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

Lori A. Weaver
Commissioner

Morissa S. Henn
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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February 6, 2024

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services Office of the Commissioner to enter into a **Sole Source** five-year lease agreement with Old Church Road Real Estate LLC, Claremont, New Hampshire (Vendor #486318), in the amount of \$1,797,228.00, for office space comprised of approximately 15,000 square feet for the Claremont District Office located at 136 Maple Avenue, Claremont NH, effective March 1, 2024, upon Governor and Council approval, through February 28, 2029. Source of funds: **General Funds 65.40%, Federal Funds 34.42% and .18% Other Funds.**

2. Contingent upon approval of request #1, authorize the Department of Health and Human Services Office of the Commissioner to make unencumbered payments to Old Church Road Real Estate, LLC Claremont, New Hampshire (Vendor #486318), under this agreement for alterations, renovations or modifications to the subject premises, for an amount not to exceed \$75,000.00, effective March 1, 2024, upon Governor and Council approval through February 28, 2029. Source of funds: **General Funds 65.40%, Federal Funds 34.42% and .18% Other Funds.**

Funds are available in the following account for SFY 2024 and 2025, and are anticipated to be available in SFY 2026 through 2029, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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 2024	048-500226	Contractual Maintenance Build	\$ 75,000.00
Fiscal Year	Class/Object	Class Title	Amount
SFY 2024	022-500248	Rent & Leases Other than State	\$90,000.00
SFY 2025	022-500248	Rent & Leases Other than State	\$360,000.00
SFY 2026	022-500248	Rent & Leases Other than State	\$360,000.00
SFY 2027	022-500248	Rent & Leases Other than State	\$363,000.00
SFY 2028	022-500248	Rent & Leases Other than State	\$372,076.00
SFY 2029	022-500248	Rent & Leases Other than State	<u>\$252,152.00</u>
Total			\$1,797,228.00

EXPLANATION

This request is **Sole Source** to allow the Department to enter into a new lease for approximately 15,000 square feet for the back office operations of the Claremont District Office. The Department requested 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 waiver was approved on January 8, 2024 (see attached). The current office is located in an office owned by the Department of Administrative Services who intend to sell the building.

The Department of Health and Human Services has been trying to move from the Claremont office for the last five plus years and has put out a Request for Proposals (RFP) multiple times since 2018. None of the RFP processes yielded any viable responses and in some cases no response at all.

In February 2023, the office had considerable damage due to a burst water pipe; closing the office to the public and to DHHS employees for almost three months. To ensure the public had continued access to critical agency services during the period of office closure, DHHS partnered with New Hampshire Employment Services (NHES) to open a temporary lobby at the Claremont (NHES) Office. This opportunity with NHES has and continues to serve the DHHS walk-in clients well, while also benefiting the employees of DHHS and NHES. Further, this enabled the Department to enter into a lease for less space than would typically be needed.

Approval of the enclosed five-year lease agreement will authorize the Department of Health and Human Services to rent the premises which provides for back office space for the Claremont District Office serving clients in the greater Sullivan County. The Bureau of Family Assistance, Bureau of Employment Support, Bureau of Child Care Services, Bureau of Elderly and Adult Services, and the Division for Children, Youth and Families currently have eighty (80) employees occupying the Claremont District Office.

The annual rental cost per square foot for the facility in each year of the agreement shall be \$360,000* or \$24.00 per square foot in year one, two and three (*year one based on an 11-month rental schedule due to the commencement of the occupancy term), \$369,000 or \$24.60 per square foot in year four, and \$378,228 or \$25.22 per square foot in year five. The total amount of rent paid under the terms of this agreement shall not exceed \$1,797,228.00. The lease is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial services 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).

Further, additional payments for an amount not to exceed \$75,000 shall be made to the Landlord under the terms of the agreement in accordance with Exhibit A, Part II, for costs relating to fit-up alterations necessary to configure the space for occupancy; such alterations include 1) network expenses to meet state requirements, and 2) construction of a divider wall to separate Tenant's space.

If this lease is not approved by the Governor and Council, the Department will not have a location for its employees in the greater Claremont area. In the event that the Federal Funds or Other Funds become no longer available, additional General Funds will not be requested to support this agreement.

Respectfully submitted,


Lori A. Weaver
Commissioner

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

FROM: Karen L. Rantamaki, Director
Department of Administrative Services
Division of Plant and Property

DATE: February 12, 2024

SUBJECT: Attached Lease Agreement
Approval respectfully requested

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

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

LESSOR: Old Church Road Real Estate LLC. 136 Maple Avenue, Claremont, NH 03743

DESCRIPTION: Approval of the enclosed will authorize a 5-year lease for approximately 15,000 square feet of fully furnished space for property located at 136 Maple Avenue, Claremont, NH 03743

TERM: 5 years – commencing March 1, 2024, and ending February 28, 2029. No extensions.

RENT: Monthly rent is \$30,000.00 for the first 3 years at a rate of \$24.00/sf. Rent increases 2.5% in year 4, making the monthly rent \$30,750.00 (24.60/sf). Rent increases another 2.5% in year 5 totaling \$31,519.00 monthly (or \$25.22/sf). Total rent for five years is \$1,797,228.00. Additional cost of \$75,000 for fit-up renovations before move-in.

JANITORIAL & RECYCLING: Janitorial is included with the lease.

UTILITIES: Utilities are included in the lease.

PARKING: Parking is included in the lease.

TOTAL TERM COST: \$1,872,228.00

PUBLIC NOTICE: DHHS obtained a waiver from public notice due to previous attempts at RFP and their recent damage to the existing property requiring them to move quickly.

CLEAN AIR PROVISIONS: Clean air testing will be scheduled upon approval of the lease agreement.

BARRIER-FREE DESIGN COMMITTEE: A Letter of Opinion was issued by ABFDC indicating that the location meets barrier free requirements.

OTHER: Approval of the enclosed agreement is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property



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

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January 2, 2024

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

Dear Commissioner Arlinghaus:

The New Hampshire Department of Health and Human Services (DHHS) is requesting a waiver from the public notice requirement for leased space, pursuant to New Hampshire Administrative Rules, Adm. 610.11(c), Exemptions & Waivers from Public Notice Requirement. DHHS currently leases space from the Department of Administrative Services (DAS) at 17 Water Street, Claremont, NH 03743. This property houses 75 staff in approximately 14,000 square feet of office space. This office serves as a DHHS District Office providing services to clients in the greater Sullivan county region of the state. The Bureau of Family Assistance, Bureau of Employment Support, Bureau of Child Support Services, Bureau of Elderly and Adult Services, and the Division for Children, Youth and Families all have employees that work out of this location.

As you are aware from our work together, the Department has been trying to move from the Claremont office for the last five years. DHHS has put out a Request for Proposal (RFP) multiple times since 2018, with the most recent RFP process occurring right before COVID: January 17, February 21, and August 28, 2020. Ultimately, none of the RFP processes yielded any responses. After 2020 both DHHS and DAS continued to try and locate viable locations, including using the assistance of your staff who manage real estate to no avail.

In February 2023, the office had considerable damage due to a burst water pipe that resulted in DAS closing the office for an extended period of time. To ensure the public had continued access to critical agency services during the period of office closure, DHHS partnered with New Hampshire Employment Services (NHES) to open a temporary lobby at the Claremont (NHES) Office. This opportunity with NHES has and continues to serve the DHHS walk-in clients well, while also benefiting the employees of DHHS and NHES. Given this, DHHS has entered into a longer-term arrangement with NHES for the front lobby of the DHHS Claremont District Office and with this waiver seeks permission to relocate the remainder of the office to 136 Maple Avenue, Claremont, NH.

DHHS seeks to enter into a new lease with Old Coach Road Real Estate, LLC located at 136 Maple Avenue, Claremont, NH. The proposed new rate will include approximately 15,000 square feet. DHHS will enter into a 5-year gross lease, initially paying \$360,000 annually at \$24.00 per square foot for year one, two and three; with a 2.5% increase for year four and five paying \$369,000 or \$24.60 per square foot for year four and \$378,225 or \$25.22 per square foot for year five; as outlined below.

Year	Approx. \$/SF	Annual	% Increase over prior year
1	\$24.00	\$360,000	--
2	\$24.00	\$360,000	0%
3	\$24.00	\$360,000	0%
4	\$24.60	\$369,000	2.5%
5	\$25.22	\$378,225	2.5%

Further, DHHS will cover the cost to reconfigure the existing network and fit up of the MDF to meet updated state requirements for a cost up to \$60,000; and assume the cost to construct the dividing wall between existing tenants up to an amount of \$15,000; invoices from vendor(s) will be supplied to DHHS to support the final cost to the State.

The location at 136 Maple Avenue is centrally located and keeps the back office in Claremont. The office comes fully furnished with limited build out to meet DHHS' needs, the space is one-level, open concept, includes sound masking, ample parking, a full office generator, and has plenty of cubicle space and private offices to meet DHHS' operational needs.

After many years of searching, the opportunity before us presents the most viable option for relocating this district office and additionally bring benefits to those we serve and the staff who work there. The approval of this waiver from public notice requirements will allow DHHS to quickly move forward with a new lease at this proposed location. This will avoid extensive move costs, limited renovations, and limited loss of time and productivity during the move.

I respectfully request your approval of this waiver. Please let me know if you have any questions or need further information. Thank you.

Sincerely,



Lori A. Weaver
Commissioner



DAS Commissioner Signature

1/8/24

Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT AND PROPERTY
STANDARD LEASE AGREEMENT

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Landlord Initials: BC
Date: 2/6/24

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Date: 2/6/24

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Landlord Initials: BC
Date: 2/6/24

ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of Opinion regarding lease issued by State of New Hampshire "Architectural Barrier-Free Design Committee".
2. Certificate of Insurance issued by Landlord's insurance provider documenting provision of coverage required under the lease (section 15).
3. "Vendor Number" assigned to Landlord by the Bureau of Purchase and Property; number must be provided prior to lease submittal to Governor and Executive Council.

SUPPLEMENTAL PLANS AND SPECIFICATION REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. "Demise of Premise" floor plan(s): Authorized Landlord and Tenant signature with date of signature required on each.
 - a. Provide plans specifying the extent of the Premises designated for the Tenant's Exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plans to show location of the demised premises within the building to which it is a part, depiction of the location of the demised premises within the building to which it is a part, depiction of the public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference or reception space.
 - b. If provision of parking is included in the terms of the lease, provide detailed site sketch or detailed description of any parking areas designated for the use of the Tenant during the Term. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces that may be used by the general public. Specify all parking spaces, access aisles, and accessible paths of travel provided for conformance with barrier-free access requirement for the Premises and/or the building to which the Premises is a part.
2. "Design-Build" floor plan(s) and specifications: Authorized Landlord and Tenant signatures with date of signature required on each:
 - a. In the event renovation, new construction or improvements are to be made under the terms of the Lease, provide all final/agreed drawings and specifications describing the work, which shall include but not be limited to:
 - i. Tenant's "Design-Build floor plan(s)"
 - ii. Tenant's "Design-Build Fit-Up Specifications"
3. The documents listed in items 1 & 2 above shall be part of the finding agreement, therefore provide minimum three originals, one each distrusted to:
 - a. Tenant
 - b. Landlord
 - c. State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

SUPPLEMENTAL DOCUMENTATION REQUIRED FOR SUBMITTAL FOR FINAL APPROVALS:

1. Office of Secretary of State "Certificate of Good Standing" (CGS): needed by business organizations and trade names. Individuals contracting in their own name do not need a "CGS".
2. Certificate of Vote/Authority (CVA): needed by business entities, municipalities and trade names. Individuals contracting in their own name do not need a "CVA".

Landlord Initials: BC
Date: 2/6/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT AND PROPERTY

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: Old Church Road Real Estate LLC

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 136 Maple Avenue

Street Address (principal place of business)

Claremont NH 03743 (603) 543-1000

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) 271-9683

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: 136 Maple Avenue

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

Claremont NH 03743

City State Zip

The demise of the premises consists of: approximately 15,000 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 March, in the year 2024, and ending on the

28th day of February, in the year 2029, unless sooner terminated in accordance with the provisions hereof.

Landlord Initials: BC
Date: 2/6/24

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of five year(s) commencing on the 1st day of April, in the year 2024, 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) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 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) April 1, 2024

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.

See Exhibit D, Special Provisions for replacement language.

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 payments 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~~

BC
2/6/24
PW
2/6/24

Landlord Initials: BC
Date: 2/6/24

~~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.~~

BC
2/9/24
WJ
2/8/24

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:
| Office space for employees engaged in the delivery of health and human services | _____

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

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,

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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:

- 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,

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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.
- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any/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.

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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.

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 additions/construction 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), 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 are able to 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,

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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:

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.

See Exhibit D, Special Provisions for replacement language.

~~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.~~

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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.
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.

See Exhibit D, Special Provisions for replacement language.

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. 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.~~

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~~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.~~

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See Exhibit D, Special Provisions for replacement language.

16. **Indemnification:** ~~Landlord will save Tenant harmless and will indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted against Tenant: 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. The maintenance of liability insurance which provides Tenant coverage for such claims in compliance with Exhibit D, Section B satisfies Landlord's obligations hereunder. 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.~~

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~~16.1 **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~~

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~~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. 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.~~

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~~16.2 — Tenant's Acts or Omissions: In the event of 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 of the Tenant, Tenant shall be responsible to the extent that Tenant has consented to suits as set forth in RSA 541-B or RSA 491:8. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.~~

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

- 17.1 Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:
- A) No later than five (5) 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 workman-like 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

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Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

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

19. Surrender of the Premises: In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and 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 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.

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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: Brad Cossingham

Title: Manager

Address: 136 Maple Avenue, Claremont, NH 03743 Phone: (800) 639-2151 x2287

Email Address: bcossingham@nfronline.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: Tammy Nelson

Title: Director, Facilities and Office Services

Address: 129 Pleasant Street, Concord NH 03301 Phone: (603) 271-9683

Email Address: tammy.l.nelson@dhhs.nh.gov

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

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

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

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

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

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

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

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

Authorized by: (full name and title) Lori Weaver, Commissioner Lori Weaver

LANDLORD: (full name of corporation, LLC or individual) Old Church Road Real Estate LLC

Authorized by: (full name and title) Brad Cossingham, Manager
Signature

Print: Brad Cossingham, Manager
Name & Title

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

OF: New Hampshire COUNTY OF: Sullivan

UPON THIS DATE (insert full date) February 6, 2024, appeared before

me (print full name of notary) Jill A Dole the undersigned officer personally

appeared (insert Landlord's signature) Brad Cossingham

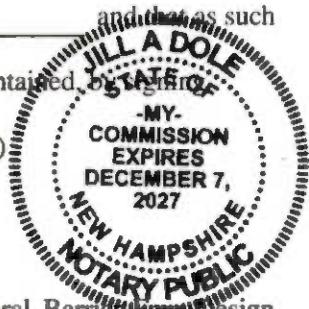
who acknowledged him/herself to be (print officer's title, and the name of the corporation)

Manager, Old Church Road Real Estate, LLC

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

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

Jill A Dole



APPROVALS:

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

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

Approval date: 2/6/24

Approving Attorney: Robyn A. Guarino Robyn.a.guarino@doj.nh.gov

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: BC
Date: 2/6/24

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term. ||*

The Premises are comprised of approximately 15,000 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.

The Rent set forth in the following schedule includes, but is not limited to, the Landlord's provision (at no extra charge) of all heating fuel, electricity, all common area maintenance charges inclusive of insurance, real estate taxes, and water and sewer services for the Premises. Rent shall include Landlord's provision of parking spaces for Tenant's use.

After the Effective Date of the Agreement set forth in Section 3.1 herein, the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein to complete construction of the Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the Rental Schedule as follows:

RENTAL SCHEDULE

Term	Dates	Approx. Cost per Sq. Foot	Total Monthly Rent	Total Annual Cost*	Annual % Increase
Year 1	4/1/24 - 2/28/25	\$24.00	\$30,000.00	\$330,000.00	--
Year 2	3/1/25 - 2/28/26	\$24.00	\$30,000.00	\$360,000.00	0%
Year 3	3/1/26 - 2/28/27	\$24.00	\$30,000.00	\$360,000.00	0%
Year 4	3/1/27 - 2/29/28	\$24.60	\$30,750.00	\$369,000.00	2.5%
Year 5	3/1/28 - 2/28/29	\$25.22	\$31,519.00	\$378,228.00	2.5%
Total Five Year Term				\$1,797,228.00	
*Annual rent has been rounded to the nearest whole number divisible and payable by twelve equal monthly payments					

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ATTACHMENT TO EXHIBIT A

TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

State Fiscal Year	Month	Rate	Monthly Payment	Yearly Total	Fiscal Year Total
2024	4/1/2024	\$24.00	\$30,000.00		
	5/1/2024	\$24.00	\$30,000.00		
	6/1/2024	\$24.00	\$30,000.00		<u>\$90,000.00</u>
2025	7/1/2024	\$24.00	\$30,000.00		
	8/1/2024	\$24.00	\$30,000.00		
	9/1/2024	\$24.00	\$30,000.00		
	10/1/2024	\$24.00	\$30,000.00		
	11/1/2024	\$24.00	\$30,000.00		
	12/1/2024	\$24.00	\$30,000.00		
	1/1/2025	\$24.00	\$30,000.00		
	2/1/2025	\$24.00	\$30,000.00		
	3/1/2025	\$24.00	\$30,000.00	<u>\$330,000.00</u>	
	4/1/2025	\$24.00	\$30,000.00		
	5/1/2025	\$24.00	\$30,000.00		
	6/1/2025	\$24.00	\$30,000.00		<u>\$360,000.00</u>
2026	7/1/2025	\$24.00	\$30,000.00		
	8/1/2025	\$24.00	\$30,000.00		
	9/1/2025	\$24.00	\$30,000.00		
	10/1/2025	\$24.00	\$30,000.00		
	11/1/2025	\$24.00	\$30,000.00		
	12/1/2025	\$24.00	\$30,000.00		
	1/1/2026	\$24.00	\$30,000.00		
	2/1/2026	\$24.00	\$30,000.00		
	3/1/2026	\$24.00	\$30,000.00	<u>\$360,000.00</u>	
	4/1/2026	\$24.00	\$30,000.00		
	5/1/2026	\$24.00	\$30,000.00		
	6/1/2026	\$24.00	\$30,000.00		<u>\$360,000.00</u>
2027	7/1/2026	\$24.00	\$30,000.00		
	8/1/2026	\$24.00	\$30,000.00		
	9/1/2026	\$24.00	\$30,000.00		
	10/1/2026	\$24.00	\$30,000.00		
	11/1/2026	\$24.00	\$30,000.00		
	12/1/2026	\$24.00	\$30,000.00		
	1/1/2027	\$24.00	\$30,000.00		
	2/1/2027	\$24.00	\$30,000.00		
	3/1/2027	\$24.60	\$30,750.00	<u>\$360,000.00</u>	
	4/1/2027	\$24.60	\$30,750.00		
	5/1/2027	\$24.60	\$30,750.00		
	6/1/2027	\$24.60	\$30,750.00		<u>\$363,000.00</u>
2028	7/1/2027	\$24.60	\$30,750.00		
	8/1/2027	\$24.60	\$30,750.00		
	9/1/2027	\$24.60	\$30,750.00		
	10/1/2027	\$24.60	\$30,750.00		

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	11/1/2027	\$24.60	\$30,750.00		
	12/1/2027	\$24.60	\$30,750.00		
	1/1/2028	\$24.60	\$30,750.00		
	2/1/2028	\$24.60	\$30,750.00		
	3/1/2028	\$25.22	\$31,519.00	<u>\$369,000.00</u>	
	4/1/2028	\$25.22	\$31,519.00		
	5/1/2028	\$25.22	\$31,519.00		
	6/1/2028	\$25.22	\$31,519.00		<u>\$372,076.00</u>
2029	7/1/2028	\$25.22	\$31,519.00		
	8/1/2028	\$25.22	\$31,519.00		
	9/1/2028	\$25.22	\$31,519.00		
	10/1/2028	\$25.22	\$31,519.00		
	11/1/2028	\$25.22	\$31,519.00		
	12/1/2028	\$25.22	\$31,519.00		
	1/1/2029	\$25.22	\$31,519.00		
	2/1/2029	\$25.22	\$31,519.00	<u>\$378,228.00</u>	<u>\$252,152.00</u>
TOTAL RENT				<u>\$1,797,228.00</u>	<u>\$1,797,228.00</u>

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Part II: **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment. | |*

Additional payments shall be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations or modifications to the subject premises, for an amount not to exceed \$75,000, as stated herein and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General provisions.

- 1) Tenant shall reimburse the Landlord for costs to reconfigure the existing Communications Room (network expenses) to meet updated state requirements in accordance with **Exhibit D, J. Communications Room** for a cost up to \$60,000; and
- 2) Tenant shall reimburse the Landlord for costs to construct the gypsum floor to ceiling wall necessary to separate Tenant's space in accordance with **Exhibit D, H. Wall Construction** for a cost up to \$15,000.

Landlord shall submit an invoice to the Tenant for the above costs, and shall include detailed invoices from the vendor(s) to support the final cost to the Tenant. Tenant shall have thirty (30) days from the date of invoice to process the payment(s) to Landlord.

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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.*

The Landlord shall be solely responsible for the provision of janitorial services to all areas of the premises; provision of the services shall be in accordance with the following:

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. **SCOPE:** These specifications provided for accomplishing custodial services in a professional and workmanlike manner in compliance with these specifications and subject to the terms and conditions of the Agreement herein.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall be performed two nights a week, Sunday and Wednesday evenings.
- 1-04. **DEFINITIONS OF SERVICES:**
- A. **Sweeping** – Includes brush or mop sweeping compound, if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. **Damp-Mopping** – Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. **Resilient Floor Coverings** – Includes linoleum, VCT and non-pvc content composition resilient tiles.
 - D. **Vacuum Carpets (spot clean)** – Vacuum all carpeted common areas, heavy traffic areas and entranceways.
 - E. **Vacuum Carpets** – Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- 1-05. **SUPPLIES AND EQUIPMENT:** The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power.
- A. **Materials and Supplies** – The LANDLORD shall furnish all materials and supplies required.
 - B. **Supplies Used** – Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. All hazardous items shall be handled in conformance with the terms of the Agreement herein.
 - C. **Personal Protection Equipment (PPE)** – LANDLORD shall be responsible to provide, instruct and replace/upgrade, as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.
- 1-06. **STORAGE:** The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the building in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.
- 1-07. **QUALIFICATIONS:**

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- A. Employees – The LANDLORD shall employ only personnel skilled in janitorial work. The LANDLORD assumes responsibility of their employees, subcontractors, agents and invitees.
- 1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all items during hours specified for services, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work.
- 1-09. INSPECTION: Daily inspection of all the LANDLORD's work may be made by the Tenant's designated representative. The representative shall have the authority to point out to the LANDLORD incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the Agreement herein.
- 1-10. DEFECTIVE WORK AND DAMAGES: The Tenant will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies.
- 1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:
- A. Dusting – A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.
 - B. Plumbing Fixtures and Dispenser Cleaning – Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.
 - C. Sweeping – A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.
 - D. Spot Cleaning – A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.
 - E. Damp Mopping – A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
 - F. Material Cleaning – All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.
 - G. Glass Cleaning – Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
 - H. Scrubbing – Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
 - I. Light-Fixture Cleaning – Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
 - J. Diffuser Cleaning – Diffusers are clean when all surfaces are without dirt, stains, film or streaks. All articles removed must be replaced immediately.
- 1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:
- A. Cleaning Rest Rooms – This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, dispensers, spot cleaning walls, and doors as required; and filling all paper and soap dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. Floors shall be dry swept and damp mopped.
 - B. Cleaning Sinks and Drinking Fountains – All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

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- C. Sweeping – All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.
 - D. Damp Mopping Floors – Damp mop all resilient floors, quarry tile and concrete floors. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD).
 - E. Glass Cleaning – Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Doors and windows shall be washed on both sides.
 - F. Cleaning Interior Walls and Ceilings – When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.
 - G. Cleaning Laminate Counter Tops – Clean any laminate counter tops. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.
 - H. Cleaning Doors and Trim – Clean doors and adjacent trim not otherwise cleaned.
 - I. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment – Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.
 - J. Empty Waste Receptacles – Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.
 - K. Washing Waste Receptacles – Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Receptacles will be left free of deposits, stains, dirt streaks and odor.
 - L. Clean Light Fixtures – Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.
 - M. Mat Cleaning – Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.
 - N. Burned-Out Lights – Incandescent, fluorescent and LED lamps and/or ballasts/fixtures will be furnished and replaced by the LANDLORD.
 - O. Turning Off Lights – Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.
- 1.13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-14. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, and soap.
- 1-15. PEST CONTROL: The LANDLORD is to provide any and all pest control which may be necessary within the facility, in conformance with foregoing provisions of the Agreement herein.

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FREQUENCIES OF JANITORIAL SERVICES

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Burned-out lights to be replaced as necessary						
Diffusers: Damp Clean					X	
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.			X			
Waste Receptacles						
Empty Waste Receptacles	X					
Wash Waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning - Interior and Exterior						X
Removal and replacement of window screens as necessary						
Skylight Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning						

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EXHIBIT C

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.

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. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

In accordance with the attached Letter of Recommendation dated September 29, 2023 from the AB Committee, the following conditions were cited as deficiencies and shall be corrected as follows:

- 1) The installation of an Exit sign with braille designation on the latch side of the door per section 216.4.1 of the 2010 ADA Standards for Accessible Design; and
- 2) The installation of a "no parking" sign adjacent to the van accessible parking space, 60" above ground per section 502 of the ADA standards for Accessible Design.

Tenant shall be responsible for correcting the above deficiencies and provide proof of completion via photographs. Based on the Effective Date set forth in Section 3.1, Tenant shall provide follow-up documentation to the Committee no later than April 1, 2024 to coincide with the Occupancy Date set forth in Section 3.2.

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.

1. Definitions:

- a) "Initial lease" means the lease of space within a building, executed on behalf of a state agency when no prior lease for the rental of that particular space by the agency exists.
- b) "Office space" means an area within a building occupied for 4 or more hours each workday by one or more state employees whose primary functions include supervision, administration, clerical support, retail sales, or instruction. "Office space" does not include laboratories, vehicle repair facilities, machine shops, or medical treatment areas, and does not include any other areas where the department determines that the air quality contaminants created by the activity in the area are appropriately regulated by other state or federal authorities.
- c) "Owner or operator" means the builder, seller, lessor, donor, or the donor's executor of a building, or portion of a building, which is leased, rented, sold or bequeathed to, or which will be or has been built for, the state for use as office space.
- d) "Previously certified space" means an office space that was demonstrated to have passed the air quality tests subsequently described in this section when it was leased by the state for the first time.
- e) "Renewal lease" means the agency's previous lease has expired and a new lease agreement for the same space has been agreed upon.
- f) "Short-term lease" means a lease for any building area less than or equal to one year in duration.

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- g) "Small space" means any leased building area whose total net usable square footage is equal to or less than 1,000 square feet.
- 2. An owner or operator who is leasing office space to the state shall demonstrate compliance with the following clean air industry standards if the space is:
 - a) A space not previously occupied by the State requiring complete testing as specified; or
 - b) A previously certified space subject to a renewal lease requiring modified testing; or
 - c) A small space or area within a building whose total net usable square footage is equal to or less than 1,000 square feet, occupied for less than four (4) hours each workday by one or more state employees, shall be exempt from clean air testing standards.
- 3. Required tests and indoor air standards:
 - a) Sampling and Analysis – General:
 - i. Samples shall be collected by or under the direction of a certified industrial hygienist or an individual who is accredited by the American Board of Industrial Hygiene.
 - ii. Samples to be tested for asbestos and formaldehyde shall be analyzed by laboratories accredited by the American Industrial Hygiene Association.
 - b) Ventilation:
 - i. **Standard:** The ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.
 - c) Noise Testing:
 - i. All state tenant noise sources turned off; such as printers and copiers; and
 - ii. Air handling systems in operation.
 - iii. **Standard:** Noise levels shall not exceed:

Frequency (Hz)	Noise Level (dBA)
63	67
125	60
250	54
500	49
1000	46
2000	44
4000	43
8000	42

- d) Radon Testing:
 - i. **Standard:** The maximum allowable concentration of radon shall be 4.0 picocuries of radon per liter of air.
 - ii. Radon testing shall be done on the lowest level that will be occupied as office space.
 - iii. If a passive radon monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space.
 - iv. Radon testing devices shall be approved by the National Radon Safety Board (NRSB) or the national Environmental Health Association (NEHA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA.
 - v. Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol.
- e) Formaldehyde Testing:
 - i. **Standard:** The maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.
- f) Asbestos Testing:
 - i. **Standard:** The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic centimeter of air as determined by phase contrast optical microscopy, performed as described in "Asbestos and Other Fibers by PCM: Method 7400, Issue2" NIOSH Manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94.

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- ii. Office space that will be subject to a renewal lease shall be retested for asbestos except when the owner or operator can document that either:
 - The building or space has been previously certified as asbestos-free by the building contractor; or
 - The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.
- g) Carbon Dioxide Testing:
 - i. **Standard:** The maximum allowable concentration of carbon dioxide shall be:
 - 800 parts of carbon dioxide per million parts of air in unoccupied office spaces; or
 - 1,000 parts of carbon dioxide per million parts of air in occupied office spaces.
- h) Carbon Monoxide Testing:
 - i. **Standard:** The maximum allowable concentration of carbon monoxide shall be 5 parts of carbon monoxide per million parts of air.
 - ii. Carbon monoxide testing shall be conducted with the heating, ventilating, and air conditioning system on.
- 4. Modified tests and indoor air standards:
 - a) A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.
- 5. Certification of Clean Air Standards
 - a) The owner or operator shall certify the quality of the indoor air present in a building, or portion(s) of a building to be used as office space.
 - b) Certification by the owner or operator shall be deemed complete upon written receipt by the department of one of the following two statements:
 - i. "I hereby affirm that sampling and analyses conducted were performed in accordance with the best professional practice and that all tests were within normal limits"; or
 - ii. "I hereby affirm that sampling and analysis conducted were performed in accordance with best professional practice and that all tests were not within normal limits."
 - c) The owner or operator shall attach a copy of all test results as described above to the written statement completed in 8.8.3.2 above.
- 6. Waiver Procedure:
 - a) An owner or operator has an option to request a waiver by providing an explanation of why they can't meet the air testing standards as described in Part II, 3 above.
 - b) The State of New Hampshire reserves the right to grant/not grant an exemption.

Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the above mentioned requirements, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required.

Tenant shall schedule and pay for the required testing to be performed by a certified industrial hygienist. No later than ten (10) days after Tenants' receipt of testing results they shall provide the Landlord with a complete unabridged copy of the results, and in the instance of any problems (non-conformance) or issues being revealed by such results, the Landlord shall provide remedy at their own/sole expense, and bear the cost of re-testing.

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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 Plant & Property Management. ||

No later than the date set forth in “3.2 Occupancy Term” herein, the Landlord shall substantially complete the provision of all required work to the Premises delivering it in “turn-key” condition to the Tenant.

Scope of work shall be as defined in the plan attached hereto by reference, Demise Documentation Drawing / Revision Date 1/16/24, and in accordance with Exhibit C, Part III. 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 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.*

The parties agree to share information when possible.

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**EXHIBIT D
SPECIAL PROVISIONS**

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

SPECIAL PROVISIONS OF THE LEASE:

A. Federal Debarment, Suspension, and other responsibility matters. Primary Covered Transactions:

The List of Parties Excluded from Federal Procurement or Non-procurement programs was reviewed and the Landlord was not on the list. Should Landlord, during the Term of this lease agreement, be disbarred, suspended, or proposed debarred, 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 the Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.

B. Section 5, Conditional Obligation of the State, is replaced by the following:

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 and Tenant 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 for up to 30 days. In the event that Tenant does withhold payment for 30 days under this provision, then Landlord shall have the right to terminate this lease upon written notice to Tenant, and Tenant shall vacate within 30 additional days; provided however that in the event that appropriated funds become available and all back rent is paid prior to the time for Tenant to vacate the premises, then Tenant shall have the right to reinstate this lease on same terms and conditions. Further, upon the withholding of rent for 30 days, the Tenant shall also have the right to terminate this Lease in whole or in part immediately upon giving 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 ninety (90) 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 at an amended rental rate equal then current fair rental value as mutually agreed to by the parties. To the extent this exceeds the amount appropriated by Tenant to this lease, either party has the right to terminate.

C. Section 11, Quiet Enjoyment, is replaced by the following:

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. Without limiting the generality of the foregoing, the parties acknowledge that Room #140, located within the Premises, is a server room utilized by other occupants of the Premises who have the right to unfettered, exclusive access thereto. Landlord shall use reasonable efforts to ensure other occupants of the Premises exercise said right of access in such a manner that does not unreasonably interfere with Tenant's operations. Landlord has the right to show the Premises to prospective lenders, purchasers, tenants, etc. Landlord shall provide Tenant reasonable notice of same. During the last six

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months of the term hereof, Landlord may post signage on Premises indicating the Premises is available for rent or sale.

D. Section 15, Insurance, is replaced by the following:

15. Insurance: During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) 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.

E. Section 16, Indemnification, is replaced by the following:

16. Indemnification: Landlord will save Tenant harmless and will indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted against Tenant:

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. The maintenance of liability insurance which provides Tenant coverage for such claims in compliance with Exhibit D, Section B satisfies Landlord's obligations hereunder. 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.

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

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such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding. 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.

16.3 Tenant's Acts or Omissions: In the event of 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 of the Tenant, Tenant shall be responsible to the extent that Tenant has consented to suits as set forth in RSA 541-B or RSA 491:8. 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.

- F. **Furniture and Fixtures:** Landlord to provide furnished space to include but not limited to cubicle workstations with task chairs, conference room table and chairs, office desks and chairs. Landlord agrees to provide use of existing furniture and associated fixtures to Tenant during the term as designated on the floor plan attached hereto by reference, Demise of FFE / Revision Date 1/26/24, at no additional costs. Said furnishings and fixtures shall remain the property of the Landlord. Tenant accepts same AS IS and acknowledges that same are in good repair and operating condition. Tenant shall maintain same in good repair and good operating condition; normal wear and tear to be expected.

Tenant shall not rearrange or modify any stationary or otherwise supplied furnishings or associated fixtures without approval from the Landlord; such approval shall not be unreasonably withheld. Landlord shall not remove or replace any existing furnishings without the approval of the Tenant; such approval shall not be unreasonably withheld.

Tenant shall be allowed to bring in state issued furniture to ensure efficient operations and/or necessary to meet approved ADA staff accommodations (e.g. sit to stands, chairs, specialty keyboard trays). Any furnishings brought in by Tenant shall be identified with Tenant's asset tag and remain the property of the Tenant.

- G. **Security Alarms and Access Control System:** Landlord to provide systems, conduit, and maintenance at no additional cost to Tenant. Landlord responsible to provide any and all required integration with fire alarm or fire protection systems and/or detection.

Access Control System: Landlord shall provide access cards and related maintenance inclusive of changes in system access relating to new hires, suspensions, terminations, lost or stolen cards, or the like. Landlord and Tenant shall identify a process for access card requests to include the request format, points of contact, and timeframes for keycard issuance and/or completion of requests. All keycard requests shall be managed in a timely manner to ensure appropriate access and security at all times.

Landlord agrees to provide ad-hoc or general monitoring access reports at Tenant's request. Sample report requests include, but are not limited to, requests on behalf of Human Resources and Department audits (e.g. employee access patterns, compliance with access policies, IRS requirements). Such reports will be provided to Tenant in a sortable format such as Microsoft Excel. Report requests shall be made by the Director of Facilities or a designated representative, and fulfilled within a reasonable timeframe. Landlord and Tenant agree to work together in the event there is a time sensitive request relating to a union, legal or regulatory matter.

Exhibit F, DHHS - Business Associate Agreement and **Exhibit K - DHHS Information Security Requirements** are incorporated herein and are a part of this agreement.

- H. **Wall Construction:** Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. Landlord to provide a separation wall in accordance with Exhibit C, Part III., to separate Tenant's leased space.

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- I. **Emergency Power (generator):** If the building has generator power, all electrical outlets for Data/Com Room(s) shall be connected on the emergency power circuit(s), in addition all power supplies for access control, telephone and security systems shall be serviced. In all cases, generator power is required to be provided for any building that has either sewer injection pumps and or private water supply pumps.
- J. **Communications Requirement**
- a. **Telephone and Data Circuits:** The Tenant shall be responsible to provide all telephone and data connectivity needs as defined herein. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communication Room, including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's DEMARC into the Tenant's Data/Communication Room.
 - i. Tenant shall be responsible for the supply and installation of one (1) 4" telephone conduit with pull strings from the building's telephone d-mark entrance to Tenant's Communication Room.
 - ii. Tenant shall be responsible for the supply and installation of (1) 4" data conduit with pull strings from the building's telephone d-mark entrance to Tenant's Communication Room.
 - b. **Telephone and Data Station Cabling:** Landlord shall be responsible to provide all telephone and data connectivity needs as defined herein. All such services shall be terminated, including premise cabling, within the Data/Com Communications Room, including by not limited to digital data services and ISDN.
 - c. **CAT 6 Station Cabling:** Landlord shall provide and install all CAT 6 data station cabling, said cabling shall originate in the Communications Room.
 - i. In addition, Tenant shall provide and install two (2) floor mounted 7' high by 19" wide UL listed, two-post 6061-T6 aluminum 45U relay racks and all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks.
 - d. **Conduit Runs:** All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
 - i. Contain no 90-degree conduits (also known as an LB).
 - ii. Contain no continuous sections longer than 30 m (98 ft). For runs that total more than 30 m (98 ft) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
 - iii. Non-metallic sweeps are to be utilized – 90-degree elbows are not acceptable.
 - e. **Grounding:** All racks, metallic backboards, cable sheaths, metallic strength members, slice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor.
 - f. **Identification and Labeling:** All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with a standard labeling system.
 - g. **Testing and Acceptance:** All cables and termination hardware shall be 100% tested for defects installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.
 - h. **HVAC.** System must maintain an average ambient temperature of 73 degrees F with +/- 10 degree swing for thermal alarm.
- K. **Tenant Access Prior to Commencement of Occupancy Term:** Landlord agrees to allow the Tenant access to the Premises for the purpose of installing the network equipment within the Communications Room at least 15 days in advance of the date set forth herein for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.
- L. **Maternal Care Space:** Landlord agrees to work with Tenant for the provision of providing a private, enclosed area within the leased space for the purpose of a maternal care room. Such enclosure may consist of a fabric paneled office-style enclosure, a POD (e.g. wiggle room, hush room), or similar structure. Such structure shall not impact

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HVAC, sprinkler heads, plumbing or other building infrastructure. Such plans to create the maternal care room will be subject to Landlord's approval; approval shall not be unreasonably withheld. Any costs associated with the creation of maternal care space shall be borne by the Tenant.

- M. **Parking and Site:** Landlord to provide up to ninety (90) parking spaces for Tenant's use. Primary lot located on premises to provide sixty-five (65) parking spaces adjacent to the building and North lot, located at 137 Maple Avenue (across Maple Avenue), to provide twenty-five (25) parking spaces. Provision of all parking is without additional charge to the tenant, included in the rent. All parking spaces shall be asphalt, paved, clearly marked with painted lines and shall also meet or exceed the required numbers as required by the local building code.

Full compliance of all codes and ordinances, particularly with those providing Barrier-Free Design will be the responsibility of the Landlord, including but not limited to conforming provision of: parking spaces, access aisles, curb cuts, entrances, lighting, signage and ramping.

Notwithstanding the above, the scope of work referenced in Exhibit C, Part I, required to be performed to correct accessibility deficiencies as part of this agreement shall be the responsibility of the Tenant.

- N. **Non-Smoking/Tobacco Free Facility:** Landlord provides a smoke and tobacco free campus and does not allow smoking or the use of any tobacco products including vaping on premises. This includes parked vehicles.

Additionally, Tenant may not use tobacco at any adjoining property, street, or sidewalk and is not allowed to congregate in front of adjoining residences, parks, or businesses in order to use tobacco products.

Landlord does, however, allow the use of tobacco products or vaping in the north parking lot at 137 Maple Avenue where Landlord has provided a pavilion for this purpose. Tenant is permitted to park vehicles in the north lot and use tobacco products.

- O. The following plans are incorporated herein by reference:
- a. Demise Documentation Drawing, Revision Date: 1/16/24
 - b. Demise of FFE, Revision Date: 1/26/24
 - c. Site Plan / Tenant Parking, Revision Date: 1/26/24
 - d. Tenant Communications/MDF Room, Revision Date: 1/26/24

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BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) **Business Associate Use and Disclosure of Protected Health Information**

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not



limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or



Exhibit F

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

Exhibit F



accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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Contractor Initials BC

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Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

Lori Weaver

Signature of Authorized Representative

Lori Weaver
Name of Authorized Representative

Commissioner
Title of Authorized Representative

2/8/2024
Date

Old Church Road Real Estate, LLC

Name of the Contractor

Brad Cossington

Signature of Authorized Representative

Brad Cossington
Name of Authorized Representative

Manager
Title of Authorized Representative

2/6/24
Date

Exhibit F

Contractor Initials BC

Date 2/6/24



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



NH Governor's Commission on Disability

Christopher T. Sununu, Governor

Paul Van Blarigan, Chair

Charles J. Saia, Executive Director

To: New Hampshire Department of Health and Human Services

From: Leonora Thomas, Accessibility Specialist

Date: September 29, 2023

Re: MEMO OF FINDINGS

Location: 136 Maple Avenue, Claremont, NH 03743

Term: (5) years, January 1, 2024, through December 31, 2028

Lessee: The State of NH Department of Health and Human Services

Lessor: National Field Representatives 136 Maple Avenue, Claremont, NH 03743

136 Maple Avenue, Claremont, NH 03743 is the NEW location of a 15,000 square foot office for the Department of Health and Human Services. The lease term is (5) years, January 1, 2024, through December 31, 2028.

The following documents were reviewed for accessibility and provided on or before September 26, 2023, by Tammy Nelson, Director of Facilities and Office Services for the Department of Health and Human Services.

September 25, 2023 – Floor plans for NH DHHS District Office Claremont

September 25, 2023 – ADA Checklist for Existing Facilities

September 25, 2023 – Photographs of the interior office and exterior parking

September 25, 2023 – Cover Sheet and Site Plan

September 25, 2023 – Draft Lease Agreement January 1, 2024, through December 31, 2028

September 26, 2023 – PowerPoint Presentation

1. **Finding:** Based on the review of the ADA Checklist for Existing Facilities, submitted by the agency, item # 2.38, there is no sign represented at the EXIT egress with braille on the latch side of the door.

Recommendation: Install signs including braille, at all exits per section 216.4.1 of the 2010 ADA Standards for Accessible Design, with proof of completion via photographs, submitted to the GCD, by December 31, 2023.

2. **Finding:** Based on the review of the ADA Checklist for Existing Facilities, submitted by the agency, item # 1.11a, a “no parking” sign is absent from the access aisles in the public parking area.

Recommendation: Install a “no parking” sign, 60” above the ground as per section 502 of the 2010 ADA Standards for Accessible Design [Abfd 303.02], with proof of completion via photographs, submitted to the GCD, by December 31, 2023.

3. **Recommendation:** Lessee will fully complete and submit a GCD approved ADA Checklist for Existing Facilities with photographs and applicable documentation every (10) ten years, or sooner if lease is renewed, extended, amended, newly executed, or if construction or renovations are undertaken in any manner. On a case-by-case basis, and at the discretion of the GCD, Lessee may postpone completion of the ADA Checklist for Existing Facilities.

4. **Recommendation:** At the discretion of the Governor’s Commission on Disability, a site visit will be performed to review for accessibility and report as needed to the Architectural Barrier Free Design Committee. Any Site visit will be scheduled with the Lessee at a mutually agreed upon date and time.

5. **Recommendation:** The Lessee agrees that should the term of this lease be extended, the Lessee will contact and state to the Governor’s Commission on Disability that there have been no material changes to the property, and that all conditions issued by the Architectural Barrier Free Design Committee have been satisfied. If the Lessee is not able to render such a statement or if any of the previously issued conditions have not been satisfied, then the extension to the lease may need to be presented to the Architectural Barrier Free Design Committee.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OLD CHURCH ROAD REAL ESTATE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 24, 1996. 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: 261067

Certificate Number: 0006559933



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

I, Deborah Cossingham, Member of Old Church Road Real Estate LLC, (hereinafter OCR) is being duly sworn, do hereby depose and say as follows:

The undersigned officer, Bradley Cossingham, as Manager of OCR is duly authorized to enter into and perform and carry out all the duties and obligations of OCR under a Lease between OCR and the State of New Hampshire regarding 136 Maple Ave., Claremont, NH, and to undertake such obligations as are necessary or appropriate in order to perform and carry out the obligations of said Lease.

Signed as a sealed instrument this 6th day of February 2024.

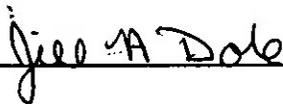

Deborah Cossingham, Member of OCR

State of New Hampshire

February 6, 2024

Sullivan, ss

Then personally appeared the above-named Deborah Cossingham known to me or satisfactorily proven to me to be the person who executed this document, and as Member of Old Church Road Real Estate, LLC, and acknowledged that she executed this document freely and voluntarily for the purposes stated therein



Notary Public/ Justice of the Peace

my commission expires: Dec 7, 2027



Nelson, Tammy

From: Guarino, Robyn
Sent: Wednesday, February 7, 2024 2:44 PM
To: Nelson, Tammy
Subject: FW: 136 Maple Avenue, Claremont
Attachments: doc05557820240207093840.pdf; KAC CERTIFICATION 02.07.2024.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Sincerely,

Robyn A. Guarino, Attorney
State of New Hampshire
Department of Justice
1 Granite Place South
4th FL, Room 416H
Concord, NH 03301
Phone: (603) 724-9107 | Fax: (603) 271-2110
Email: robyn.a.guarino@doj.nh.gov

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From: Ken Cossingham <kcossingham@Cossinghamlaw.com>
Sent: Wednesday, February 7, 2024 2:23 PM
To: Guarino, Robyn <robyn.a.guarino@doj.nh.gov>
Cc: Brad Cossingham <bcossingham@nfronline.com>
Subject: 136 Maple Avenue, Claremont

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Robyn

As per our discussion yesterday, enclosed please find a copy of Section 10.2 of the Operating Agreement for Old Church Road Real Estate, LLC.
This Section describes the duties and authorities of the Manager. The specific authority to lease the real estate is stated in Sub-section (xvii).

You will notice that Section 10.1 appoints Steve Cossingham as Manager. Steve Cossingham is now deceased. I have enclosed an attorney certification re Brad's appointment.
Thank you for your attention to this matter.

*Kenneth A Cossingham, Esq
Cossingham Law Office, PC
30 Massachusetts Avenue, Suite 404
North Andover, MA 01845
978-685-5686
Fax 978-794-0985
kcossingham@cossinghamlaw.com*

This email contains privileged and/or confidential information protected by law. If you are not the intended recipient, please return same to me immediately and destroy all copies or entries. Thank you.

necessary to comply with the Code and regulations promulgated under Section 704 of the Code; provided, however, that no such amendment shall become effective without the consent of those Members who would be materially or adversely affected by such amendment.

10. Management.

10.1 Steve A. Cossingham is hereby designated as the Manager of the LLC. A Manager's status as a Manager may be determined at any time when there is at least one other Manager by the approval of such other Manager(s) with the consent of the Members. A Manager may resign from, retire from, abandon or terminate his/her status as Manager upon ten (10) day notice to all of the Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his/her/its cooperation including to transfer all books, records and information necessary to the ongoing business of the LLC, to any proposed new Manager who has the consent of the Members.

10.2 The LLC shall be Manager-managed. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Manager, unless pursuant to this Agreement, the Act or other applicable law, consent of Manager is required. The Manager shall have the exclusive right and full authority to manage, conduct and operate the LLC business. Specifically, but not by way of limitation, the Manager shall be authorized, for and on behalf of the LLC:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(iii) to employ or terminate such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member, and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Manager shall in his reasonable discretion determine;

(iv) To pay any and all fees and to make any and all expenditures which the Manager, in his discretion, deems necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(v) To pay any and all fees and to make any and all expenditures which the Members, in their discretion, deem necessary or appropriate in connection with the organization of

the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) To cause the LLC's property to be maintained and operated in a manner which satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time and by any lease, agreement or rental arrangement pertaining to such property;

(vii) To cause necessary and proper repairs to be made and supplies necessary for the proper operation, maintenance and repair of the LLC's property to be obtained;

(viii) To lease, sell, finance or refinance all or any portion of the LLC's property;

(ix) To take any action of any nature whatsoever necessary to offer and sell membership interests in the LLC, including without limitation, the qualification or registration of such interests under applicable state securities laws;

(x) To exercise all powers and authority granted by the Act to members, except as otherwise specifically provided in this Agreement; and

(xi) To enter into any contract of insurance to insure the assets or the interests of the LLC.

11. Restrictions on the Manager. The Manager, without the prior written consent of all of the Members, shall not:

(a) assign, transfer, pledge, compromise, or release any claim of the Company except for full payment, or arbitrate or consent to the arbitration of any disputes or controversies involving the Company;

(b) use the name, credit or property of the Company for any purpose other than a proper Company purpose;

(c) expand the business of the Company;

(d) admit a new member to the Company;

(e) cause the merger of the Company with or into any other business entity; or

(f) do any act in conflict with the Company business or which would make it impossible to carry on that business.

Cossingham Law Office, PC
30 Massachusetts Avenue, Suite 404, North Andover, MA 01845

Kenneth A. Cossingham

(MA and NH)

E-mail: kcossingham@cossinghamlaw.com

Telephone: 978-685-5686

Facsimile: 978-794-0985

February 7, 2024

**ATTORNEY CERTIFICATION
OLD CHURCH ROAD REAL ESTATE LLC**

I, Kenneth A. Cossingham, as General Counsel to Old Church Road Real Estate, LLC
(hereinafter, "LLC") hereby confirm that Bradley Cossingham is Manager of said LLC.

Kenneth A. Cossingham, Esquire
Cossingham Law Office, PC
30 Mass. Ave., Suite 404
North Andover, MA 01845
978-685-5686
NH Bar ID: 238

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 2/6/2024

Company Name: Old Church Road Real Estate, LLC

Address: 136 Maple Avenue
Claremont, NH 03743

In accordance with RSA 21-11-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 21-11-c within the past year.

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

Authorized Signor's Name Printed Brad Cossingham

Authorized Signor's Signature [Handwritten Signature]

Authorized Signor's Title Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Sullivan STATE: NH ZIP: 03743

On the 6 day of February, 2024, personally appeared before me, the above named Brad Cossingham, in his/her capacity as authorized representative of Old Church Road Real Estate, LLC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

Jill A Dole
(Notary Public/Justice of the Peace)

My commission expires: Dec 7, 2027 (Date)



Nelson, Tammy

From: Nelson, Tammy
Sent: Wednesday, February 7, 2024 9:47 AM
To: Guarino, Robyn
Subject: FW: Workers Comp Certificate

Robyn,

In follow up to our call yesterday, please see below regarding workers compensation status.

From: Brad Cossingham <bcossingham@nfronline.com>
Sent: Tuesday, February 6, 2024 4:03 PM
To: Nelson, Tammy <Tammy.L.Nelson@dhhs.nh.gov>
Subject: Re: Workers Comp Certificate

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender!

Tammy,

Old Church Road Real Estate, LLC does not have any employees therefore workers compensation insurance is not required by the State of New Hampshire.

Thank you,

Brad Cossingham
President & CEO
800-639-2151 x2287 | www.nfronline.com
Sent via mobile device

Confidentiality Notice: The information contained in this e-mail is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

