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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

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

Lori A. Weaver
Commissioner

Morissa S. Henn
Deputy Commissioner

September 30, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner to enter into a **Retroactive, Sole Source** five-year lease agreement with Peak Three Associates, LLC (Vendor #157708) Littleton, NH, in the amount of $1,448,299.80, for office space compromised of approximately 13,275 square feet for the Littleton District Office located at 80 North Littleton Rd, Littleton, NH 03561, effective retroactive to October 1, 2024, upon Governor and Council approval, through September 30, 2029. Source of funds: **General Funds 65.38%, Federal Funds 34.44%, and 0.18% Other Funds.**

Funds are available in the following account for SFY 2025 and are anticipated to be available in SFY 2026 through 2030, 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, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER'S OFFICE, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Amount
SFY 2025	022-500248	Rent & Leases Other than State	$215,090.82
SFY 2026	022-500248	Rent & Leases Other than State	$286,787.76
SFY 2027	022-500248	Rent & Leases Other than State	$290,014.17
SFY 2028	022-500248	Rent & Leases Other than State	$291,089.64
SFY 2029	022-500248	Rent & Leases Other than State	$292,181.16
SFY 2030	022-500248	Rent & Leases Other than State	$73,136.25
		Total	**$1,448,299.80**

EXPLANATION

This request is **Retroactive** because additional time was needed to finalize the terms of the lease agreement prior to the Department and Peak Three Associates, LLC reaching mutually acceptable terms. The Department initiated the lease process with Peak Three Associates, LLC in May 2024, the signed lease was returned to the Department in September 2024.

This request is **Sole Source** to allow the Department to enter into a new lease at the current location for approximately 13,275 square feet for the Littleton District Office, to continue to provide services to the public. The Department requested a waiver per Adm. 812. Expedited Procedures Letter to the Department of Administrative Services. The waiver was approved on August 23, 2024 (see attached).

Approval of the enclosed five-year lease agreement will authorize the Department of Health and Human Services to continue renting the premises which provides office space for the Littleton District Office serving clients in the greater Grafton County. The Bureau of Family Assistance, Bureau of Employment Support, Bureau of Child Care Services, Bureau of Adult and Aging Services, and the Division for Children, Youth and Families currently have forty-four (44) employees occupying the Littleton District Office.

The annual cost per square foot for the facility in each year of the agreement shall be $286,787.76 or $21.60 per square foot in year one and two, $291,089.64 or $21.93 in year three and four, and $292,545 or $22.04 per square foot in year five. The total amount of rent paid under the terms of this agreement shall not exceed $1,448,299.80. 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).

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: September 30, 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, New Hampshire 03301.

LESSOR: Peak Three Associates, LLC, 84 Edencroft Road, Littleton, New Hampshire 03561.

DESCRIPTION: Approval of the enclosed will authorize a 5-year lease for approximately 13,275 square feet of office space for property located at 80 North Littleton Road in Littleton, NH.

TERM: 5 years – commencing October 1, 2024, and ending September 30, 2029. No Extensions.

RENT: Monthly rent for year 1&2 is $23,898.98 (21.60/sf). Year 3&4, the rate increases 1.5% for a monthly rent of $24,257.47 (21.93/sf). Year 5, the rate increases .5% for a monthly rent of $24,378.75 (22.04/sf).
Total rent for five years is $1,448,299.80

JANITORIAL: Janitorial is included in the lease.

UTILITIES: Utilities are included in the lease.

TOTAL: $1,448,299.80

PUBLIC NOTICE: DHHS will continue renting the premises by exercising the expedited procedures option under PART Adm 812. It is in the State's best interest to remain in their currently occupied space.

CLEAN AIR PROVISIONS: Landlord completed clean air testing. Reports submitted to Agency 5/17/24 & 7/1/24.

BARRIER-FREE DESIGN COMMITTEE: A Letter of Opinion was issued on 6/18/24 by ABFDC indicating any necessary changes to meet ADA requirements. Agency will submit documentation by 10/31 that the work is complete.

OTHER: Approval of the enclosed 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 Rantamaki

Karen L. Rantamaki, Director, Plant & Property

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

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August 16, 2024

Ms. Karen Rantamaki
Director, Division of Plant & Property
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

RE: PART Adm 812 EXPEDITED PROCEDURES LETTER
DHHS / Littleton District Office

Dear Ms. Rantamaki:

Pursuant to Adm. 812, Expedited Procedures Letter Requirement, the New Hampshire Department of Health and Human Services is requesting to enter into a five-year lease agreement with the current Landlord, Peak Three Associates (Vendor 157708) for 13,275 square feet of office space to continue occupancy at the existing leased property which serves as the Littleton District Office located at 80 North Littleton Road, Littleton, NH, 03561.

The current lease is set to expire on 09/30/2024. The current lease rate is $21.18/SF or $281,164.50 annually. The proposed new rate will be $21.60/SF or $286,787.76 annually for years one and two, with a 1.5% increase in year three for a lease rate of $21.93/SF or $291,089.64 annually, and with a .5% increase in year five for a rate to $22.04/SF or $292,545 annually, for a total increase of 4% over the five-year term as outlined below.

General Funds 65.40%, Federal Funds 34.42% and Other Funds 0.18%

Year	$/SF	Annual
1	$21.60	$286,787.76
2	$21.60	$286,787.76
3	$21.93	$291,089.64
4	$21.93	$291,089.64
5	$22.04	$292,545.00
	Total Five-Year Term	$1,448,299.80

In October/December of 2013 and January of 2014, pursuant to Administrative Rule Adm 610.11 "Public Notice", a space search was conducted through newspaper advertisements in the New Hampshire Union Leader and the Littleton Courier. In addition, notice was provided to the current landlord, emailed to local real estate agents and the public notice advertisement was submitted to the Department of Administrative Services for inclusion on the webpage https://www.das.nh.gov/bpm/index.aspx for broadened exposure. The space search resulted in one viable response: Peak Three Associates, 84 Edencroft

Road, Littleton, NH. The proposal included limited renovations inclusive of an additional transaction window with added privacy; renovated areas to provide workspace for telework staff; accessible parking upgrades for both clients and staff; an automated door opener added to the main entrance; interview rooms upgraded to the use of access cards instead of keys; upgraded perimeter heating; new flooring (inclusive of slip resistant VCT in restrooms and lounge areas) and new paint throughout.

Recent searches of available office space in the Littleton area have been conducted through Google, Realtor.com., Coldwell Banker website and LoopNet resulting in minimal availability of commercial space. Any space available would be a decrease in square footage and require an extensive fit-up and modifications to meet the requirements of the Department. Therefore, we feel that it is in the best interest of the State to remain at our current rented premises; allowing the Department of Health and Human Services to continue serving clients in the greater Grafton County without additional costs and disruptions associated with funding new space. The renewal 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 (inclusive of snow plowing and removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains at 13,275 square feet. DHHS has all the necessary information technology, equipment, and other relevant infrastructure in place at this location and can avoid costs associated with relocation, remaining in the current location is in the best interest of the State.

With your approval, we would like to move forward with acquiring the necessary signatures to procure a new lease.

Sincerely,

Lori Weaver

Lori A. Weaver
Commissioner

Karen Rantamaki
Plant & Property Director Signature

8/23/2024
Date

FORM – P.44
REV. 1/2017

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

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Landlord Initials: MM
Date: 9/18/24

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Landlord Initials: RP SM
Date: 9/6/24

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Landlord Initials: _____
Date: _____

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 REQURED 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: MPN
Date: 9/18/24

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 by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:
Name: Peak Three Associates, LLC
(*individual or corporate name*)
State of Incorporation: New Hampshire
(*if applicable*)
Business Address: 84 Edencroft Road
Street Address (*principal place of business*)

Littleton	NH	03561	(603) 616-8911
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) 271-9798
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: 80 North Littleton Road
(*street address, building name, floor on which the space is located, and unit/suite # of space*)

Littleton	NH	03561
City	State	Zip

The demise of the premises consists of: approximately 13,275 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 **October**, in the year **2024**, and ending on the **30th** day of **September**, in the year **2029**, unless sooner terminated in accordance with the provisions hereof.

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 **October**, in the year **2024**, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: MPM
Date: 9/18/24

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*) October 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.

5. Conditional Obligation of the State:

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

Landlord Initials: NDM
Date: 9/18/24

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, data, and security services 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, 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.

Landlord Initials: _____
Date: 10/10/24

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, 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

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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 ladened 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.

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.

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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, 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.

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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 herein for replacement language for Section 11

~~**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

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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 herein for replacement language for Section 15 Insurance

~~15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million ($1,000,000) per occurrence and not less than three million ($3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million ($1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~ NW 9/18/14 RW

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

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

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

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

    16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall

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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 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

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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 statues, 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.

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.

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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 : Andrew Smith
Title : Manager
Address: 84 Edencroft Road, Littleton, NH 03561 Phone: (603) 823-4007
Email Address: andys@badgerpeadbodysmith.com

Name : Ronald Murro
Title : Manager
Address: 84 Edencroft Road, Littleton, NH 03561 Phone: (603) 616-8911
Email Address: echoledge@roadrunner.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 : Tess Lessard
Title : Lease Administrator
Address: 129 Pleasant Street, Concord NH 03301 Phone: (603) 271-9798
Email Address: tess.m.lessard@dhhs.nh.gov

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

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

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

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

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

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

26. Personnel:

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

Landlord Initials: MN
Date: 9/18/24

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: _____
Date: _____

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

LANDLORD: (*full name of corporation, LLC or individual*) Peak Three Associates, LLC

Authorized by: (*full name and title*)

Signature

Print: RONALD MURRO Manager
Name & Title

NOTARY STATEMENT: As Notary Public ~~and/or Justice of the Peace~~, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Grafton

UPON THIS DATE (*insert full date*) September 18, 2024, appeared before me (*print full name of notary*) Katharine A.K. Soukup the undersigned officer personally appeared (*insert Landlord's signature*) Ronald Murro who acknowledged him/herself to be (*print officer's title, and the name of the corporation* Manager, Peak Three Associates, LLC and that as such

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

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

Katharine A.K. Soukup

KATHARINE A.K. SOUKUP
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 22, 2026

APPROVALS:

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

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

Approval date: 9/24/24

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

Approved by the Governor and Executive Council:

Approval date:

Signature of the Deputy Secretary of State:

Landlord Initials:
Date: 9/18/24

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 13,275 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 as shown on plan for Tenant's use. Use of such parking spaces shall be at no additional charge, included in the annual rent. The lighting of said parking lot will be adequate to Tenant's standards.

The Rent due for the Premises during the five-year Term shall be as follows:

RENTAL SCHEDULE

Term	Dates	Approx. Cost per Sq. Foot	Total Monthly Rent	Total Annual Cost*	Annual % Increase
Year 1	10/1/24 – 9/30/25	$21.60	$23,898.98	$286,787.76	--
Year 2	10/1/25 – 9/30/26	$21.60	$23,898.98	$286.787.76	0%
Year 3	10/1/26 – 9/30/27	$21.93	$24,257.47	$291,089.64	1.5%
Year 4	10/1/27 – 9/30/28	$21.93	$24,257.47	$291,089.64	0%
Year 5	10/1/28 – 9/30/29	$22.04	$24,378.75	$292,545.00	0.5%
Total Five-Year Term				**$1,448,299.80**	

Landlord Initials: MPM
Date: 9/18/24

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

State Fiscal Year	Month	Rate	Monthly Payment	Yearly Total	Fiscal Year Total
2025	10/1/2024	$21.60	$23,898.98		
	11/1/2024	$21.60	$23,898.98		
	12/1/2024	$21.60	$23,898.98		
	1/1/2025	$21.60	$23,898.98		
	2/1/2025	$21.60	$23,898.98		
	3/1/2025	$21.60	$23,898.98		
	4/1/2025	$21.60	$23,898.98		
	5/1/2025	$21.60	$23,898.98		
	6/1/2025	$21.60	$23,898.98		$215,090.82
2026	7/1/2025	$21.60	$23,898.98		
	8/1/2025	$21.60	$23,898.98		
	9/1/2025	$21.60	$23,898.98	$286,787.76	
	10/1/2025	$21.60	$23,898.98		
	11/1/2025	$21.60	$23,898.98		
	12/1/2025	$21.60	$23,898.98		
	1/1/2026	$21.60	$23,898.98		
	2/1/2026	$21.60	$23,898.98		
	3/1/2026	$21.60	$23,898.98		
	4/1/2026	$21.60	$23,898.98		
	5/1/2026	$21.60	$23,898.98		
	6/1/2026	$21.60	$23,898.98		$286,787.76
2027	7/1/2026	$21.60	$23,898.98		
	8/1/2026	$21.60	$23,898.98		
	9/1/2026	$21.60	$23,898.98	$286,787.76	
	10/1/2026	$21.93	$24,257.47		
	11/1/2026	$21.93	$24,257.47		
	12/1/2026	$21.93	$24,257.47		
	1/1/2027	$21.93	$24,257.47		
	2/1/2027	$21.93	$24,257.47		
	3/1/2027	$21.93	$24,257.47		
	4/1/2027	$21.93	$24,257.47		
	5/1/2027	$21.93	$24,257.47		
	6/1/2027	$21.93	$24,257.47		$290,014.17
2028	7/1/2027	$21.93	$24,257.47		
	8/1/2027	$21.93	$24,257.47		
	9/1/2027	$21.93	$24,257.47	$291,089.64	
	10/1/2027	$21.93	$24,257.47		
	11/1/2027	$21.93	$24,257.47		
	12/1/2027	$21.93	$24,257.47		
	1/1/2028	$21.93	$24,257.47		
	2/1/2028	$21.93	$24,257.47		
	3/1/2028	$21.93	$24,257.47		
	4/1/2028	$21.93	$24,257.47		
	5/1/2028	$21.93	$24,257.47		

Landlord Initials: RM
Date: 9/14/24

	6/1/2028	$21.93	$24,257.47		$291,089.64
2029	7/1/2028	$21.93	$24,257.47		
	8/1/2028	$21.93	$24,257.47		
	9/1/2028	$21.93	$24,257.47	$291,089.64	
	10/1/2028	$22.04	$24,378.75		
	11/1/2028	$22.04	$24,378.75		
	12/1/2028	$22.04	$24,378.75		
	1/1/2029	$22.04	$24,378.75		
	2/1/2029	$22.04	$24,378.75		
	3/1/2029	$22.04	$24,378.75		
	4/1/2029	$22.04	$24,378.75		
	5/1/2029	$22.04	$24,378.75		
	6/1/2029	$22.04	$24,378.75		$292,181.16
2030	7/1/2029	$22.04	$24,378.75		
	8/1/2029	$22.04	$24,378.75		
	9/1/2029	$22.04	$24,378.75	$292,545.00	$73,136.25
TOTAL RENT				**$1,448,299.80**	**$1,448,299.80**

Landlord Initials: MKM
Date: 9/20/24

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.*

There are no additional costs due or payable under the terms of this Agreement.

Landlord Initials: [illegible]
Date: 5/15/25

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, and 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. Safety Zone Tiles – Includes slip-retardant vinyl composition tile.

E. Carpet Vacuuming – Shall be accomplished with a commercial type vacuum with a rotary brush or brush/beater bar and shall not cause damage to furniture, doors, trim or other objects. Vacuum all chairs using a clean vacuum brush.

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:

Landlord Initials: MDG
Date: 9/18/24

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. Vacuum Carpets – A carpet is considered properly vacuumed when it is free of all dust, grit, staples, paper clips, dirt, lint and debris (except for embedded dirt and grit), including corners, edges, and under furniture.

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

G. Material Cleaning – All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

H. 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.

I. Scrubbing – Scrub safety zone tile flooring with a rotary machine or auto scrubber (300 rpm or less). Thoroughly scrub floor, passing slowly in each direction. 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.

J. 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.

K. 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:

Landlord Initials: MJM
Date: 5/10/24

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.

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, safety zone tiles, 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.

Landlord Initials: PKM
Date: 3/14/20

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.

Landlord Initials: BK
Date: 9 Feb 24

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 resilient flooring			X			
Scrub safety zone tile in bathrooms & staff lounge					X	
Strip and rewax resilient flooring in public areas					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**						

Landlord Initials: PDG
Date: 3/18/24

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 Opinion issued June 18, 2024, from the AB Committee, the following barrier-free access deficiency was cited and shall be corrected as follows:

(1) Reposition the grab bar beside the commode in the unisex public bathroom located in the lobby, in order to ensure the length extends 54" from the rear wall. Thus, if the grab bar is 42", then allow a 12" space from the rear wall to the end of the grab bar, as per § 604.5.1 of the 2010 ADA Standards for Accessible Design; Lessor agrees to provide by October 31, 2024.

Lessee shall provide the follow-up documentation to the GCD by October 31, 2024, with proof of completion via photographs.

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.
   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:

Landlord Initials: MA
Date: 9/18/24

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.
      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

Landlord Initials: MN
Date: 3/18/24

- 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.

Landlord completed the required air testing and has provided a copy of the testing results to the Tenant (report dated 5/17/2024, The Lawson Group, and report dated 7/1/2024, Airadigm Solutions). No re-testing required.

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

There are no renovations or improvements scheduled for the premises.

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.*

Landlord Initials: NKM
Date: 9/18/25

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.*

Landlord Initials: _____
Date: _____

EXHIBIT D
SPECIAL PROVISIONS

MODIFICATION OF STANDARD PROVISIONS OF LEASE

Section 11 "Quiet Enjoyment" is deleted and replaced by the following:

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 three days in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Landlord' daily facility maintenance staff must sign in and check in with Tenant's Facility Coordinator or designee thereof when entering the facility. 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.

Section 15 "Insurance" is deleted and replaced by the following:

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 NH 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.

Landlord Initials: MM
Date: 9/11/25

GCD

NH Governor's Commission on Disability

LETTER OF OPINION

Architectural Barrier-Free Design Committee

Governor's Commission on Disability

Issued:

June 18, 2024

NH Governor's Commission on Disability
Christopher T. Sununu, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

To: **State of New Hampshire Department of Health and Human Services**

From: **Architectural Barrier Free Design Committee**

Date: **June 18, 2024**

Re: **LETTER OF OPINION, Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.15 (e) (4)**

Location: 80 North Littleton Road, Littleton, NH 03561 and as more particularly described in the lease agreement.

Term: Five (5) years: October 1, 2024, to September 30, 2029

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

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

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.15 (e) (4), the Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements pursuant to Abfd 300, Code for Barrier-Free Design. The proposed lease with one (1) condition, listed in Exhibit A, was reviewed during the Architectural Barrier Free Design Committee's **June 18, 2024,** meeting.

Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the Local or State Authority having jurisdiction, for any necessary approvals.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the ADA or the New Hampshire Code for Barrier Free Design. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to ensure access for persons with disabilities, random site visits may be performed on an as-needed basis for compliance regarding accessibility.

The Lessee agrees that should the term of the lease, referenced above, be extended and/or amended, the Lessee will contact and state to the GCD that there have been no material changes to the property.

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, 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. Future review of existing and new documentation, as well as future physical site visits may be conducted at the discretion of the GCD and/or the ABFDC.

This Letter of Opinion is based upon a review of all provided documentation, photographs, and representations regarding the premises and on the assurances of the Lessee for compliance therein.

Respectfully submitted by the **Architectural Barrier-Free Design Committee** on this **18th** day of **June, 2024**.

Paul M. Kelley
Paul Kelley (Jun 19, 2024 12:22 EDT)

Paul Kelley, Acting Chairperson
Architectural Barrier Free Design Committee

Cc: Charles J. Saia, Executive Director GCD

EXHIBIT A -- CONDITIONS:

1. Lessee will reposition the grab bar beside the commode, in order to ensure the length extends to 54" from the rear wall. Thus, if the grab bar is 42", then allow a 12" space from the rear wall to the end of the grab bar, as per § 604.5.1 of the 2010 ADA Standards for Accessible Design with proof of completion via photographs, submitted to the GCD by October 31, 2024.

EXHIBIT B -- NONE

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 9.18.24

Company Name: Peak Three Associates, LLC

Address: 24 Edelweiss Drive
Littleton, NH 03561

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

(1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;

(2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

(3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;

(4) Is currently debarred from performing work on any project of the federal government or the government of any state;

(5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

(6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

(7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;

(8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

(9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or

(10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

Authorized Signor's Name Printed RONALD MURRO

Authorized Signor's Signature Ronald Murro

Authorized Signor's Title MANAGER

NOTARY PUBLIC/~~JUSTICE OF THE PEACE~~

COUNTY: Grafton STATE: New Hampshire ZIP: 03580

On the 18 day of September, ~~2012~~ 2024, personally appeared before me, the above named Ronald Murro, in his/her capacity as authorized representative of PK Three Assoc, 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.

Katherine A.K. Soukup
(Notary Public/~~Justice of the Peace~~)

KATHARINE A.K. SOUKUP
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 22, 2026

My commission expires: November 22, 2026 (Date)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2024

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

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

PRODUCER
Hunkins & Eaton Insurance Agency
93 Main Street
Littleton, NH 035614018

CONTACT NAME: Teresa Dodge
PHONE (A/C, No, Ext): 603-444-3975 FAX (A/C, No):
E-MAIL ADDRESS: teresa@hunkins-eaton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Patriot Insurance Company	32069
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Peak Three Associates
84 Edencroft Rd.
Littleton, NH 03561

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			6638261	09/04/2024	09/04/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB OCCUR			6638261	09/04/2024	09/04/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED ✓ RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
80 North Littleton Rd, Littleton, NH 03561

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 033013857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Teresa A Dodge

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Peak Three Associate, LLC

84 Edencroft Road

Littleton, NH 03561

September 12, 2024

State of New Hampshire

Department of Health and Human Services

129 Pleasant Street

Concord, NH 03301

Attn: Tess Lessard, Lease Administrator

This letter will confirm and attest that Peak Three Associate, LLC does not currently have, nor has plans to have any employees, and consequently are not required to carry NH Workers Comp insurance.

Sincerely

Andrew Smith

Manager

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 PEAK THREE ASSOCIATES, LLC. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 25, 2001. 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: **387753**

Certificate Number: **0006776549**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of September A.D. 2024.

David M. Scanlan

Secretary of State

Peak Three Associates, LLC
Certificate of Vote

Date: 09.18.2024

WHEREAS, the partners of Peak Three Associates, LLC (the "Company") have determined that it is in the best interest of the Company to enter into a five-year lease agreement commencing October 1st, 2024 with the New Hampshire Department of Health and Human Services for property located at 80 North Littleton Road, Littleton, NH (the "Lease Agreement");

NOW, THEREFORE, BE IT RESOLVED, that the partners of Peak Three Associates, LLC, hereby approve and authorize the execution of the Lease Agreement on behalf of the Company;

RESOLVED FURTHER, that Ronald Murro is hereby authorized to execute and deliver any and all documents necessary or appropriate to effectuate the Lease Agreement and to take any other actions deemed necessary or appropriate in connection with the Lease Agreement;

RESOLVED FURTHER, that Andrew Smith is authorized to execute this Certificate of Vote and to affix his signature in the capacity indicated below.

IN WITNESS WHEREOF, the undersigned, being a member of Peak Three Associates, LLC, has executed this Certificate of Vote as of the date first written above.

Andrew Smith
Signature: Andrew Smith

Notary Public for Andrew Smith

State of New Hampshire
County of Grafton

On this 18 day of September, *2024* before me personally appeared Andrew Smith, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature: Katharine A.K. Soukup
Notary Public
[Seal]
My Commission Expires: November 22, 2026

KATHARINE A.K. SOUKUP
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 22, 2026