



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

11 *abm*

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

November 1, 2012

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

REQUESTED ACTION

Authorization is requested for the Department of Administrative Services to amend Governor and Council Item #23B, requested action #3, originally approved on May 23, 2012, by modifying the mortgage deed agreement with the Community Development Finance Authority (CDFA) by reducing the amount by \$100,000 from \$500,000 to \$400,000, which is the net award amount of the CDFA grant, for the period effective upon Governor and Council approval through October 10, 2020. This agreement established the Department of Administrative Services on behalf of the State of New Hampshire as beneficiary of the original CDFA award to the Friends of the Bridges House, with the building and land to serve as financial security for the award.

EXPLANATION

At the meeting of Governor and Executive Council on May 23, 2012, Item #23B, approval was granted on three separate actions authorizing the Department of Administrative Services to act on initiatives related to the Bridges House, which is a State owned building located on Mountain Road in Concord that was given to the State by Senator and Mrs. Styles Bridges to be utilized as the Governor's residence since 1969.

Those actions of May 23, 2012 provided authorization for the Department of Administrative Services to do the following:

1. To accept the donation of capital improvements that will be completed at the Bridges House from the Friends of the Bridges House, a non profit corporation that has risen private funds and acquired a Community Development Finance Authority (CDFA)

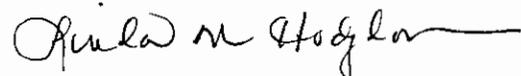
grant to restore portions of the Bridges House with a total value of \$750,000.

2. To enter into a Capital Improvements Gift Acceptance Agreement with The Friends of Bridges House, detailing mutual covenants, conditions, and agreements to allow for the improvements to the property.
3. To enter into a mortgage deed agreement with the Community Development Finance Authority (CDFA) as beneficiary of the original CDFA \$500,000 award to the Friends of the Bridges House, with the building and land to serve as financial security for the award, for the period from Governor and Council approval through October 10, 2020.

It is requested that Governor and Council authorize this amendment which will modify the amount of the State's beneficiary obligation, requested action #3 above, from \$500,000 to \$400,000, which represents 80% of the amount of the CDFA grant received by the Friends of the Bridges House. It was not learned until after the original item's approval that the net grant amount of \$400,000 would be the appropriate amount for the deed agreement and as such this modification is being submitted for Governor and Council consideration.

The original award which was received by The Friends of the Bridges House from the Community Development Finance Authority (CDFA) requires that the beneficiary of the award, the Department of Administrative Services on behalf of the State of New Hampshire, guarantee a long term benefit to persons and /or communities by requiring that the funded project and the property remain in the ownership of the State of New Hampshire for a period of at least ten years from the date of the CDFA contract date, which was October 10, 2010. The amended approval of the Mortgage Deed document enclosed and reference in the requested action will satisfy those specific CDFA award requirements.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

Return original recorded deed to:
CDFA
14 Dixon Ave., Ste. 102
Concord, NH 03301
Attn: Christine Conlogue

B
22-45
2.3

MORTGAGE DEED

The State of New Hampshire ("Mortgagor"), with a mailing address of Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire, 03061-0487, is the beneficiary of an award by the Community Development Finance Authority (CDFA) to Friends of the Bridges House. The award is in the amount of four hundred thousand dollars (\$400, 000) in the form of Community Development Investment Program (CDIP) funds, awarded by the New Hampshire Community Development Finance Authority (CDFA). The grant, in said amount, was awarded for the purposes of renovating the historic Bridges House.

Mortgagor, pursuant to the terms of a CDIP Contract entered into on October 10, 2010, between Friends of Bridges House, Inc. and the Community Development Finance Authority (CDFA) a body corporate and politic having an address of 14 Dixon Avenue, Suite 102, Concord, Merrimack County, New Hampshire 03301 ("Mortgagee"), hereby grants and conveys unto the said Mortgagee, its successors and assigns, with MORTGAGE COVENANTS, those certain tracts or parcels of land, together with improvements situated thereon, situated in the City of Coricord, Merrimack County, New Hampshire, more particularly described as follows:

(Legal Description of Land as Attachment A)

This mortgage, hence, is given to guarantee a long-term benefit to persons and/or communities (as described in the Contract with CDFA), by requiring that the funded project be completed and the property remain in the ownership of State of New Hampshire for a period of at least ten years. In the event the project property is sold to a third party, not approved by CDFA; an amount equal to the total amount of CDIP funds disbursed by CDFA, will be repaid to CDFA.

The mortgage shall be released no later than ten years from the CDFA Contract Start Date.



LT1-2-818274-1



LT2-3331-774-4

The covenants herein contained shall bind, and the benefits and advantages shall issue to the respective successors and assigns of the parties.

This mortgage is subject to and subordinate to all financing mortgage(s) for the construction of this project.

WHEREFORE, the Mortgagor executed this mortgage on this 10th day of August, 2012

State of New Hampshire
Department of Administrative Services:

By: Linda M. Hodgdon Title: Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this 10th day of August, 2012, personally appeared the above-named Linda M. Hodgdon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that she executed the foregoing instrument for the purposes therein contained.

Ruth J. Kimball

Notary Public / Justice of the Peace
RUTH J. KIMBALL
Notary Public - New Hampshire
My Commission Expires April 14, 2015



BY: M.K. Brun
Office of the Attorney General
(for Form, Substance and Execution)

Date: August 10, 2012

ATTACHMENT A

Property Description
("The Bridges House")

A certain parcel of land comprised of two (2) abutting tracts, together with all buildings and other improvements situated thereon, located at 21 Mountain Road in the City of Concord, County of Merrimack, State of New Hampshire, more particularly described as follows:

Tract 1 (northerly)

Beginning at the northeasterly corner of land formerly of Rufus C. Boynton, now or formerly of Nellie J. Stevenson, on the westerly side of the road now or formerly leading from Federal Bridge to Canterbury;

Thence westerly by said land of Stevenson and by land formerly of Hernan Sanborn, now or formerly of Alfred J. Bath, about twenty (20) rods along the Bath line to land now or formerly of the Boston & Maine Railroad;

Thence northerly by said land of the Boston & Maine Railroad about sixteen (16) rods and sixteen (16) links to land formerly of Abel Manning;

Thence easterly by said land of Manning to land formerly of Timothy W. Emery;

Thence southerly by said land of Emery to stake and stones at the southwest corner of said land of Emery;

Thence easterly by said land of Emery to the aforementioned road to Canterbury;

Thence southerly by said road to the point of beginning.

Excluding that portion of the above-described property as was conveyed to Harlan F. and Polly B. Johnson by Deed of H. Styles Bridges dated June 30, 1947 and recorded in the Merrimack County Registry of Deeds at Book 638, Page 462.

Further excluding that portion of the above-described property as was conveyed to the State of New Hampshire by Warranty Deed of H. Styles and Doloris T. Bridges dated July 6, 1957 and recorded in the Merrimack County Registry of Deeds at Book 813, Page 105.

MEANING AND INTENDING to describe the property conveyed to H. Styles and Doloris T. Bridges, as joint tenants with rights of survivorship,

by Warranty Deed of H. Styles Bridges dated December 24, 1958 and recorded in the Merrimack County Registry of Deeds at Book 836, Page 259.

Tract 2 (southerly)

Now or formerly bounded easterly by Eastman Street, so-called;

Thence bounded southerly by land formerly of Cyrus R. Robinson, which land is now or formerly of Clarence I. Tibbetts and Robert L. Averill;

Thence bounded westerly by land now or formerly of the Boston & Maine Railroad;

Thence bounded northerly by land formerly of Josiah Fernald and Thomas Smith, which land is now or formerly of H. Styles Bridges, Nellie J. Stevenson, and John and Bertha Smith.

Excluding that portion of the above-described property as was conveyed to the State of New Hampshire by Warranty Deed of H. Styles and Doloris T. Bridges dated July 6, 1957 and recorded in the Merrimack County Registry of Deeds at Book 813, Page 105.

MEANING AND INTENDING to describe, with the foregoing exclusion, the property conveyed to H. Styles and Doloris T. Bridges, as joint tenants, by Warranty Deed of John H. and Edith M. Bath dated October 11, 1946 and recorded in the Merrimack County Registry of Deeds at Book 632, Page 49.

Both of the above-described tracts are subject to any easements, liens, restrictions, or encumbrances of record.

The combined parcel comprised of Tract 1 and Tract 2 contains approximately eleven (11) acres, more or less.

All of the above-described property was bequeathed to the State of New Hampshire by Will of Doloris T. Bridges, Widow of H. Styles Bridges, probated January 28, 1969 in the Merrimack County Probate Court as Probate No. 56,837.

The gift of said property was accepted by the Governor and Executive Council of the State of New Hampshire on April 2, 1969.

The foregoing premises are not homestead property.

MERRIMACK COUNTY RECORDS

Kathie L. Gray .CPO, Register

GOVERNOR AND EXECUTIVE COUNCIL MINUTES
State House, Concord, New Hampshire
May 23, 2012, 10:00 a.m.

DEPARTMENT OF ADMINISTRATIVE SERVICES

The Governor and Council acted as follows:

#20 Authorized the Division of Personnel's request for waiver approval of classification decisions as detailed in letter dated May 8, 2012. Effective upon G&C approval.

#21 Authorized to enter into a contract with Sprinkler Systems Inspection Corporation d/b/a JMK Sprinkler Systems Inspection, Lewiston, ME, for fire suppression system testing, repair and inspection services, for a total not to exceed \$50,550. Effective upon G&C approval through February 28, 2015. **22.3% General, 77.7% Transfer Rental Income Fndds.** (2)Further authorized an allowance in the amount of \$52,500 for any actual repairs or emergency services that may be required to maintain the fire suppression systems in proper working condition, bringing the total to \$103,050. **42.2% General, 57.8% Transfer Rental Income Funds.**

#22 Authorized that \$59,118,710 be lapsed from the Working Capital Warrant for the months of January, February, and March. (2)Further authorized a Working Capital Warrant in the amount of \$425,000,000 to cover the payment of expenditures for the month of June.

#23 Authorized the Risk Management Unit to enter into an agreement with Ferdinando Insurance Associates Inc., d/b/a FIAI Inc., Manchester, NH, for insurance coverage for state owned watercraft at a cost of \$21,850. Effective June 4, 2012 through June 4, 2013.

#23A Authorized to accept and place on file the Report and Findings of Councilor David Wheeler with regard to the financing of certain capital expenditures and the refinancing of certain existing indebtedness in connection with St. Joseph Hospital, Nashua, NH and Covenant Health Systems Inc., Tewksbury, MA.

#23B Authorized to accept the donation of capital improvements that will be completed at the Bridges House from the Friends of the Bridges House, a nonprofit corporation that has raised private funds and acquired a Community Development Finance Authority grant to restore portions of the Bridges House with a total value of \$750,000. Effective upon G&C approval. (2)Further authorized to enter into a Capital Improvements Gift Acceptance Agreement with The Friends of Bridges House, detailing mutual covenants, conditions, and agreements to allow for the improvements to the property. Effective upon G&C approval through June 30, 2013. (3)Further authorized to enter into a mortgage deed agreement with the Community Development Finance Authority as beneficiary of the original CDFA \$500,000 award to the Friends of the Bridges House, with the building and land to serve as financial security for the award. Effective upon G&C approval through October 10, 2020.

#23C Authorized to enter into a contract with Enhanced Communications of Northern New England Inc., Portland, ME, for carrier Ethernet services, for a total price not to exceed \$3,000,000. Effective upon G&C approval through May 9, 2017. The approximate annual value of this contract is \$600,000, provided through individual agency expenditures.

#23D Authorized the Bureau of Public Works Design and Construction to enter into a contract with Dec-Tam Corporation, North Reading, MA, for the Interior Demolition and Abatement of Tobey Building – Governor Hugh Gallen State Office Park South, Concord, NH, for a total price not to exceed \$747,729. (2)Further authorized the amount of \$26,500 for payment to the Department of Administrative Services, Bureau of Public Works Design and Construction, for engineering services provided, bringing the total to

\$774,229. Effective upon G&C approval through July 31, 2012. **100% Capital – Other Funds
Employment Security.**



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

May 3, 2012

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

REQUESTED ACTION

1. Pursuant to RSA 4:8, authorize the Department of Administrative Services to accept the donation of capital improvements that will be completed at the Bridges House from the Friends of the Bridges House, a non profit corporation that has raised private funds and ocquired a Community Development Finance Authority (CDFA) grant to restore portions of the Bridges House with a total value of \$750,000, effective upon Governor and Council approval.
2. Pursuant to the approval of Requested Action #1 above, further authorizotion is requested for the Department of Administrative Services to enter into a Capital Improvements Gift Acceptance Agreement with The Friends of Bridges House, detailing mutual covenants, conditions, and agreements to allow for the improvements to the property effective upon Governor and Council approval through June 30, 2013
3. Additionally, also pursuant to the approval of Requested Action #1 above, authorization is requested for the Department of Administrative Services to enter into a mortgage deed agreement with the Community Development Finance Authority (CDFA) as beneficiary of the original CDFA \$500,000 award to the Friends of the Bridges House, with the building and land to serve as financial security for the award, for the period from Governor and Council approval through October 10, 2020.

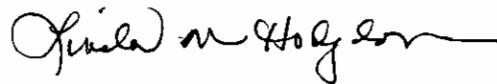
EXPLANATION

The Bridges House is a state owned building located on Mountain Road in Concord that was given to the State by Senator and Mrs. Styles Bridges to be utilized as the Governor's residence since 1969. The building was last used in a full time capacity by Governor Meldrim Thomson and first lady Gale Thomson. The building has been utilized since then by various Governor's to house visiting dignitaries, hold commissioner meetings and public events including the Christmas Tree Lighting and the Easter Egg Hunt for state employees.

As referenced in the conditions of the Capital Improvements Gift Acceptance Agreement, requested action #2 above, The Friends of Bridges House will be authorized to initiate their plan to restore areas on the first floor including the installation of a new kitchen, raze the barn and create a larger great room, raze the porch and install a new dining room and other interior renovations. The renovations are slated to begin in June and be completed in November of 2012, with funds raised through private donations and a Community Development Finance Authority (CDFA) grant.

The award of \$500,000 received by The Friends of the Bridges House from the Community Development Finance Authority (CDFA) requires that the beneficiary of the award, the Department of Administrative Services on behalf of the State of New Hampshire, guarantee a long term benefit to persons and /or communities by requiring that the funded project and the property remain in the ownership of the State of New Hampshire for a period of at least ten years from the date of the CDFa contract date, which was October 10, 2010. The approval of the Mortgage Deed document enclosed and reference in requested action #3, will satisfy those specific CDFa award requirements.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

CAPITAL IMPROVEMENTS GIFT ACCEPTANCE AGREEMENT
Bridges House Restoration and Renovation Project

This Agreement (this "Agreement") is made this the 11 day of May, 2012 by and between the State of New Hampshire (the "State"), acting through its DEPARTMENT OF ADMINISTRATIVE SERVICES ("DAS"), and FRIENDS OF THE BRIDGES HOUSE, INC. (the "Donor"), a New Hampshire nonprofit corporation with a principal address of P.O. Box 3967, Concord, New Hampshire 03302-3967.

WHEREAS, the State is the owner a certain tract of land and the buildings situated thereon located at 21 Mountain Road, Concord, New Hampshire, known as the "Bridges House," which is the State's executive residence (the "Property");

WHEREAS, the Donor is a charitable corporation qualified under section 501(c)(3) of the Internal Revenue Code that is dedicated to the restoration and improvement of the Bridges House;

WHEREAS, the Donor desires to substantially restore and make significant capital improvements to the Bridges House; and

WHEREAS, the State is willing to permit said restoration of and improvements to the Property subject to certain conditions;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable consideration, the State hereby agrees to allow the Donor to restore and improve the Property and thereby accepts such gift of restorations and capital improvements subject to the following terms and conditions:

1. IMPROVEMENTS.

The Donor may make such improvements and alterations to the Property as are generally described in a certain letter dated June 1, 2011 from George Lagos and Debra Douglas on behalf of the Donor to Linda Hodgdon, Commissioner of DAS, attached hereto as Exhibit A and incorporated herein by reference (the "Project"), subject to the oversight and approval of the DAS Division of Plant & Property Management, Bureau of General Services, as further set forth in this Agreement. The Donor shall be solely responsible for funding the entire cost of the Project and direct payment of all associated expenses.

2. DESIGN AND CONSTRUCTION.

- A. The Donor shall contract with a duly qualified and reputable architecture and engineering firm and a duly qualified and reputable construction firm for the design

and construction of the Project. The selection of such firms shall be subject to the prior written approval to the State, in its sole discretion, which approval shall not be unreasonably withheld.

- B. The Donor shall cause to be performed by properly registered and qualified architects and engineers (“A/E”) all necessary professional, architectural, and engineering services to design, prepare and detail the architectural plans and specifications for the Project (the “Project Design Documents”). The Donor shall be responsible for ensuring that the A/E performs the following architecture and engineering services at a minimum:
- (1) Monitoring the progress and quality of the completed construction work and determining if the construction work is being performed in accordance with the Project Design Documents;
 - (2) Reviewing and approving, or taking other appropriate action upon, construction contractor submittals such as shop drawings, product data and samples;
 - (3) Ensuring that the registered design professional who is in responsible charge of any structural design provides special structural inspections in accordance with 2009 International Building Code, Chapter 17.
- C. The Donor shall provide signed affidavits from each of the registered design professionals for architecture, mechanical engineering, electrical engineering, structural engineering, and civil engineering. Such Design Affidavits shall be submitted at the conclusion of the design phase, but prior to the beginning of the construction phase, and shall state that the design professional's respective design meets all applicable local, state, and federal codes.
- D. The Donor shall provide a signed Installation Affidavit from the design professional after substantial completion of the Project, but before the issuance of a Certificate of Occupancy. The Installation Affidavit shall state that the design professional made periodic visits to the Project site to observe the work and, to the best of his, her, or their knowledge, information and belief, the Project was constructed in accordance with his, her, or their design. The frequency of site visits shall be such as to provide the design professional a reasonable assurance that the work is being done in accordance with the Project Design Documents.
- E. The Donor's agreements with said design and construction firms (the “Contractors”) to perform services and provide materials relating to the Project shall be in writing, together with any subsequent amendments or change orders, and each of the same shall be subject to the prior review and approval of the State.

Each such agreement shall contain the insurance and indemnity provisions contained in Exhibit B attached hereto and incorporated herein by reference. Each such agreement shall further contain the following provisions, either explicitly or by reference to this Agreement.

- (1) The Contractors shall be permitted to enter the Property for purposes of completing the Project. Said Contractors shall not use the Property for any other purpose except by prior written permission by the State.
- (2) Detailed plans of all proposed restorations and improvements shall be submitted to the State along with any necessary permits for review and written approval prior to implementation.
- (3) Any and all costs associated with archeological surveys or other studies as may be required by the New Hampshire Division of Historical Resources or the New Hampshire Department of Environmental Services shall be the sole responsibility of the Donor.
- (4) All work on the Project shall be overseen and subject to the approval of the DAS Division of Plant & Property Management, Bureau of General Services (contact person: Ronald White, Administrator, State of New Hampshire, Bureau of General Services, 25 Capitol Street, Room 408, Concord, New Hampshire 03301, telephone: (603) 271-3148).
- (5) The Architect shall keep a log of all site visits, noting the dates and times of the visits and all pertinent observations. He shall submit periodic reports to the State and the Bridges House Building Committee noting the progress of the work, condition of the site, observed deviations from the contract documents and changes in the work that would alter compliance with building, life safety, and accessibility codes, and perceived threats to public safety.
- (6) The Contractor(s) shall obtain, at its own expense, local building permit(s) and appropriate inspections, including Certificates of Occupancy, in coordination with the State Fire Marshall for all buildings constructed in connection with the Project. Delay in obtaining such approvals and permits shall not relieve the Contractor(s) from its obligation to meet its milestones as scheduled in this Agreement. The Contractor(s) shall obtain and pay for all construction licenses, permits, certificates of approval, and impact fees, and shall pay all fees as may be required of the Contractor(s) by law for construction of the State's facility including electric, natural gas, or telephone utility back charges for their portion of the work. The work shall conform to all local, state, and federal laws and regulations governing

this work, and where reference is made to published standard specifications of technical societies, trade associations, governmental agencies, codes, and/or requirements of the Underwriters Laboratory and protective organizations the edition or version of said published standard specifications enforced at the job sites by the authorities having jurisdiction shall control.

- (7) Site and building design and construction must meet all applicable federal, state and local codes and standards and comply with NH Barrier Free Design Code.
- (8) Notwithstanding any other provision contained in this Agreement, the State shall have no responsibility for the completion of the Project or any design, restoration, or improvement to the Property contemplated thereby or associated therewith. The State further disclaims responsibility for any payment obligation to any Contractor or Subcontractor, whether for services or materials rendered or any other expenses incurred in connection with the Project. The Contractors shall look solely to the Donor for fulfillment of any payment obligations arising under this Agreement or otherwise in connection with the Project.
- (9) The primary construction Contractor shall be responsible for the round-the-clock safety and security of the Project site on the Property and hereby agrees to take all necessary measures to maintain a safe and secure Project site for the benefit of all Project personnel and any State personnel who may enter the Property while the Project is underway, as well as for the benefit of the general public. Such measures shall include, without limitation, security fences or barriers and other appropriate means of excluding members of the general public and any other unauthorized persons from the work site, security lighting, and appropriately placed signage warning of actual and potential safety hazards and forbidding unauthorized entry. Said Contractor shall further be responsible for securing all buildings contained within the Property while restoration, modification, or improvement of such buildings is underway, so as to prevent unauthorized entry from any work area into any other portions of said buildings. The Contractors expressly acknowledge that the State reserves the right to allow members of the public to enter portions of the Property that are not within Project work areas and to hold public events in such areas from time to time.
- (10) The primary construction Contractor shall be responsible for ensuring that all waste materials resulting from the Contractors' or Subcontractors' activities on the Property, or otherwise resulting from the Project, are

removed from the Property and properly recycled or disposed of. Any hazardous materials shall be properly disposed of in compliance with all applicable codes and regulations.

- F. All proposed restorations, improvements, and designs shall be subject to the prior review and approval of the State. Detailed plans of all proposed restorations and improvements shall be submitted to the State along with any necessary permits for review and written approval prior to implementation. The Donor shall provide the State with Design Deliverables as defined and outlined below. The Design Deliverables shall include, without limitation, detailed plans and specifications which shall be submitted for review and approval by the State at the following milestones:
- 30% Design Phase
 - 80% Design Phase
 - 100% Design Phase
 - Record Drawings – Post-construction Phase (following completion and acceptance of construction)

3. TERMINATION AND COMPLIANCE: OWNERSHIP OF IMPROVEMENTS.

- A. Should the Donor fail or neglect to comply with any of the terms or conditions of this Agreement or to comply with any reasonable requirements of the State, the State may terminate this Agreement immediately upon the receipt of written notice by the Donor. Termination shall be in writing sent by certified mail. Upon receipt of such notice of termination the Donor agrees that it shall forthwith provide notice to all Contractors then working on the Project to cease all work on the Project until further notice from the State, to remove all of their (and their Subcontractors') tools and equipment from the Property, and to prepare and submit their final invoices to the Donor for materials supplied and work fully or partially completed. All personal property, equipment, and fixtures left by the Donor or any Contractors or Subcontractors on the Property thirty (30) days after this Agreement is terminated by whatever means shall become the property of the State.
- B. Upon expiration or termination of this Agreement by any means, all improvements made to the Property shall become the property of the State without cost.

4. TERM OF AGREEMENT.

Subject to earlier termination as provided herein, this Agreement shall remain in effect until such time as the Project has been completed to the sole satisfaction of the State.

5. PROJECT FUNDING SOURCE AND FINANCING SECURITY.

The State acknowledges that a primary source of funding for the Project is an award of Community Development Investment Program (“CDIP”) funds by the New Hampshire Community Development Finance Authority (“CDFA”). The State agrees to provide appropriate security for such award in accordance with CDIP grant requirements in order to protect this investment of public funds by the CDFa.

6. INDEMNIFICATION.

The State’s only obligations hereunder shall be: to grant access to the Property for the execution of the Project, to grant appropriate security for the CDIP grant to the CDFa, and to accept the restoration work and capital improvements comprising the Project as a gift from the Donor in accordance with the terms and provisions of this Agreement. The State shall have no liability with respect to the Project, or the renovation, development, construction, or operations contemplated by the Project, the funding of the Project or payment of any expenses arising in connection therewith, or the acts or omissions of the Donor or any Contractors or Subcontractors working on the Project, and the Donor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all such claims, liabilities, suits, costs, loss, damage, or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Donor and any Contractors or Subcontractors in connection with the Project or this Agreement. This covenant shall survive the termination of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

7. DISSOLUTION.

In the event of the dissolution of the Donor corporation, after provision for payment of all of the corporation's liabilities, the board of directors shall dispose or transfer all assets of the corporation, exclusively for the exempt purposes of the Donor corporation, in such manner or to such organization organized and operated exclusively for similar purposes as the Donor, which organization qualifies under section 501(c)(3) of the United States Internal Revenue Code. Any purported assignment of this Agreement pursuant to such dissolution shall be subject to the assignment provisions contained in Section 11 of this Agreement.

8. STATE CONTACT.

The primary State contact for all purposes of this Agreement and the Project, including any notices or other communications required hereby or contemplated herein, shall be:

Ronald White, Administrator,
State of New Hampshire, Bureau of General Services
25 Capitol Street, Room 408
Concord, New Hampshire 03301
Telephone: (603) 271-3148.

9. SOVEREIGN IMMUNITY.

This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign immunity to which the State of New Hampshire and its representatives and agents are lawfully entitled.

10. STATUTORY REQUIREMENTS.

The Donor shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations in connection with the performance of this Agreement.

11. AMENDMENT; EXTENT OF INSTRUMENT; ASSIGNMENT CHOICE OF LAWS.

The terms of this Agreement may not be modified, amended, or assigned except by written agreement between the Donor and the State (or, in the case of assignment, by written agreement between the Assignee and the State). Any amendment to this Agreement shall be subject to the approval of the Governor and Executive Council of the State of New Hampshire. This Agreement, 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.

12. TERM UNENFORCEABLE.

If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, then the remainder of this Agreement or any other application thereof shall not be affected thereby and shall remain valid and enforceable.

13. NO WAIVER OR BREACH.

No assent by either party, whether express or implied, to a breach of a covenant, condition, or obligation by the other party shall act as a waiver of a right of action for damages as a result of such breach or be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

14. ENTIRE AGREEMENT.

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

15. AUTHORITY.

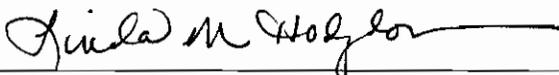
By executing this Agreement in the space provide, the Donor represents that it has all requisite power and authority to enter into and perform the terms of this Agreement, and that this Agreement will constitute a valid and binding agreement and obligation of the Donor, in accordance with its terms.

16. EFFECTIVE DATE.

This Agreement, including the covenant to grant security for the CDIP grant to the CDFA, shall be subject to the prior approval of the Governor and Executive Council of the State of New Hampshire and shall only become effective on the date of such approval.

IN WITNESS WHEREOF, the parties hereto have set their hands below as of the date first above written.

STATE:
STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 
Linda M. Hodgdon, Commissioner

*Rosemary Aikat 5-14-12
Office of the Attorney General
(for Form, Substance & execution)*

DONOR:
FRIENDS OF THE BRIDGES HOUSE, INC.

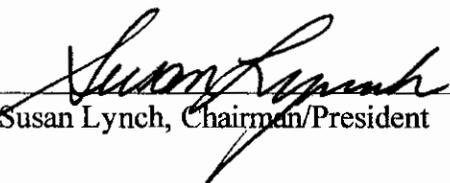
By: 
Susan Lynch, Chairman/President

EXHIBIT A

Letter of May 1, 2012 from Ken Moulton and Debra Douglas on behalf of Friends of the Bridges House, Inc. to Linda Hodgdon, Commissioner of the New Hampshire Department of Administrative Services

[Letter appears at next page]

FRIENDS OF THE BRIDGES HOUSE

May 1, 2012

Honorable Linda Hodgdon, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301-6312

RE: Bridges House

Dear Commissioner Hodgdon:

Following up on our past discussions and our letters of December 22, 2010 and June 1, 2011, we are writing to provide an update on our plans with regard to the Friends of Bridges House and the proposed Phase I restoration and improvements to the Bridges House property.

Friends of Bridges House is a 501 (c) (3) corporation which has initiated a capital campaign as a collaborative effort between private citizens, New Hampshire based businesses and state government dedicated to the restoration and improvement of the Bridges House, a historically significant property owned by the State which is listed in the National and State Registers of Historic Places.

As you know, there was little legislative support last session for the capital funding of this restoration project in HB 25. It remains our intention to move forward with the project, utilizing the CDFR grant, other contributions and in-kind donations. We expect the total funding available will be in the vicinity of \$750,000. We fully anticipate that we will be able to undertake a significant portion of the first floor work as previously described. The second floor will remain as is.

We have been utilizing the services of John Merkle of the firm TMS Architects in Portsmouth, NH to assist us and have also contracted with Cobb Hill Construction, of Concord. The revised plans are nearly finalized, and the expectation is that we will be able to create the great room, update and expand the kitchen, and reconstruct the porch into a convertible dining / meeting area in this first phase of construction.

We have been communicating on a continuous basis with your colleagues, Mike Connor and Ron White, and will continue to keep you updated with respect to our plans. Should you have any questions, please do not hesitate to contact us.

Sincerely,



Ken Moulton, Executive Director



Debra Douglas, Campaign Chair

CC: Michael Connor, Director Division of Plant and Property Management

EXHIBIT B
Contractor Insurance and Indemnity Provisions
(to be included in all agreements with contractors)

1. The Contractor shall deliver to the State of New Hampshire (the "State") at or prior to the effective date of this Agreement with Donor certificates of all insurance required hereunder and such insurance may be subject to review at any time by the Attorney General. The certificates of insurance shall contain a description of the Project, if and as appropriate, and shall state that the companies issuing insurance will mail to the State thirty (30) days' prior notice of cancellation, (30) days' prior notice of alteration of material change of any listed policies, or ten (10) days' prior notice of cancellation in cases of non-payment of premium. The Contractor shall, at its sole expense, obtain and maintain in force the insurance required herein for the period of this Agreement. At the request of the State, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a company licensed to do business in the State of New Hampshire at the time the policy is issued. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide. For all purposes herein, the contact person for the State and designated recipient of all notices, certificates, or other communications contemplated hereby shall be: Ronald White, Administrator, State of New Hampshire, Bureau of General Services, 25 Capitol Street, Room 408, Concord, New Hampshire 03301, telephone: (603) 271-3148.
2. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
3. No operations under this Agreement shall commence until certificates of insurance attesting to the below listed requirements have been filed with the State.
 - A. Workers' Compensation Insurance: In accordance with RSA 281-A.
 - (1) Employers Liability:
 - a. \$100,000 each accident.
 - b. \$500,000 Disease-policy limit.
 - c. \$100,000 Disease-each employee.
 - B. Commercial General Liability Insurance:
 - (1) Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause I), Explosion, Collapse, and Underground coverage:
 - a. Limits of Liability:
 - i. \$2,000,000 Each Occurrence Bodily Injury & Property Damage.
 - ii. \$3,000,000 General Aggregate – Include per Project Aggregate Endorsement.
 - iii. \$3,000,000 Products/Completed Operations Aggregate.
 - iv. State shall be named as an additional named insured.

***** [OR] *****

(2) Commercial General Liability Form: Include Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability (see Indemnification provisions herein), Collapse and Underground, Medical Payment coverages (Broad Form Comprehensive GL Endorsement)

a. Limits of Liability:

- i. \$2,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage.
- ii. State shall be named as an additional named insured.

C. If blasting and/or demolition is required by this Agreement, the Contractor or subcontractor shall obtain the respective coverage for those activities, and shall furnish to the State a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting and/or demolition.

D. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Administrative Services.

(1) Limits of Liability:

- a. \$2,000,000 Each Occurrence
 - b. \$3,000,000 Aggregate
- ***** [OR] *****
- c. \$2,000,000 Bodily Injury & Property

E. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.

(1) Limits of Liability:

- a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

F. Commercial Umbrella Liability

(1) Limits of Liability:

- a. \$1,000,000 Each Occurrence
- b. \$1,000,000 Aggregate

G. Builder's Risk Insurance (Fire and Extended Coverage):

(1) The Contractor shall insure the work included in this Agreement, including extras and change orders, on an "All Risk" basis, on one hundred percent (100%) completed value basis of this Agreement, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State of New Hampshire Department of Administrative Services and the Contractor. The policies shall provide

for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insured parties. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises.

H. General Insurance Conditions

- (1) Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days, or ten (10) days in cases of non-payment of premium, after written notice thereof has been received by the State.

I. Indemnification:

- (1) The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Contractor or Subcontractors in the performance of work covered by, or obligations under, this Agreement. This covenant shall survive the termination of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

J. Additional Insurance for Design/Build Contracts:

- (1) In addition to the insurance requirements listed in the above paragraphs, the Designer/Builder Team shall provide the following coverage.
 - a. The Designer/Builder Team or the Designer, as appropriate, shall purchase and maintain professional liability coverage for this Project. The coverage shall provide the State of New Hampshire with protection against design errors and omissions and shall have an annual aggregate limit of no less than \$2,000,000. The coverage shall be maintained through the legal stature of repose period, currently stipulated to be three (3) years from the date of Substantial Completion. If the professional liability coverage is maintained by any party other than the firm holding the prime contract with the State of New Hampshire for this Project, the prime contractor shall provide evidence of indemnifications, approved by the State of New Hampshire, that indicate that this insurance coverage is in place and available for the protection of the State. The indemnification may not create a re-assignment of contractual responsibilities between the State and the prime contractor.

Return original recorded deed to:
CDFA
14 Dixon Ave., Ste. 102
Concord, NH 03301
Attn: Christine Conlogue

MORTGAGE DEED

The State of New Hampshire ("Mortgagor"), with a mailing address of Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire, 03061-0487, is the beneficiary of an award by the Community Development Finance Authority (CDFA) to Friends of the Bridges House. The award is in the amount of five hundred thousand dollars (\$500,000) in the form of Community Development Investment Program (CDIP) funds, awarded by the New Hampshire Community Development Finance Authority (CDFA). The grant, in said amount, was awarded for the purposes of renovating the historic Bridges House.

Mortgagor, pursuant to the terms of a CDIP Contract entered into on October 10, 2010, between Friends of Bridges House, Inc. and the Community Development Finance Authority (CDFA) a body corporate and politic having an address of 14 Dixon Avenue, Suite 102, Concord, Merrimack County, New Hampshire 03301 ("Mortgagee"), hereby grants and conveys unto the said Mortgagee, its successors and assigns, with MORTGAGE COVENANTS, those certain tracts or parcels of land, together with improvements situated thereon, situated in the City of Concord, Merrimack County, New Hampshire, more particularly described as follows:

(Legal Description of Land as Attachment A)

This mortgage, hence, is given to guarantee a long-term benefit to persons and/or communities (as described in the Contract with CDFA), by requiring that the funded project be completed and the property remain in the ownership of State of New Hampshire for a period of at least ten years. In the event the project property is sold to a third party, not approved by CDFA; an amount equal to the total amount of CDIP funds disbursed by CDFA, will be repaid to CDFA.

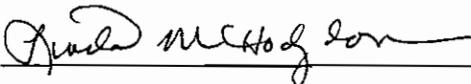
The mortgage shall be released no later than ten years from the CDFA Contract Start Date. ✓

The covenants herein contained shall bind, and the benefits and advantages shall issue to the respective successors and assigns of the parties.

This mortgage is subject to and subordinate to all financing mortgage(s) for the construction of this project.

WHEREFORE, the Mortgagor executed this mortgage on this 11 day of May, 2012.

State of New Hampshire:

By:  Title: Commissioner

Rosemary 5-14-12
Office of the Attorney General
(for Form, Substance and Execution)

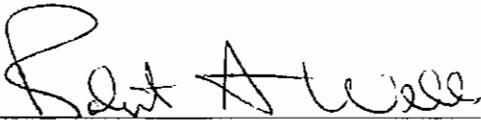
SECRETARY'S CERTIFICATE
OF
FRIENDS OF BRIDGES HOUSE, INC.

The undersigned, Bob Wells, hereby certify that I am the duly elected, qualified and acting Secretary of Friends of Bridges House, Inc., a New Hampshire nonprofit corporation (the "Corporation"), and that, as such, I have access to its corporate records and am familiar with the matters herein certified, and further certify in my capacity as Secretary as follows:

That Susan E. Lynch, M.D. is the duly elected and qualified President of the Corporation as elected to serve until the next annual meeting and has the authority to execute contracts on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate effective as of the 10th day of May, 2012.

FRIENDS OF BRIDGES HOUSE, INC.



Bob Wells, Secretary

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Friends of Bridges House, Inc. is a New Hampshire nonprofit corporation formed March 24, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2012

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

William M. Gardner
Secretary of State

Filed

Date Filed: 03/24/2006

Effective Date: 03/24/2006

Business ID: 554297

William M. Gardner

Secretary of State

STATE OF NEW HAMPSHIRE

Recording fee: \$25.00
Use black print or type.

Form NP-1
RSA 292:2

Form must be single-sided, on 8½" x 11" paper and have one inch margins on both sides. Double sided copies will not be accepted.

ARTICLES OF AGREEMENT OF A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING ARTICLES:

FIRST: The name of the corporation shall be:

Friends of Bridges House, Inc.

SECOND: The object for which this corporation is established is:

The Friends of Bridges House is dedicated to the preservation, utilization, and stewardship of Bridges House, a gift from Senator and Mrs. Styles Bridges and the official residence of the Governors of the State of New Hampshire since 1969, and to educating the public about the architectural and historical significance of the house, its furnishings, and its grounds.

THIRD: The provisions for establishing membership and participation in the corporation are:

There is no membership.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event the organization dissolves or terminates, after paying any outstanding liabilities, all remaining assets will be distributed to the State of New Hampshire to be held by the State Treasurer pursuant to NHRSA 11:1 exclusively for the care, maintenance, and capital improvement of Bridges House; if, for whatever reason, the funds cannot be distributed to the State of New Hampshire for this purpose, the Board will vote to distribute all remaining assets exclusively for one or more of the charitable purposes as set forth in section 501(c)(3) of the Internal Revenue Code.



ARTICLES OF AGREEMENT OF
Friends of Bridges House, Inc.

Form NP-1
RSA 292:2

EIGHTH: Signatures and post office address of each of the persons associating together to form the corporation: (Note 2)

Signature and Name

Post Office Address

1. *Susan Lynch*
Signature

166 Hopkins Green Rd
Street

SUSAN LYNCH
Name (please print)

Hopkinton, NH 03229
City/Town State Zip

Signature and Name

Post Office Address

2. *Heather Merrill*
Signature

273 North Bay Street
Street

Heather Merrill
Name (please print)

Manchester, NH 03104
City/Town State Zip

Signature and Name

Post Office Address

3. *Dorothy D. Peterson*
Signature

P.O. Box 3100 - 15 Colonial Square
Street

Dorothy D. Peterson
Name (please print)

Peterborough, NH 03458-3100
City/Town State Zip

Signature and Name

Post Office Address

4. *Nancy H. Sununu*
Signature

24 SAMOSET DRIVE
Street

NANCY H. SUNUNU
Name (please print)

SALEM, NH 03079
City/Town State Zip

Signature and Name

Post Office Address

5. *Kathleen M. Gregg*
Signature

210 South Road
Street

KATHLEEN M. GREGG
Name (please print)

Rye Beach, N.H.
City/Town State Zip 03871