of so many member(s) as together hold 51% of the interest in the Company. An action is deemed to be approved when 51% of the interest in the Company has voted affirmatively. Member(s) may issue written proxies of specific or unlimited duration, which proxies shall have the same effect as if the member were present and voting.

11. Written Consent:

Any action required or permitted by this Agreement to be taken at a meeting of the members may be taken without a meeting if the action is taken by all of the member(s) entitled to vote on an action, and such action shall also be a "vote of the members". The action must be evidenced by one or more written consents, describing the action taken, signed by all the members entitled to vote on the action, and delivered to the Company for filing with the Company's records. The date of the action shall be the date the last member signed such consent, unless the consent specifies a different date.

12. Membership Interest:

In the course of a member's participation and involvement in the Company, excepting any periods in which the member or assignee of a member has refused or failed to make any required contributions, each member shall be entitled to a share of any distribution of the net profits and net losses of the Company in proportion to that member's percentage interest in the Company. Except as hereinafter provided with respect to breach of obligations to contribute, upon dissolution, each member shall be entitled to a share of the assets of the Company, in proportion to that member's percentage interest in the Company. The initial member of the Company and his percentage interest of the Company are:

Brian Thibeault

One Hundred (100%) Percent

13. Membership Contribution:

The initial contributions of the member(s) shall be such cash, assets and other consideration as shall be carried on the books of the Company by the member(s) or the accountant of the Company.

Notwithstanding the above, it is the intent of the parties that each member shall, when required, contribute in accordance with his or her interest in the Company for the maintenance and operation of the Company's business. A record of each member's contributions shall be maintained at the principal office of the Company, and shall be available at any time during business hours for inspection and copying by any member of the Company.

Each future member shall be obligated as a condition of continued membership, to pay a share of any and all losses, expenses or operation costs in proportion to such member's interest in the Company within twenty (20) days of assessment and notice of such loss or expense by the Company. For any period in which any member's contributions are in arrears, that member shall not be permitted to participate in any distributions of earnings or profits of the Company, but such distributions shall be applied toward any outstanding and unpaid contributions of such member until such arrearage is satisfied.

14. Tax Classification:

In the event that the Company has only one member, the member intends that upon its formation and on a continuing basis thereafter the Company shall be classified as a sole proprietorship under applicable federal tax regulations and rulings. In the event there is more than one member, the members intend that the Company be classified as a partnership under applicable federal tax regulations and rulings.

15. Events of Dissociation:

A member shall be dissociated from the Company only upon the occurrence of one or more of the following events:

- a. The member resigns upon thirty (30) days written notice to the other members.
- b. A court of competent jurisdiction makes a final determination that the member is incompetent.
- c. The member dies.
- d. The member becomes totally disabled.

16. Distributions to Members upon Dissociation:

Unless all of the members agree in writing to the contrary, if any member is dissociated from the Company by reason of the member's death, resignation, incompetence or total disability, the Company shall pay the member (or the member's appointee or estate) (i) any distribution to which the member is entitled under this Agreement; and (ii) fair market value for the member's interest in the Company upon reasonable payment terms. Until the Company pays the member, ceasing to be a member any payment for the value of the member's interest in the Company, the member, ceasing to be a member shall continue to have the rights of an assignee of such interest pursuant to Section 46(II) of the Act, subject to the Company's right of offset under Section 27(III) of the Act, if any.

17. Dissolution:

The Company shall be dissolved only upon the occurrence of one or more of the following events:

- a. A member dies and other members holding a majority of the interests of the Company vote to dissolve the Company within 60 days after learning of the death.
- b. Member(s) holding a majority of the interests of the Company vote to dissolve it.
- c. The issuance of a notice of administrative dissolution section 53(I) of the Act or entry of a decree of judicial dissolution under section 51 of the Act.

18. Books of Account, Records and Reports:

The Company shall maintain proper books of account, which shall comply with all applicable federal income tax regulations (the "Regulations") and with generally accepted accounting practices as applicable to limited liability companies.

Within 60 days after the close of the fiscal year of the Company, the Company shall prepare and deliver to the member(s) written reports which shall contain all information in the possession of the Company that is reasonably necessary to enable the member(s) to prepare their federal income tax returns.

19. No Liability of Members:

All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

20. Indemnification:

If a member is made a party to a proceeding because a member acted on behalf of the Company, the Company shall indemnify the member against liability for a judgment, settlement, penalty, fine or reasonable expense incurred by the members with respect to the proceeding if, in the matters in question in the proceeding:

- a. The member conducted himself/herself in good faith.

21. Advancement of Expenses:

The Company shall pay for the reasonable legal and related expenses incurred by a member who is a party to a proceeding in advance of the final disposition of the proceeding.

22. Construction and Interpretation:

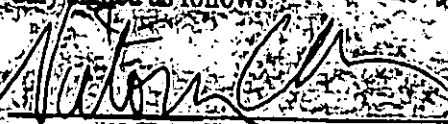
This Agreement is intended to conform to the provisions of the Act as amended from time to time, including those provisions affording a limited liability company agreement the latitude to change the provisions that would otherwise pertain if the agreement was silent as to a given issue or scheme of operation. With respect to any provisions hereof which purport to apply in place of statutory provisions which allow the Agreement to control, any inconsistency is to be construed in favor of the fair and reasonable meaning of this Agreement as a whole. In any instance where this Agreement purports to contradict a statutory provision where such latitude is not afforded to the Agreement, the Agreement is to be first interpreted in the context of the Act, and if any such provision hereof may not stand consistently with such Act, such provision shall be stricken and the remaining provisions hereof shall survive so far as they remain consistent with the Act. This Agreement shall be governed by the law of the State of New Hampshire.

This Agreement comprises the entire agreement with respect to the formation and operation of the within named company. It may not be modified except upon a writing signed by a majority vote by the member(s) and shall not be subject to challenge or interpretation based upon parole evidence. This Agreement shall be binding upon and shall inure to the benefit of the parties, executors and administrators.

23. Notices:

Notices under this Agreement shall be sent to the Company at its registered office and to the member(s) at the address stated on the first page of the Agreement. A member may change any such address upon reasonable notice to the other parties.

In witness to the acceptance of the above terms and conditions, the Agreement has been duly signed as follows:



Witness



BRIAN THIBEAULT

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 4/29/2020

Company Name: ZION Properties LLC

Address: 300 Gay St
Manchester NH 03103

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

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

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

Authorized Signor's Name Printed Brian J. Thibeault

Authorized Signor's Signature [Signature]

Authorized Signor's Title manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: USA STATE: NH

ZIP: 03103

On the 29 day of April, 2020, personally appeared before me, the above named Brian J. Thibeault in his/her capacity as authorized representative of ZION Properties known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

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

My commission expires: March 25, 2025



**ZJBV PROPERTIES LLC
300 Gay Street
Manchester NH 03103
603-641-8608 Phone
603-666-3716 Fax**

April 24, 2020

Please accept this letter as confirmation that ZJBV Properties LLC is not required to carry Worker's Compensation insurance as there are no employees under this LLC name.



**Brian L. Thibeault
Manager**



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. [Log In](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/09/2020 from 8:00 AM to 1:00 PM

ALERT: CAGE is experiencing a high volume of entity registrations; processing time is currently exceeding the normal window of ten business days. Please respond promptly by email to the DLA CAGE Program if you are contacted for additional information to prevent further delays.

<p>Entity Dashboard</p> <ul style="list-style-type: none"> › Entity Overview › Entity Registration <ul style="list-style-type: none"> • Core Data • Assertions • Reps & Certs • POCs › Exclusions <ul style="list-style-type: none"> • Active Exclusions • Inactive Exclusions • Excluded Family Members <p>RETURN TO SEARCH</p>	<p>ZJBV Properties LLC DUNS: 078877923 CAGE Code: 6XRF6 Status: Active Expiration Date: 02/02/2021 Purpose of Registration: All Awards</p> <hr/> <p>Entity Overview</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Entity Registration Summary</p> <p>Name: ZJBV Properties LLC Business Type: Business or Organization Last Updated By: Brian Thibeault Registration Status: Active Activation Date: 02/03/2020 Expiration Date: 02/02/2021</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div>	<p>300 Gay St Manchester, NH, 03103-6816, UNITED STATES</p>
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Search Records	Disclaimers	FAPHS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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

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

DATE: May 5, 2020

SUBJECT: Attached Lease;
Approval respectfully requested.

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

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

LESSOR: ZJBV Properties, LLC, 300 Gay Street, Manchester, NH 03103

DESCRIPTION: Sole Source Lease : Approval of the enclosed will authorize the rental of 19,109 square feet of storage/warehouse space located at 70 Pembroke Road, Concord NH. This space is used by the Department for the Emergency Services Unit and New Hampshire Hospital

TERM: Five (5) Year, commencing June 1, 2020 ending May 31, 2025

OPTIONS: There are no options to extend the term

ANNUAL RENT:

YEARS	SQ.FT.	MONTHLY	ANNUAL	SF RATE	
First Year	19,109	\$ 16,757.67	201,092.04	\$10.87/\$10.00	0% inc.
Second Year	19,109	\$ 17,008.87	204,106.44	\$11.03/\$10.15	1.5% inc.
Third Year	19,109	\$ 17,262.57	207,150.84	\$11.20/\$10.30	1.5% inc.
Fourth Year	19,109	\$ 17,525.00	210,300.00	\$11.37/\$10.46	1.5% inc.
Fifth Year	19,109	\$17,783.49	213,401.88	\$11.54/\$10.61	1.5% inc.
		TOTAL	1,036,051.20		

JANITORIAL: The janitorial services are provided by the landlord and included in the lease costs

UTILITIES: Provision of utilities included in annual rent

TOTAL COST: Five (5) Years Total: \$ 1,036,051.20

PUBLIC NOTICE: Sole Source Lease Renewal; Cost to get comparable space is more with the addition of the cost to move and the term is only for 26 month, DES is getting a state building.

CLEAN AIR PROVISIONS: N/A: storage space is exempt from testing requirements

BARRIER-FREE DESIGN COMMITTEE: Exempt from Committee review due to use of space, the Committee granted such exemption October 31, 2008

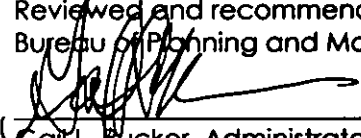
DEMISE PLAN: On file with Lessee, Lessor and DAS Bureau of Planning & Management

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

OTHER: Approval of the enclosed is recommended

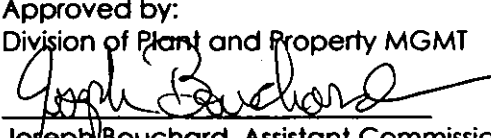
The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice

Reviewed and recommended by:
Bureau of Planning and Management



Gail L. Rucker, Administrator II

Approved by:
Division of Plant and Property MGMT



Joseph Bouchard, Assistant Commissioner