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**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH  
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA  
ATTORNEY GENERAL



JAMES T. BOFFETTI  
DEPUTY ATTORNEY GENERAL

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August 29, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

Your Excellency and Members of the Council:

**REQUESTED ACTION**

1. Authorize the Department of Justice to enter into a 30-year **sole source** lease with the Capital Region Health Care Development Corporation (Concord Hospital), 250 Pleasant Street, Concord NH 03301 (Vendor #156647), in the amount of \$37,259,880 for the rental of approximately 10,500+/- square feet of space located on the first floor, Suite 100, at 279 Pleasant Street in Concord, New Hampshire, with the option to renew for an additional two (2) consecutive five (5)-year periods, effective upon Governor and Executive Council approval for the period from the date that the Landlord delivers the premises to the Tenant in accordance with the Section 3.03 of the Lease through the last day of the month in which the thirtieth (30<sup>th</sup>) anniversary of the Lease Commencement Date occurs, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of the Lease or pursuant to law. 100% General Funds.
2. Contingent upon approval of Requested Action #1, authorize the Department of Justice to pay Capital Region Health Care Development Corporation (Concord Hospital) up to \$10,000 per year for thirty (30) years, for a total amount not to exceed \$300,000, for an annual operating expense reserve, effective upon Governor and Executive Council approval. 100% General Funds.

Funding is available in the following account for State Fiscal Years 2026 and 2027 and is anticipated to be available in State Fiscal Years 2028-2056 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between the State Fiscal Years within the price limitation through the Budget Office, if needed and justified.

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#02-20-20-202010-10330000-Department of Justice, Division of Medical Examiner Operations,  
Chief Medical Examiner, 022-500248, Rents and Leases other than State.

**See attached Fiscal Details and Square Footage Breakdown**

**EXPLANATION**

This lease is **sole source** because the Office of Chief Medical Examiner (OCME) has leased Concord Hospital office space and paid to use morgue and autopsy areas for over 35 years. Concord Hospital has been a trusted vendor and is now providing a unique and specialized morgue, autopsy space, equipment, staffing and office space in one area which will increase the forensic efficiency rate of the OCME. The Department has received approval from the Department of Administrative Services to pursue this lease as sole source pursuant to Chapter Adm 800 rules PART Adm 804.01.

The Department of Justice, Office of the Chief Medical Examiner (OCME), is required by law (RSA 611-B:11) to open medico-legal case investigations in 24 categories of cases. Many of those require autopsies. During the last biennium, OCME's two medical examiners conducted 1,064 autopsies.

The state does not have facilities suitable for performing autopsies. For more than 35 years, OCME has leased office space at Concord Hospital Office Park and paid Concord Hospital an additional fee (approximately \$750) each time it used the hospital's morgue to conduct an autopsy. The current lease agreement with the hospital will expire on September 30, 2026.

Concord Hospital advises that it will not be able to renew the current lease when it expires inasmuch as it intends to repurpose the leased office spaces for its own use and would have to significantly increase the autopsy fees charged for use of the hospital morgue. Moreover, the hospital morgue is no longer adequate for OCME's current or future needs. The number of autopsies conducted annually has increased 30 to 50% in recent years and is expected to further increase with population growth and the addition of a third medical examiner last year. Finally, the number of bodies being autopsied often exceeds the capacity of the current morgue, which then requires OCME to incur off-site cadaver storage and transportation costs.

Anticipating the expiration of the current lease and the need for suitable facilities to conduct OCME's mission, the Department and Concord Hospital have identified a viable alternative. Concord Hospital owns a two-story medical office building at 279 Pleasant Street. It is willing to lease the first floor of that facility to OCME for a 30-year term (with two, five-year extensions). It will build out the space to include adequate offices, expanded cadaver storage, and an autopsy suite suitable for three medical examiners.

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In order to have the space available for occupancy when the current lease expires, Concord Hospital retained an architect last year to design the space. The hospital asked the Department to sign a letter of intent as a measure of good faith before incurring architectural expenses. On June 18, 2024, the Department of Administrative Services granted the Department a waiver from the public notice requirements. The Department and Concord Hospital signed a letter of intent on December 13, 2024.

The Department appeared before the Long Range Capital Planning and Utilization Committee on February 24, 2025 to request approval of the project along the terms specified in the letter of intent. The Committee unanimously approved a proposed 30-year lease with Concord Hospital, which anticipated a commencement date on or about March 1, 2026 and a total estimated cost of \$37,259,882.

The parties recently concluded negotiations for a 30-year lease of premises at 279 Pleasant Street. The negotiated lease includes the rental cost for offices, morgue and autopsy suite, common area maintenance, equipment, Dieners, and security. Major autopsy equipment would be replaced as needed and there would be a five-year review period with an estimated 2.9% increase each year. Please see Exhibit C of contract for breakdown of the base rent, operating expenses, equipment, and staffing included in the monthly fixed rent. In addition to the fixed rent is a \$10,000 annual operating expense reserve to cover unexpected operational expenses if required.

The Department of Justice has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting the assertions are available at the agency, for review upon request.

Concord Hospital has been a cooperative partner with OCME for over 35 years. We hope to continue that relationship over the life of the proposed lease. Please let me know if you have any questions regarding this request. Your favorable consideration is greatly appreciated.

Respectfully submitted,



John M. Formella  
Attorney General

#5195681

**Department of Justice  
Office of Chief Medical Examiner  
Fiscal Detail Sheet Based on Occupancy March 1, 2026**

<b>Fiscal Year</b>	<b>Date Range</b>	<b>Fiscal Year Rent</b>	<b>Annual Operating Expense Reserve</b>	<b>Total</b>
2026	03/01/2026 to 06/30/2026	\$265,315	\$3,334	\$268,649
2027	07/01/2026 to 06/30/2027	\$803,639	\$10,000	\$813,639
2028	07/01/2027 to 06/30/2028	\$826,944	\$10,000	\$836,944
2029	07/01/2028 to 06/30/2029	\$850,926	\$10,000	\$860,926
2030	07/01/2029 to 06/30/2030	\$875,603	\$10,000	\$885,603
2031	07/01/2030 to 06/30/2031	\$900,995	\$10,000	\$910,995
2032	07/01/2031 to 06/30/2032	\$927,124	\$10,000	\$937,124
2033	07/01/2032 to 06/30/2033	\$954,011	\$10,000	\$964,011
2034	07/01/2033 to 06/30/2034	\$981,677	\$10,000	\$991,677
2035	07/01/2034 to 06/30/2035	\$1,010,146	\$10,000	\$1,020,146
2036	07/01/2035 to 06/30/2036	\$1,039,440	\$10,000	\$1,049,440
2037	07/01/2036 to 06/30/2037	\$1,069,584	\$10,000	\$1,079,584
2038	07/01/2037 to 06/30/2038	\$1,100,601	\$10,000	\$1,110,601
2039	07/01/2038 to 06/30/2039	\$1,132,519	\$10,000	\$1,142,519
2040	07/01/2039 to 06/30/2040	\$1,165,362	\$10,000	\$1,175,362
2041	07/01/2040 to 06/30/2041	\$1,199,158	\$10,000	\$1,209,158
2042	07/01/2041 to 06/30/2042	\$1,233,934	\$10,000	\$1,243,934
2043	07/01/2042 to 06/30/2043	\$1,269,717	\$10,000	\$1,279,717
2044	07/01/2043 to 06/30/2044	\$1,306,539	\$10,000	\$1,316,539
2045	07/01/2044 to 06/30/2045	\$1,344,429	\$10,000	\$1,354,429
2046	07/01/2045 to 06/30/2046	\$1,383,417	\$10,000	\$1,393,417
2047	07/01/2046 to 06/30/2047	\$1,423,536	\$10,000	\$1,433,536
2048	07/01/2047 to 06/30/2048	\$1,464,819	\$10,000	\$1,474,819
2049	07/01/2048 to 06/30/2049	\$1,507,299	\$10,000	\$1,517,299
2050	07/01/2049 to 06/30/2050	\$1,551,010	\$10,000	\$1,561,010
2051	07/01/2050 to 06/30/2051	\$1,595,989	\$10,000	\$1,605,989
2052	07/01/2051 to 06/30/2052	\$1,642,273	\$10,000	\$1,652,273
2053	07/01/2052 to 06/30/2053	\$1,689,899	\$10,000	\$1,699,899
2054	07/01/2053 to 06/30/2054	\$1,738,906	\$10,000	\$1,748,906
2055	07/01/2054 to 06/30/2055	\$1,789,334	\$10,000	\$1,799,334
2056	07/01/2055 to 02/29/2056	\$1,215,731	\$6,666	\$1,222,397
			<b>Total:</b>	<b>\$37,559,880</b>

**Department of Justice**  
**Office of Chief Medical Examiner**  
**30 Year Rental Schedule Based on Occupancy March 1, 2026**  
**Breakdown of Estimated 10,500 Square Foot Space**

<b>Lease Year</b>	<b>Date Range</b>	<b>Estimated Square Feet</b>	<b>Monthly Fixed Rent</b>	<b>Annual Fixed Rent</b>	<b>Cost Per Square Foot</b>	<b>Estimated % Increase</b>
1	03/01/2026 to 02/28/2027	10,500	\$66,329	\$795,945	\$76	0.00%
2	03/01/2027 to 02/29/2028	10,500	\$68,252	\$819,027	\$78	2.90%
3	03/01/2028 to 02/28/2029	10,500	\$70,232	\$842,779	\$80	2.90%
4	03/01/2029 to 02/28/2030	10,500	\$72,268	\$867,220	\$83	2.90%
5	03/01/2030 to 02/28/2031	10,500	\$74,364	\$892,369	\$85	2.90%
6	03/01/2031 to 02/29/2032	10,500	\$76,521	\$918,248	\$87	2.90%
7	03/01/2032 to 02/28/2033	10,500	\$78,740	\$944,877	\$90	2.90%
8	03/01/2033 to 02/28/2034	10,500	\$81,023	\$972,278	\$93	2.90%
9	03/01/2034 to 02/28/2035	10,500	\$83,373	\$1,000,475	\$95	2.90%
10	03/01/2035 to 02/29/2036	10,500	\$85,791	\$1,029,488	\$98	2.90%
11	03/01/2036 to 02/28/2037	10,500	\$88,279	\$1,059,344	\$101	2.90%
12	03/01/2037 to 02/28/2038	10,500	\$90,839	\$1,090,064	\$104	2.90%
13	03/01/2038 to 02/28/2039	10,500	\$93,473	\$1,121,676	\$107	2.90%
14	03/01/2039 to 02/29/2040	10,500	\$96,184	\$1,154,205	\$110	2.90%
15	03/01/2040 to 02/28/2041	10,500	\$98,973	\$1,187,677	\$113	2.90%
16	03/01/2041 to 02/28/2042	10,500	\$101,843	\$1,222,120	\$116	2.90%
17	03/01/2042 to 02/28/2043	10,500	\$104,797	\$1,257,561	\$120	2.90%
18	03/01/2043 to 02/29/2044	10,500	\$107,836	\$1,294,030	\$123	2.90%
19	03/01/2044 to 02/28/2045	10,500	\$110,963	\$1,331,557	\$127	2.90%
20	03/01/2045 to 02/28/2046	10,500	\$114,181	\$1,370,172	\$130	2.90%
21	03/01/2046 to 02/28/2047	10,500	\$117,492	\$1,409,907	\$134	2.90%
22	03/01/2047 to 02/29/2048	10,500	\$120,900	\$1,450,795	\$138	2.90%
23	03/01/2048 to 02/28/2049	10,500	\$124,406	\$1,492,868	\$142	2.90%
24	03/01/2049 to 02/28/2050	10,500	\$128,013	\$1,536,161	\$146	2.90%
25	03/01/2050 to 02/28/2051	10,500	\$131,726	\$1,580,709	\$151	2.90%
26	03/01/2051 to 02/29/2052	10,500	\$135,546	\$1,626,550	\$155	2.90%
27	03/01/2052 to 02/28/2053	10,500	\$139,477	\$1,673,720	\$159	2.90%
28	03/01/2053 to 02/28/2054	10,500	\$143,521	\$1,722,258	\$164	2.90%
29	03/01/2054 to 02/28/2055	10,500	\$147,684	\$1,772,203	\$169	2.90%
30	03/01/2055 to 02/29/2056	10,500	\$151,966	\$1,823,597	\$174	2.90%

Total Rent: **\$37,259,880**

**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 4, 2025

**SUBJECT:** Attached Lease Agreement  
Approval respectfully requested

**TO:** Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

**LESSEE:** State of NH, Department of Justice, 1 Granite Place South, Concord, NH 03301

**LESSOR:** Capital Region Health Care Development Corporation, 250 Pleasant Street, Concord, NH 03301

**DESCRIPTION:** Approval of the enclosed will authorize leasing **10,500 SF** of space for property located at 279 Pleasant Street, Concord, NH 03301. (Sole Source)

**TERM:** **30 years** – commencing approx. March 1, 2026, through February 29, 2056. DOJ obtained approval from the Long-Range Capital Planning and Utilization Committee on February 24, 2025.

**RENT:** Monthly rent starts at \$66,328.75 (\$75.80 SF) for the first year and rises 2.9% each year of the 30-year lease. The total rent for thirty years is \$37,259,881.50.

**JANITORIAL & RECYCLING:** Janitorial is included in the lease. (separate contract for Hazmat waste not included)

**UTILITIES:** Utilities are included in the lease.

**PARKING:** Parking is included in the lease.

**TOTAL TERM COST:** \$37,259,881.50

**PUBLIC NOTICE:** DOJ obtained a waiver from the competitive RFP requirements (**signed 6/18/24**).

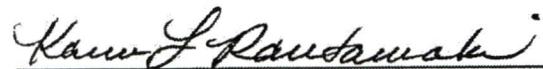
**CLEAN AIR PROVISIONS:** Clean air standards testing will be scheduled within 30 days upon construction completion.

**BARRIER-FREE DESIGN COMMITTEE:** This lease will be for new construction and all current codes will meet the barrier free requirements. The Governors Commission on disability reserves the right to survey the leased space once the tenants take occupancy.

**OTHER:** Approval of the enclosed agreement is recommended.

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

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property

**LEASE AGREEMENT**

between

**CAPITAL REGION HEALTH CARE DEVELOPMENT CORPORATION**

**("LANDLORD")**

and

**STATE OF NEW HAMPSHIRE**

**By and through its Department of Justice**

**("TENANT")**

dated as of

August 28, 2025

## LEASE AGREEMENT

This LEASE AGREEMENT ("**Lease**"), dated as of the 28 day of August, 2025, is entered into by and between CAPITAL REGION HEALTH CARE DEVELOPMENT CORPORATION, a New Hampshire nonprofit corporation ("**Landlord**") and STATE OF NEW HAMPSHIRE, by and through its Department of Justice ("**Tenant**"). Landlord and Tenant are also sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

### ARTICLE I DEFINITIONS; EXHIBIT SCHEDULE

Section 1.01 Defined Terms. For purposes of this Lease, the following terms shall have the following meanings:

"**Additional Rent**" means all sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including any and all other amounts due under this Lease, including any and all other sums that may become due by reason of any default of Tenant or failure to timely comply with the agreements, terms, covenants, and conditions of this Lease to be performed by Tenant.

"**Affiliate**" means for any entity, any parent, subsidiary, or affiliate corporation which Controls, is Controlled by or is under common Control with such entity. For purposes of this definition, "**Control**" means the possession of the power to direct or cause the direction of the management and policy of an entity, whether through the ownership of voting securities, by statute, or by contract.

"**Alterations**" is defined in Section 10.01.

"**Assignment**" is defined in Section 15.01.

"**Building**" means the two-story building having the street address of 279 Pleasant Street, Concord, New Hampshire.

"**Building Systems**" is defined in Section 4.02(d)(iii).

"**Business Days**" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of New Hampshire, and the Federal Government.

"**Business Hours**" means, on each Business Day, the hours from 8:00 a.m. to 5 p.m. Eastern Time.

"**Common Areas**" means the entrances, lobby, accessways, hallways, lavatories, stairways, elevator banks, and other Building areas and the driveways,

parking areas, and landscaped areas on the Property that are designated for the nonexclusive common use of all tenants of the Building and their invitees.

"**Effective Date**" is defined in Section 3.02.

"**Event of Default**" is defined in Section 16.01.

"**Extension Conditions**" is defined in Section 3.05(a).

"**Extension Notice**" is defined in Section 3.05(b).

"**Extension Option**" is defined in Section 3.05(a).

"**Extension Term**" is defined in Section 3.05.

"**First Extension Term**" is defined in Section 3.05(a).

"**Fiscal Year**" is defined in Section 4.02.

"**Fixed Rent**" is defined in Section 4.01.

"**Force Majeure Event**" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) Governmental Authority, proclamations, orders, laws, actions, or requests; (e) embargoes or blockades; (f) epidemics, pandemics, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortages of supplies, adequate power, or transportation facilities; and (i) other similar events beyond the reasonable control of the Parties.

"**Force Majeure Noticing Party**" is defined in Section Section 21.06.

"**Governmental Authority**" means United States, federal, state, regional, municipal, local or other government or governmental department, commission, board, bureau or agency or any central bank, court, tribunal or arbitral body, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental, self-regulatory authority, or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Governor & Council**" is defined in Section 3.02.

"**Gross Negligence or Willful Misconduct**" means any act or failure to act (whether sole, joint or concurrent) by a Party that was intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another party which the Party acting or failing to act knew, or reasonably should have known, would result from such act or omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as

it: (i) constituted mere ordinary negligence; (ii) was done or omitted in accordance with the express instructions or approval of the other Party to this Agreement; or (iii) was done or omitted in accordance with applicable law or regulation or in accordance with a Party's reasonable interpretation of applicable law or regulation.

**"Ground Lease"** means any future ground lease or underlying lease affecting all or any portion of the Property, including all modifications, renewals, supplements, consolidations, and replacements thereof.

**"Hazardous Materials"** means any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

**"Hazardous Materials Law"** means any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials, or other environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**"HVAC"** means heating, ventilation, and air-conditioning.

**"HVAC Systems"** means the HVAC systems of the Building.

**"Lab Equipment"** is defined in Section 9.02.

**"Landlord Broker"** means Norton Asset Management, Inc.

**"Landlord Party"** means Landlord's direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, or representatives.

**"Landlord's Address for Notices"** means 250 Pleasant Street, Concord, NH 03301, Attention: Tim Paris, with a copy to Gallagher, Callahan & Gartrell, P.C., 214 North Main Street, Concord, NH 03301, attention Peter Cline, Esq. or at such other address as Landlord or its counsel shall designate by written notice to Tenant sent pursuant to Section 21 hereof.

**"Landlord's Address for Rent Payments"** means 250 Pleasant Street, Concord, NH 03301.

"**Landlord's Work**" is defined in Section 5.01.

"**Laws**" is defined in Section 6.03.

"**Lease Commencement Date**" is defined in Section 3.02.

"**Lease Expiration Date**" is defined in Section 3.04.

"**Lease Year**" is defined in Section 4.01.

"**Minor Alterations**" is defined in Section 10.02.

"**Mortgage**" means any current or future mortgage, deed of trust, or other security instrument in any amount for which all or any portion of the Property or Landlord's interest or estate in the Property is specified as security, including all modifications, renewals, supplements, consolidations, and replacements thereof.

"**Mortgagee**" means any mortgagee or beneficiary under any current or future Mortgage affecting the Property.

"**Operating Expenses**" is defined in Section 4.02(d).

"**Outside Delivery Date**" is defined in Section 3.03.

"**Party**" or "**Parties**" is defined in the Preamble.

"**Permitted Use**" means use an autopsy lab, morgue and ancillary administrative office purposes of the New Hampshire Medical Examiner, and for no other purpose whatsoever.

"**Premises**" means Suite 100, located on the first (1<sup>st</sup>) floor of the Building, as more particularly shown on the floor plan attached hereto as Exhibit A.

"**Prime Rate**" means the prime rate as published in the Wall Street Journal or, if not available, a comparable rate selected by Landlord. Any interest payable under this Lease with reference to the Prime Rate shall be adjusted on a daily basis, based upon the Prime Rate in effect at the time in question.

"**Property**" means the real property on which the Building is located together with the Building and all appurtenant fixtures and personal property of Landlord used in the operation of the Building and/or the Property, and any other improvements now existing or hereafter constructed thereon, including the parking lot, walkways, and landscaped ground as depicted on the site plan attached hereto as Exhibit B.

"**Property Taxes**" is defined in Section 4.02(f).

"**Punch List**" is defined in Section 5.03.

"**Rent**" means, collectively, Fixed Rent and Additional Rent.

"**Restoration Estimate**" is defined in Section 13.01.

"**Rules and Regulations**" is defined in Section 6.04.

"**Second Extension Term**" is defined in Section 3.05(a).

"**Secured Area**" is defined in ARTICLE XX.

"**Sublease**" is defined in Section 15.01.

"**Taking**" is defined in Section 14.01.

"**Target Delivery Date**" is defined in Section 3.03.

"**Temporary Taking**" is defined in Section 14.05.

"**Tenant-Owned Property**" is defined in Section 10.04.

"**Tenant Damage**" is defined in Section 8.01.

"**Tenant Fit-Up Balance**" is defined in Section 16.02(f).

"**Tenant Parties**" means Tenant, any Affiliate of Tenant, any permitted assignee, subtenant, or occupant of the Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, or representatives.

"**Tenant's Address for Notices**" means New Hampshire Department of Justice, One Granite Place South, Concord, New Hampshire 03301, Attention: kathleen.b.carr@doj.nh.gov, with a copy to DOJ-Invoicing@doj.nh.gov, Attention: Business Office, or at such other address as Tenant or its counsel shall designate by written notice to Landlord sent pursuant to ARTICLE XIX hereof.

"**Tenant's Share**" means 48.2%.

"**Term**" is defined in Section 3.01.

"**Work Plans**" is defined in Section 5.01.

Section 1.02 Interpretation.

(a) This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.

(b) The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title.

(c) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(d) As used in this Lease: (i) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (ii) "including" means "including, without limitation"; (iii) "person" means any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity; and (iv) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated.

(e) All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

Section 1.03 Exhibits. The following Exhibits are part of this Lease, are incorporated by reference, and are to be treated as part of this Lease for all purposes. Undertakings contained in such Exhibits are agreements on the part of the Landlord and Tenant, as the case may be, to perform the obligations stated therein.

Exhibit A – Floor Plan

Exhibit B – Site Plan

Exhibit C – Fixed Rent

Exhibit D – Work Plans

Exhibit E – Rules and Regulations

Exhibit F – Lab Equipment

Exhibit G – Autopsy Tech Services

## ARTICLE II LEASE OF THE PREMISES

Section 2.01 Demise. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Premises for the Term, upon and subject to the terms, covenants, representations, warranties, provisions, and conditions of this Lease.

Section 2.02 [RESERVED].

Section 2.03 Common Areas. Tenant shall have the nonexclusive right to use the Common Areas of the Building. Except as may be otherwise provided expressly in this Lease, Tenant shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, or any other non-common or nonpublic area of the Building and/or the Property.

Section 2.04 Landlord's Use Rights. Landlord reserves the right from time to time to undertake the following activities:

- (a) To install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building, and/or the Property above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas; to relocate any of such items included in the Premises that are located therein or located elsewhere outside the Premises; and to expand the Building;
- (b) To make changes to or alter the Building interior and exterior or the Common Areas;
- (c) To close the Common Areas, or any portion thereof, temporarily for maintenance purposes; and
- (d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building or the Property, or any portion thereof.

Landlord shall not be liable to Tenant for any disruption in Tenant's Permitted Use of the Premises, directly or indirectly, by any of the foregoing activities, provided, that none of the foregoing shall restrict (except for minor and temporary restrictions necessary for such work) Tenant's Permitted Use of the Premises. Tenant hereby releases Landlord from any liability in connection with the foregoing activities and expressly waives any rights that Tenant otherwise might have against Landlord with respect thereto.

Section 2.05 Parking. Landlord shall provide and maintain forty (40) unreserved, self-park, illuminated parking spaces on the paved parking area adjacent to the Building for the use of Tenant's employees and its invitees as shown on the site plan attached to this Lease as Exhibit B.

Section 2.06 Signs. Tenant shall be permitted to install, at its own expense, signs containing Tenant's name at the entrance doors to the Premises and in the reception areas of the Premises, as approved by Landlord and in accordance with applicable Law. If Landlord maintains a building directory, Landlord shall include Tenant's name on the building directory. Upon expiration of the Term, Tenant, at Tenant's expense, shall promptly remove all of its signs and repair any damage caused by such removal.

### **ARTICLE III TERM**

Section 3.01 Term. This Lease shall be effective and binding on Landlord and Tenant on the Effective Date. The term of this Lease shall be approximately thirty (30) years, commencing on the Lease Commencement Date and ending on the Lease Expiration Date ("**Term**"). Unless

otherwise provided herein, the word "Term" shall include any Extension Term properly exercised by Tenant in accordance with Section 3.05.

Section 3.02 Effective Date and Commencement Date. Notwithstanding any provision of this Lease to the contrary, pursuant to RSA 4:39-b, the Lease is subject to approval by the Long Range Capital Planning and Utilization Committee and final approval by the Governor and Executive Council ("**Governor & Council**") of the State of New Hampshire. This Lease shall become effective on the date Governor & Council approves this Lease and Tenant has executed and delivered this Lease to Landlord (the "**Effective Date**"). The "**Lease Commencement Date**" shall be the earlier of the date on or following the Effective Date that: (a) Landlord delivers the Premises to Tenant in accordance with Section 3.03; and (b) Tenant conducts any business in the Premises or any part thereof (it being understood that the mere performance by Tenant of any work in preparing the Premises for Tenant's use and/or occupancy, any activities of Tenant in moving into the Premises, and/or Tenant's installation of furniture and/or equipment in the Premises, shall not be deemed to be the conduct of business by Tenant).

Section 3.03 Delivery of the Premises. Landlord shall use commercially-reasonable efforts (subject to Force Majeure, Tenant Delay, and Landlord Work Scope Adjustment) to deliver the Premises to Tenant with all Landlord Work having been Substantially Completed in accordance with ARTICLE V on or before ten (10) months from the Effective Date (the "**Target Delivery Date**"), provided that if Landlord does not deliver the Premises on or before such Target Delivery Date, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and this Lease shall not be void or voidable. If Landlord does not deliver the Premises to Tenant by the date that is ninety (90) days after the Target Delivery Date (the "**Outside Delivery Date**"), Tenant shall have the right to terminate this Lease by written notice to Landlord. If Tenant terminates the Lease in accordance with this Section 3.03, then neither Landlord nor Tenant shall have any further rights, duties, or obligations under this Lease, except as otherwise expressly provided in this Lease. Notwithstanding anything to the contrary contained in this Lease, the Target Delivery Date and Outside Delivery Date shall be automatically extended by each day that delivery of the Premises by Landlord is delayed by Force Majeure or Tenant Delay.

Section 3.04 Lease Expiration. Subject to Tenant's option to extend the Term as set forth in Section 3.05, the "**Lease Expiration Date**" means the last day of the month in which the thirtieth (30<sup>th</sup>) anniversary of the Lease Commencement Date occurs, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to law.

Section 3.05 Option to Extend Lease Term.

(a) Subject to satisfaction of all of the Extension Conditions, Tenant shall have two (2) separate, consecutive options (each an "**Extension Option**") to extend the Term of this Lease for an additional period of five (5) years (the "**First Extension Term**" and the "**Second Extension Term**" respectively; the First Extension Term and the Second Extension Term are herein, sometimes, individually or collectively referred to as an "**Extension Term**"). In order for an Extension Term to be effective, the Extension Conditions must be fully satisfied in the Landlord's reasonable discretion both at the time

the option is exercised and at the time of the commencement of the applicable Extension Term. The term "**Extension Conditions**" means that, as a condition to Tenant exercising each Extension Option: (i) Tenant shall have timely given Landlord an Extension Notice in accordance with Section 3.05(b); (ii) on the date the applicable Extension Option is exercised, and at the commencement of the First Extension Term or the Second Extension Term, as applicable, no Event of Default shall have occurred and be continuing; and (iii) Tenant shall not have been more than five (5) Business days late in the payment of any or all Rent more than a total of three (3) times for all periods before the commencement of the applicable Extension Term.

(b) Each Extension Option shall be exercisable by written notice (the "**Extension Notice**") to Landlord given not later than twelve (12) months prior to the expiration of the then-current Term. Time is of the essence as to the giving of each Extension Notice. If Tenant does not timely exercise the First Extension Option in accordance with the terms hereof, all Extensions Options shall automatically terminate, and the Lease Term shall expire as of the expiration of the then-current Term.

(c) Each Extension Term shall constitute an extension of the Term and shall be upon all of the same terms and conditions as the existing Term, except that: (i) Landlord shall not be required to furnish any materials or perform any work to prepare the Premises for Tenant's continued occupancy during an Extension Term (nor shall Landlord be required to reimburse Tenant for any Alterations made or to be made by Tenant during or in preparation for an Extension Term); (ii) the Fixed Rent for the immediate prior Lease Year, shall be increased by 2.9% at the commencement of the First Extension Term, and at the commencement of every Lease Year thereafter through the First Extension Term and the Second Extension Term; and (iii) there shall be no option to extend the Term of this Lease beyond the Second Extension Term.

#### **ARTICLE IV RENT**

Section 4.01 Fixed Rent. Tenant shall pay to Landlord a fixed rent ("**Fixed Rent**") for each Lease Year as set forth on Exhibit C. "**Lease Year**" shall mean a period of twelve (12) full consecutive calendar months. The first Lease year shall commence on the Lease Commencement Date or, if such day is other than the first of the month, than as of the first day of the month immediately following the Lease Commencement Date. Each subsequent Lease Year shall commence on the anniversary of the Lease Commencement Date.

Section 4.02 Annual Operating Expense Reserve; Operating Expense Adjustment.

(a) In addition to all Rent obligations under this Lease, Tenant shall maintain during each Fiscal Year a reserve fund in the amount of Ten Thousand Dollars (\$10,000.00) (the "**Annual Operating Expense Reserve**") to be used in the event that Tenant's Share of actual Operating Expenses for a Lease Year is more than Tenant's Share of estimated Operating Expenses for a Fiscal Year as calculated by Landlord and set forth on Exhibit C. Funds from the Annual Operating Expense Reserve shall be disbursed in

accordance with this Section 4.02. "**Fiscal Year**" shall mean the twelve-month fiscal period of Landlord commencing October 1 and ending September 30; provided, however, that for the first year of the Term, "Fiscal Year" shall mean the period commencing on the Lease Commencement Date and ending on the next September 30.

(b) Within forty-five (45 days) following the end of each Fiscal Year, Landlord may request payment from the Annual Operating Expense Reserve if Tenant's Share of actual Operating Expenses exceeds Tenant's Share of estimated Operating Expenses (as calculated by Landlord and set forth on Exhibit C). Landlord's request shall be made in writing to Tenant and shall include a reconciled expense statement (the "**Reconciled Expense Statement**") of Tenant's share of the actual Operating Expenses versus Tenant's Share of estimated Operating Expenses. Tenant shall have the right to request additional documentation reasonably necessary to evaluate the Reconciled Expense Statement for such applicable Fiscal Year within thirty (30) days from receipt of Landlord's request for payment (the "**Review Period**"). In the event that Tenant disputes, in good faith, Landlord's Reconciled Expense Statement, Tenant shall provide written exception to any item specified in the Reconciled Expense Statement delivered to the Landlord within thirty (30) days of receipt of the Reconciled Expense Statement (which written exception shall state in particularity the grounds for said exception). Unless such written exception is received by Landlord within said thirty (30) day period, such Reconciled Expense Statement shall be considered as final and conclusively accepted by Tenant. Tenant shall issue payment from the Annual Operating Expense Reserve to Landlord within forty-five (45) days of Landlord's request for payment of all undisputed amounts. Except as provided in this section, Tenant shall not be responsible for payments of Tenant's actual Operating Expenses in excess of the Annual Operating Expense Reserve, subject to adjustment in accordance with Section 4.02(c), for each Fiscal Year.

(c) Commencing in July 2026, and every two years thereafter, Landlord shall provide written notice to Tenant if Landlord proposes an increase to the Annual Operating Expense Reserve, whether based on past actual Operating Expenses or projected future Operating Expenses, Landlord shall give Tenant a written notice (the "**Reserve Increase Notice**") stating: (a) the reason for the proposed increase to the Annual Operating Expense Reserve, (b) the calculation method, (c) an itemized breakdown of expense categories showing past and projected Operating Expense amounts, (d) supporting documents for past Operating Expenses, (e) assumptions for any projections of future Operating Expenses, and (f) the revised Annual Operating Expense Reserve Amount. Tenant may request clarification or additional documents within fifteen (15) days after receiving the Reserve Increase Notice, and Landlord shall respond within fifteen (15) business days. If Tenant disagrees with any part of the increase to the Annual Operating Expense Reserve, Tenant shall notify Landlord in writing within fifteen (15) days after receiving Landlord's response, stating what is disputed and why. The Parties shall work together in good faith to resolve the issue. Landlord acknowledges that Tenant's ability to increase the Annual Operating Expense Reserve requires Tenant to seek additional funding through the State of New Hampshire's biennial budget (the "**Biennial Budget**"). Tenant agrees to make reasonable efforts to obtain additional funding to increase the Annual Operating Expense Reserve by taking such actions necessary to include such increase in the Biennial Budget;

however, Landlord understands that Tenant's obligation to provide funding beyond the Annual Operating Expense Reserve amount set forth in this Lease shall be subject to the availability of appropriated funds. In the event that Tenant receives additional funding through the Biennial Budget, the Parties shall submit an amendment to Governor and Council to increase the Annual Operating Expense Reserve amount. Without limiting the generality of the foregoing, the Parties agree to promptly execute such amendment or other documents that the other Party requests to evidence the increase of the Annual Operating Expense Reserve. Any increase to the Annual Operating Expense Reserve shall commence in the Fiscal Year that such increase is effective in the Biannual Budget; provided, that, such amount shall be prorated for any such partial Fiscal Year. For avoidance of doubt, no retroactive adjustments or payments shall be made to Landlord in connection with any actual Operating Expenses that exceed the Annual Operating Expense Reserve prior to the approval of any increase of the Annual Operating Expense Reserve in the Biennial Budget.

(d) As used in this Lease "**Operating Expenses**" shall mean and include all costs and expenses (and taxes, if any, thereon) paid or incurred on behalf of Landlord (whether directly or through independent contractors) in connection with the ownership, management, operation, maintenance, and repair of the Property and Building (including any sales or other taxes thereon) during the Term, including, without limitation:

(i) Property Taxes;

(ii) supplies, materials, and equipment purchased or rented, total wage and salary costs paid to, and all contract payments made on account of, all persons to the extent engaged in the operation, maintenance, security, cleaning, and repair of the Building and the Common Areas at or below the level of building manager (including the amount of any taxes, social security taxes, unemployment insurance contributions, union benefits) and any on-site employees of Landlord's property management agent;

(iii) the maintenance, repair, and replacement of building systems, including heating, ventilating, air-conditioning, plumbing, electrical, mechanical, sewer, fire detection, sprinkler, life safety, and security systems (collectively, "**Building Systems**"), telecommunications facilities, elevators and escalators, exterior windows and doors, tenant directories, emergency generator, and other equipment used in common by, or for the benefit of, occupants of the Building and Common Areas including such repairs and replacements as may be necessary to maintain the same in proper working order and in compliance with all Laws and industry performance standards;

(iv) charges of contractors for services and facilities for the Building (including the Premises) and Property, including security, trash removal, cleaning, janitorial, window washing, snow and ice removal, exterior and interior landscaping, and the maintenance and repair of the parking facilities, roadways, and light poles;

(v) the cost of utility services for the Building (including the Premises) and the Common Areas, including, without limitation, water, sanitary sewer, electricity, gas, fuel oil, steam, and chilled water, and domestic water to lavatories within tenant premises;

(vi) the premiums for fire, extended coverage, loss of rents, boiler, machinery, sprinkler, public liability, property damage, earthquake, flood, and other insurance relative to the Property and the operation and maintenance thereof and unreimbursed costs incurred by Landlord that are subject to commercially reasonable insurance deductibles;

(vii) the operation and maintenance of any areas, facilities, and amenities located in Common Areas and in the Building, including, without limitation, the cost of utilities, repairs, and insurance associated with such amenities;

(viii) the amortized cost of capital expenditures incurred with respect to the ownership, operation, maintenance, and repair of the Property (excluding the foundation, roof slab, floor slab, and structural columns of the Building) for maintenance, repairs, and replacements amortized over the useful life of the capital expenditures as determined in the reasonable judgment of Landlord's accountant in accordance with generally accepted accounting principles, including without limitation the installation of capital improvements that are made to the Property by Landlord: (A) in order to reduce (or avoid an increase in) operation or maintenance expenses with respect to the Property; (B) in order to comply with laws, regulations, or orders of any governmental or quasi-governmental authority, agency, or department which were enacted or became effective after the date hereof; or (C) pursuant to recommendations of Landlord's insurers made after the Lease Commencement Date for the purpose of improving the safety of the Property, to the extent such recommended changes are consistent with improvements found in office buildings that are newly constructed or under construction or renovation at the time of such recommendations;

(ix) office costs of administration;

(x) legal and accounting fees and other expenses of maintaining and auditing Property accounting records and preparing Landlord's Reconciliation Statements;

(xi) fees for management services whether rendered by Landlord (or its affiliate) or a third-party property manager in an amount not to exceed the rate of three percent (3%) of gross revenues from the Property, plus reimbursable expenses (excluding any rents associated with any management offices). For purposes of clarity, the calculation of the management fee shall not include the management fee itself, to the extent that the Landlord is self-managing the Building.

(e) Notwithstanding the foregoing, Operating Expenses shall not include:

(i) utility expenses that are separately metered for any individual tenant in the Property;

(ii) the cost of tenant improvements, build-out allowances, marketing costs, brokerage commissions, moving expenses, assumption of rent under existing leases, costs of alterations to or payment of allowance for, or the decorating or the redecorating of, space in the Property leased to other tenants and other concessions incurred in connection with leasing space in the Building and costs incurred in connection with the selling or change of ownership of the Building, including brokerage commissions, consultants', attorneys', and accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges;

(iii) the cost of the replacement of the structural elements of the Building (which shall only include the foundation, roof slab, floor slab, and structural columns of the Building);

(iv) costs (including, without limitation, related permit, license and inspection fees) of any necessary alterations, repairs and maintenance in the Building and any related facilities and equipment either caused solely by (a) the failure of Landlord to construct the Building in compliance with applicable Laws, (b) Landlord's faulty construction of any aspect of the Building, (c) another tenant of the Building, or (d) a casualty or condemnation to the extent reimbursed by insurance proceeds or a taking award;

(v) principal or interest payments on any mortgages relating to the Building and/or the Property;

(vi) costs of formation of Landlord and the defense of its title to or interest in the Building and/or the Property; and

(vii) expenses for which Landlord has received any reimbursement, to the extent of such reimbursement, including, without limitation, reimbursements from Tenant (such as reimbursement for repairs) or pursuant to contractors' or others' warranties, but excluding those expenses reimbursed by Tenant in the form of payments of Operating Expenses; and

(viii) legal fees, marketing fees, and brokerage fees incurred and paid by Landlord in connection with the leasing of space in the Building.

(f) As used in this Lease "**Property Taxes**" shall mean all taxes, assessments and betterments levied, assessed or imposed, by agreement or otherwise, by or with any Governmental Authority, whether general, special, ordinary or extraordinary, having jurisdiction over, upon or against the Property, the Building, the Premises, fixtures and equipment used in the operation thereof, or payments in lieu thereof, including reasonable expenses, which shall include, without limitation, any and all payments due for water and sewer charges and fees, use charges, fire service fees and similar payments. Property Taxes shall not include estate, income or franchise taxes of Landlord. If, at any time during the

Term of this Lease, as it may be extended hereunder, any tax or excise on rents or other taxes, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder in substitution for real estate taxes assessed or levied on the Property, the Building, or payments in lieu thereof, such tax or excise on rents shall be included in Property Taxes. Landlord shall have the right, but not the obligation, to contest, by appropriate legal proceedings, the amount or validity or application, in whole or in part, of any Property Taxes and, if such proceedings are successful, Tenant shall be entitled to Tenant's Share of any refund of the Property Taxes actually received by Landlord provided such refund relates to Property Taxes paid by Tenant under this Lease, less Tenant's Share of the reasonable expenses incurred by Landlord in prosecuting such proceedings.

Section 4.03 Additional Rent. In addition to Fixed Rent, Tenant shall pay to Landlord all items of Additional Rent as shall become due and payable by Tenant to Landlord hereunder.

Section 4.04 Rent Payments. Fixed Rent shall be payable commencing on the Lease Commencement Date and thereafter in equal monthly installments in advance on the first day of each and every calendar month during the term of this Lease. Landlord shall invoice tenant for the Fixed Rent and Tenant agrees to pay within thirty (30) days of receipt of the invoice. All items of Rent shall be paid without any abatement, deduction, or setoff for any reason whatsoever. Tenant covenants and agrees to pay Rent in lawful money of the United States, to Landlord at Landlord's Address for Rent Payments. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

Section 4.05 Prorated Rent. If the Lease Commencement Date is a day other than the first day of a month, then Fixed Rent from the Lease Commencement Date until the first day of the following month shall be prorated on a *per diem* basis based on the actual number of days in such partial month.

Section 4.06 [RESERVED].

Section 4.07 [RESERVED].

Section 4.08 Conditional Obligation of Tenant. Notwithstanding any provisions of this Lease to the contrary, all obligations of Tenant hereunder, including without limitation, the payment of Rent and other amounts due hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall Tenant be required to make payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, Tenant shall have the right to withhold payment until such funds become available, if ever. Tenant shall not be required to transfer funds from any other account in the event funding for the account from which the Rent specified for this Lease is terminated or reduced. In the event Tenant's obligations hereunder exceed the available appropriated funds, Tenant shall pay such amount of available appropriated funds and Tenant shall make a good faith and reasonable commercial effort to obtain such additional funds, and any necessary approvals, for the performance of Tenant's obligations hereunder, including without limitation, payment of Rent and other amounts due under this Lease. Notwithstanding the foregoing, Tenant's failure to perform all of its obligations under this Lease, including the payment of Rent, shall constitute an Event of

Default pursuant to Section 16.01, and this Section 4.08 shall not limit Landlord's rights and remedies under Section 16.02 upon an Event of Default by Tenant.

## ARTICLE V PREPARATION FOR OCCUPANCY

Section 5.01 Initial Build-Out. Landlord shall prepare the Premises for Tenant's occupancy in accordance with the work plans attached hereto as Exhibit D (the "**Work Plans**"). Landlord shall be responsible for entering into a construction contract for completion of the Premises in accordance with the Work Plans and securing all necessary permits and approvals for the Work Plans. If the applicable governmental authorities require modifications to the Work Plans, then Tenant's approval of such modifications shall automatically be deemed granted to Landlord, provided Landlord shall give written notice to Tenant of all such required modifications prior to such modifications being made. Tenant shall cooperate with Landlord in securing such permits and approvals for the Work Plans. Tenant acknowledges and agrees that initial build-out of the Premises is a portion of the construction/renovation by Landlord of the Building and Landlord's obligations to Tenant under this Section 5.01 is solely the construction /renovation of the Premises.

Section 5.02 Total Cost of Landlord's Work. Landlord shall be responsible for all actual costs of the construction and/or renovations set forth in the Work Plans, including all labor, materials, design, engineering, architectural, permitting and other soft costs related thereto ("**Landlord's Work**"), in an amount not to exceed \$5,170,000 ("**Landlord's Total Costs**"). If, during the course of Landlord's Work, it becomes apparent that the actual costs will exceed Landlord's Total Costs, Landlord shall notify Tenant in writing of such anticipated overrun ("**Cost Overrun Notice**"). In the event Tenant intends to seek additional funds through Governor and Council for such cost overruns, Tenant shall, within five (5) Business Days of receipt of the Cost Overrun Notice, notify Landlord, along with the anticipated time frame to obtain approval for the additional funds and, thereafter, Tenant agrees to make reasonable efforts to obtain such additional funds. If Landlord elects to continue with Landlord's Work with such cost overruns while Tenant seeks additional funds, Landlord shall be responsible for any additional cost overruns in the event that Governor and Council deny Tenant's request for additional funds. If (a) Tenant elects not to seek additional funds for such cost overruns, (b) the request for additional funds is denied by Governor and Council, or (c) if Landlord is unwilling to incur such additional cost overruns and Landlord elects not to delay the completion of Landlord's Work, then the Parties shall work in good faith to reduce or modify or reduce the scope, quality, or specifications of Landlord's Work in order to bring the total cost back within the original Landlord's Total Cost, and the Parties will make adjustments to the Target Delivery Date and Outside Delivery as necessary. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable or deemed in breach of this Lease for any delay in Landlord's Work if Tenant elects to seek additional funds for any cost overruns.

Section 5.03 Substantial Completion of Landlord's Work. For the purposes hereof, "**Substantial Completion**", "**Substantially Completed**", and words of similar effect shall mean completion of Landlord's Work in accordance with this Lease, except for minor corrections of construction or decoration details, and minor mechanical adjustments to cause any applicable

portions of Landlord's Work as constructed to conform to the final plans and applicable Laws in effect at the time of construction in all material respects and that do not materially interfere with the Permitted Use or occupancy of the Premises by Tenant, which shall be evidenced by a certificate of occupancy (temporary or permanent) being issued for the Building. Upon Landlord's belief that Substantial Completion has occurred, Landlord shall deliver written notice to Tenant and within five (5) Business Days thereafter, Landlord and Tenant shall conduct a joint walk-through of the Premises and prepare a punch list setting forth any such uncompleted or unsatisfactory portions of Landlord's Work (the "**Punch List**"). Landlord shall use reasonable efforts to complete the Punch List within sixty (60) days of the Parties finalizing the Punch List. Tenant agrees that Landlord shall have access to the Premises after delivery to complete any Punch List items not completed by the Lease Commencement Date. Landlord will provide reasonable advance notice to Tenant prior to commencing such Punch List work and will use reasonable efforts to minimize interference with Tenant's use of the Premises, provided, that Landlord shall have additional time to complete such Puch List items if access to the Premises is delayed due to Tenant's request or a Tenant Delay.

Section 5.04 Tenant Delay. If Substantial Completion of Landlord's Work is delayed by Tenant Delay, Substantial Completion shall be deemed to have occurred on the date that Landlord's Work would have been substantially completed but for the Tenant Delay. "**Tenant Delay**" means a delay caused by any of the following: (i) a breach by Tenant of the terms of this Lease; (ii) Tenant's request for changes to Landlord's Work; (iii) Tenant's requirement for materials that are not available in a commercially reasonable time; or (iv) any other acts or omissions of Tenant, or its agents, contractors or employees.

Section 5.05 Changes to Landlord Work. No changes to the Landlord's Work may be made without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. If Tenant requests a change that would directly or indirectly delay the Substantial Completion of Landlord's Work, Landlord shall not be obligated to make such change unless Tenant agrees in writing that such delay (in the amount reasonably determined by Landlord) is a Tenant Delay. If Tenant requests a change to Landlord's Work that is in excess of Landlord's Total Costs, Landlord shall not be obligated to make such change unless Tenant agrees in writing to pay any such increase in costs and Tenant obtains necessary approvals from Governor & Council.

Section 5.06 As-Is. Tenant agrees that Tenant is familiar with the condition of both the Premises and the Building, and, except as otherwise expressly and specifically set forth in the Work Plans, Tenant hereby accepts the Premises in their "AS-IS, WHERE-IS" condition. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the Premises or their suitability for Tenant's intended use other than as expressly set forth herein. Tenant acknowledges and agrees that Tenant has made its own inspection of the Premises and except as otherwise expressly and specifically described in the Work Plans, Landlord has no obligation to make any repairs, replacements, or improvements (whether structural or otherwise) of any kind or nature in connection with preparing the Premises for Tenant's occupancy. The foregoing acknowledgments and agreement shall not reduce Landlord's maintenance, repair, and service obligations as set forth in this Lease.

**ARTICLE VI**  
**USE OF PREMISES; COMPLIANCE WITH LAWS; HAZARDOUS MATERIALS**

Section 6.01 Use. The Premises shall be used only for the Permitted Use and for no other purpose.

Section 6.02 Legal and Other Restrictions of Tenant's Use. Use of the Premises is subject to all covenants, conditions, and restrictions of record. Tenant shall not use or occupy the Premises: (a) for any unlawful purpose; (b) in any way that will violate the certificate of occupancy for the Premises or the Building; (c) in a way that will constitute waste, nuisance, or unreasonable annoyance to Landlord or any other tenant or user of the Building; or (d) in a way that may increase the cost of, or invalidate, any policy of insurance carried on the Building.

Section 6.03 Compliance with Laws. Tenant, at Tenant's sole cost and expense, shall comply with (and shall cause all Tenant Parties to comply with) all Laws applicable to the Premises or the use or occupancy of the Premises, including any obligation to make Alterations in the Premises required as a condition of Tenant's occupancy. "**Laws**" means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant shall obtain and keep current such permit or license at Tenant's sole cost and expense and shall promptly deliver a copy thereof to Landlord. Nothing in this Section 6.3, however, shall permit Tenant to make, without Landlord's prior written approval, any Alterations to the Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making any such Alterations.

Section 6.04 Rules and Regulations. Tenant shall comply, and shall cause all Tenant Parties to comply, with the building rules and regulations attached to this Lease as Exhibit E (the "**Rules and Regulations**"). Landlord may at any time adopt new Rules and Regulations or modify or eliminate existing Rules and Regulations as Landlord shall deem necessary or appropriate. In the event of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations, the provisions of this Lease shall control.

**ARTICLE VII**  
**MEDICAL WASTE; HAZARDOUS MATERIALS**

Section 7.01 Definition. For the purposes of this Lease, "**Medical Waste**" shall be defined to include the following:

- (a) medical devices or paraphernalia such as syringes, sutures, cotton swabs or pads, sponges, bandages, or wraps of any sort, or any other item which is utilized to treat any patient or other person for any medicinal, medical, diagnostic or therapeutic reason or purpose;

(b) any material of any type or nature whatsoever that are radioactive to any degree, whether as the result of their manufacture, use or application;

(c) any device or thing which is intended to come into contact with any part of the body, whether or not such item or device is so utilized prior to its disposal;

(d) any instrument or thing which is designed for use or application in the office of Tenant, whether or not such device, instrument or thing is intended for any medical, diagnostic, or therapeutic use; or

(e) any device, instrument or thing which has become infected, contaminated, diseased, or otherwise exposed to harmful, contagious, or communicable organisms, bacteria, or other life form.

Section 7.02 Disposal of Medical Waste. Tenant shall be responsible, at its sole cost and expense, for the storage, removal, disposal, or destruction of Medical Waste in accordance with applicable Law. Tenant will dispose of all Medical Waste generated within the Premises separately from waste materials such as paper refuse and other abandoned items commonly thought of as trash.

Section 7.03 Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property. Tenant, however, may use and store (a) reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Premises, and (b) Hazardous Materials lawfully permitted and generally recognized as necessary and appropriate for the Permitted Use, which may be stored and used on the Premises so long as (i) such storage, use and disposal is in the ordinary course of Tenant's business as permitted under this Lease; (ii) such storage, use and disposal is performed in compliance with all applicable Hazardous Materials Law and in compliance with commercially reasonable standards prevailing in the industry for storage, use and disposal of such materials; and (iii) Tenant delivers prior written notice to Landlord of the identity of and information regarding such materials as Landlord may require.

Section 7.04 Survival. The terms of this ARTICLE VII shall survive the expiration or earlier termination of this Lease.

## ARTICLE VIII MAINTENANCE AND REPAIRS

Section 8.01 Landlord's Maintenance and Repair Obligations. Throughout the Term, Landlord at its expense, shall keep the Building, the Common Areas, the Building Systems, the Premises, and the Property in good condition and repair, reasonable wear and tear excepted. Tenant shall promptly give written notice to Landlord of the need for any repairs and Landlord shall have a reasonable time to complete such repairs. Notwithstanding the foregoing, Landlord shall not be required to make repairs resulting from any negligence or willful misconduct by Tenant, its employees, agents, or invitees ("**Tenant Damage**"). If Tenant Damage is not repaired by Tenant

in accordance with Section 8.02, Landlord shall not be deemed to be in default of this Lease and Tenant shall not be entitled to any Rent abatement nor shall Tenant have any right to terminate this Lease.

Section 8.02 Tenant Damage. Any repair of Tenant Damage by Tenant shall be: (a) at Tenant's sole cost and expense; (b) in accordance with plans and specifications provided to Landlord at least thirty (30) days prior to the commencement of such work (and approved by Landlord; and (c) completed in a good and workmanlike manner by contractors or vendors acceptable to the Landlord, provided, however, Landlord agrees that Tenant's repairs may be performed or supplied by contractors or vendors already retained by the State of New Hampshire and that Tenant's selection of contractors or vendors shall comply with all applicable procurement requirements set forth by state or federal laws, including any competitive bidding requirements. The performance and completion of any such repairs shall not impair the structural integrity of the Building or adversely affect the Building or any Building tenants. Tenant shall not permit any liens to attach to any part of the Premises, the Building, or the Property arising out of the repairs. Tenant shall obtain, at its sole expense, all permits required for such repairs. Throughout the performance of the repairs, Tenant, at its expense, shall carry insurance required by Section 11.01(d).

#### **ARTICLE IX UTILITIES; LAB EQUIPMENT AND SERVICES**

Section 9.01 Building Services and Utilities. Subject to Landlord's reasonable maintenance and security requirements, Force Majeure, and applicable Laws, Landlord shall supply the following services and utilities to the Premises:

- (a) Landlord shall provide reasonable HVAC service during Business Hours.
- (b) Landlord shall provide cleaning and janitorial services, including removal of rubbish and furnishing washroom supplies, *provided, however,* that Tenant shall be responsible, at its sole cost and expense, for the removal of all Medical Waste and/or Hazardous Material (as such material is permitted under this Lease) from the Premises.
- (c) Landlord shall furnish hot and cold, running, potable water and sewer service in quantities reasonably adequate for Tenant's core lavatory, cleaning, drinking, and standard office pantry purposes.
- (d) Landlord shall provide electrical service for lighting and operating computers, facsimile machines, scanners, and other normal desktop office business equipment and shall provide, install, and replace all necessary light bulbs, ballasts, and tubes.
- (e) Landlord shall permit Tenant and Tenant's employees access to the Premises and the parking areas twenty-four (24) hours per day, seven (7) days per week.

(f) Landlord shall provide security for the Building in accordance with its standard practice and procedure during Business Hours on Business Days and twenty-four (24) hours per day on the weekend.

Landlord shall have no liability to Tenant for any damages or personal injuries to any person directly or indirectly resulting from, nor shall there be any Rent abatement by reason of, any interruption or curtailment whatsoever in utilities and other services set forth in this Section 9.01.

Section 9.02 Lab Equipment. Landlord shall provide and install the equipment (or, in Landlord's discretion, comparable equipment) as listed on Exhibit F attached hereto (the "**Lab Equipment**"). For greater certainty, the cost of Lab Equipment is not included in Landlord's Total Costs. Throughout the Term, Landlord, at its expense, shall repair, replace, and maintain in good condition the Lab Equipment, except where such repairs are required by reason of any negligence or willful misconduct by Tenant, its employees, agents, or invitees, provided, that Landlord shall not be responsible for replacing typical replacement parts on the Lab Equipment (e.g. bone saw blades). During the Term, Landlord shall have no obligation to repair or replace any Lab Equipment that is damaged or destroyed due to the negligence or willful misconduct of Tenant, its employees, agents or invitees, nor shall Tenant be entitled to any Rent abatement, nor shall Tenant have a right to terminate this Lease. Tenant acknowledges and agrees that the Lab Equipment is and shall remain the property of Landlord.

Section 9.03 Autopsy Tech Services. During the Term, Landlord shall provide services of two full time (40 hours per week) autopsy techs for autopsies and related activity at the Premises during Business Hours on Business Days. Autopsy tech services provided by Landlord during non-Business Hours or conducted on non-Business Days will be billed by Landlord in accordance with the Autopsy Tech Schedule attached hereto as Exhibit G. In the event that Landlord does not provide the services of two full time (40 hours per week) autopsy techs during the Term (or any portion thereof), Tenant's sole and exclusive remedy for Landlord's failure to provide autopsy tech services is for a Rent abatement in a proportional amount of the staffing amount set forth on Exhibit C under the column entitled "Staffing" for the applicable Lease Year. For illustrative purposes only, if Landlord fails to provide any autopsy tech services for Lease Year 3, then the annual Rent for Lease Year 3 will be decreased by \$161,367 (i.e. the cost of Staffing for Lease Year 3).

## **ARTICLE X ALTERATIONS**

Section 10.01 Tenant Alterations. Except as permitted in Section 8.2, Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Premises (collectively, "**Alterations**") without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, *provided, however,* that (a) Landlord may withhold its consent, in its sole discretion, if such Alterations affect Building Systems, change the configuration of the Premises by removing or erecting interior walls or affect the structural integrity of the Building and (b) if such Alterations will increase the real estate taxes on the Property, increase the cost of insurance required to be maintained by Landlord under this Lease, and/or increase the operating costs of the Building and Property.

Section 10.02 Minor Alterations. Notwithstanding Section 10.01, Tenant may make Minor Alterations to the Premises without Landlord's prior consent. "**Minor Alterations**" means decorative and other minor Alterations that: (a) do not affect the Building Systems, change the configuration of the Premises by removing or erecting interior walls or alter any structural elements of the Building; and (b) cost no more than Five Thousand Dollars (\$5,000) in any one instance, and, in the aggregate, do not exceed Fifty Thousand Dollars (\$50,000) in any calendar year.

Section 10.03 Performance by Tenant. Tenant agrees that all Alterations shall be performed and completed: (a) at Tenant's sole cost and expense; (b) in accordance with plans and specifications provided to Landlord at least thirty (30) days prior to the commencement of such work (and approved by Landlord if Landlord's approval is required); and (c) in a good and workmanlike manner by contractors or vendors acceptable to the Landlord, provided, however, Landlord agrees that Tenant's alterations may be performed or supplied by contractors or vendors already retained by the State of New Hampshire and that Tenant's selection of contractors or vendors shall comply with all applicable procurement requirements set forth by state or federal laws, including any competitive bidding requirements. The performance and completion of any such Alteration shall not impair the structural integrity of the Building or adversely affect the Building or any Building tenants. Tenant shall not permit any liens to attach to any part of the Premises, the Building, or the Property arising out of the Alteration. Tenant shall obtain, at its sole expense, all permits required for such Alterations. Throughout the performance of the Alterations, Tenant, at its expense, shall carry insurance required by Section 11.01(d).

Section 10.04 Ownership of Alterations. Unless Landlord elects otherwise, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord on the Lease Expiration Date. Notwithstanding the foregoing, all movable equipment, trade fixtures, personal property, furniture, or any other items of Tenant that can be removed without harm to the Premises will remain Tenant's property (collectively, "**Tenant-Owned Property**") and shall not become the property of Landlord. Landlord may, by written notice, identify Alterations that Tenant shall be required to remove upon the expiration or earlier termination of this Lease. On or before the Lease Expiration Date, Tenant shall remove all Tenant-Owned Property and any Alterations that Tenant is required to remove and Tenant shall repair at its sole cost and expense all damage caused to the Premises or the Building by such removal. Tenant's obligations under this Section 10.04 shall survive the expiration or earlier termination of this Lease.

## **ARTICLE XI INSURANCE**

Section 11.01 Tenant Insurance. At all times during the term of this Lease, Tenant shall maintain, at its sole cost and expense, the following insurance policies in accordance with this ARTICLE XI:

- (a) "All-risk" or "special perils" property insurance covering physical loss or damage insuring the full replacement value of all present and future Alterations, leasehold improvements, and all items of Tenant-Owned Property to a limit of not less than the full replacement value thereof.

(b) Commercial general liability insurance in respect of the Premises and the conduct or operation of business therein with a minimum combined single limit of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Such liability insurance shall include products and completed operations liability insurance, fire, and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time.

(c) Workers' compensation insurance providing statutory limits as required by the jurisdiction in which the Building is located, and employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000) covering all of Tenant's employees.

(d) At all times when Alterations are in progress, all-risk property and/or Builders Risk insurance and general liability insurance, with completed operations endorsement, for any occurrence in or about the Building. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

#### Section 11.02 Policy Requirements.

(a) Tenant's insurance shall be issued by companies approved by Landlord in its discretion and authorized to do business in the State of New Hampshire. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford the coverage required by this ARTICLE XI.

(b) All insurance policies required to be carried by Tenant under this Lease (except for workers' compensation insurance) shall: (i) name Landlord, and any parties designated by Landlord, as additional insureds; (ii) as to liability coverages, be written on an "occurrence" basis; and (iii) provide that Landlord shall receive thirty (30) days' notice from the insurer before any cancellation or change in coverage.

(c) Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver evidence of insurance satisfactory to Landlord in its reasonable discretion to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies.

(d) If Tenant fails to maintain such insurance in accordance with the terms hereof, Landlord shall have the right, but not the obligation, to procure any such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord. The limits of the insurance required under this Lease shall not limit Tenant's liability. During the Term, at Landlord's request, Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

Section 11.03 Non-Liability. Unless caused by Landlord's Gross Negligence or Willful Misconduct, Landlord shall not be liable for damage of any nature to any person, to the Premises,

or to Tenant's personal property or equipment, including the Tenant-Owned Property, caused by explosion, fire, theft, breakage, vandalism, falling plaster, Building System failure, steam, gas, electricity, water, rain, or other substances leaking, emanating from, or flowing into any part of the Premises, or from damage caused by any other tenant of the Building, it being agreed that Tenant is responsible for obtaining appropriate insurance to protect its interests.

Section 11.04 Landlord Insurance. At all times during the term of this Lease, Landlord agrees to maintain: (a) a standard policy of "all-risk" or "special perils" insurance with customary exclusions covering the Building and Landlord's property; and (b) commercial general liability insurance, in both cases in amounts of coverage required by any institutional Mortgagee of the Building, or, if there is no institutional Mortgagee of the Building, then in amounts comparable to the amounts carried by owners of comparable office buildings in Concord, New Hampshire.

Section 11.05 Waiver of Subrogation. To the extent such waivers are obtainable from insurance carriers, Landlord and Tenant waive their respective rights of recovery against the other for any direct or consequential damage to the property of the other by fire or other casualty to the extent such damage is insured against under a policy or policies of insurance. Each Party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

Section 11.06 Self-Insurance. Notwithstanding anything in this ARTICLE XI to the contrary, the State of New Hampshire, as Tenant, shall be permitted to self-insure under the State's customary self-insurance program and shall not be required to maintain policies with the limits of coverage set forth in this ARTICLE XI. Such self-insurance shall not be construed as a waiver of the State of New Hampshire's sovereign immunity. In the event the State of New Hampshire waives its self-insurance and elects to obtain insurance during the Term, said insurance policies shall be procured in accordance with RSA 9:27.

## ARTICLE XII [RESERVED]

## ARTICLE XIII DAMAGE AND DESTRUCTION

Section 13.01 Restoration. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or the Common Areas are destroyed or damaged by fire or other casualty so that Tenant is unable to occupy the Premises for its Permitted Use, then within forty-five (45) days after that event, Landlord shall give Tenant a notice specifying the estimated time, in Landlord's reasonable judgment, required for repair or restoration (the "**Restoration Estimate**"). If either (a) the Restoration Estimate is one hundred eighty (180) days or less, or (b) the Restoration Estimate exceeds one hundred eighty (180) days and Landlord does not elect to terminate this Lease in accordance with Section 13.02 hereof, then Landlord shall proceed promptly to the extent of the available insurance proceeds, to repair or restore the Premises provided, however, Landlord shall not be obligated to repair or restore any Tenant Alterations and/or Tenant-Owned Property. Provided this Lease is not terminated pursuant to Section 13.02, this Lease shall remain in full force, except that Fixed Rent shall abate in accordance with Section 13.03.

Section 13.02 Termination Rights. If the Restoration Estimate exceeds one hundred eighty (180) days, then Landlord may elect to terminate this Lease by giving a termination notice to Tenant within ten (10) Business Days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice. If the casualty occurs during the last twelve (12) months of the Term, then either Landlord or Tenant may elect to terminate this Lease, by giving a termination notice to the other within ten (10) Business Days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice.

Section 13.03 Rent Abatement. If the damage or destruction renders all or part of the Premises untenantable, Fixed Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Premises are delivered to Tenant with the restoration substantially completed. The extent of the abatement shall be based upon the portion of the Premises rendered untenantable.

#### **ARTICLE XIV CONDEMNATION**

Section 14.01 Total Taking. A "Taking" means any taking for any public or quasi-public use by condemnation or other eminent domain proceedings pursuant to any general or special law, or any permanent transfer in settlement of, or under threat of, any condemnation or other eminent domain proceedings. If the entire Premises is subject to a Taking, this Lease shall automatically terminate as of the date that title vests in the condemning authority.

Section 14.02 Partial Taking. If there is a Taking of a part of the Premises, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date that title vests in the condemning authority. If either Landlord or Tenant reasonably determines that the Taking renders the balance of the Premises unusable by Tenant for the Permitted Use, then either Landlord or Tenant may terminate this Lease by written notice delivered to the other Party within thirty (30) days after the date of the Taking. Any such election to terminate the Lease as to the remaining portion of the Premises shall be effective as of the date specified in the termination notice. In the event of a partial Taking that does not result in a termination of this Lease as to the entire Premises, then from and after the date of such partial Taking, Fixed Rent shall be proportionately adjusted in relation to the portions of the Premises and Building taken or rendered unusable by such partial Taking.

Section 14.03 Restoration. If this Lease is not terminated as a result of any Taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

Section 14.04 Allocation of Awards. Landlord shall be entitled to the entire award for any Taking, including any award made for the value of the leasehold estate created by this Lease. No award for any partial or total Taking shall be apportioned, and Tenant hereby assigns to Landlord its share, if any, of any award made in any Taking of the Property or the estate created by this Lease, together with any and all rights of Tenant now or hereafter arising in or to such award or

any part thereof. The foregoing shall not be deemed to grant Landlord any rights or interests in or to any separate award made directly to Tenant for its relocation expenses, the taking of Tenant-Owned Property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

Section 14.05 Temporary Taking. A "**Temporary Taking**" means a Taking of all or any portion of the Premises for a period not exceeding six (6) months before or during the Term. If there is a Temporary Taking, this Lease shall remain in full force and effect; provided, however, that Fixed Rent shall abate during the Temporary Taking period in proportion to the portion of the Premises subject to the Temporary Taking. Landlord shall be entitled to receive the entire award made in connection with any such Temporary Taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of Tenant-Owned Property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

## ARTICLE XV ASSIGNMENT AND SUBLETTING

Section 15.01 Landlord Consent Required. Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of law, shall enter into an Assignment of this Lease or a Sublease of the Premises without Landlord's prior written consent in each instance, which consent may be withheld or granted in Landlord's sole discretion. In addition, Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises. An "**Assignment**" means any sale, assignment, or other transfer of all or any part of the Premises or Tenant's leasehold estate hereunder. A "**Sublease**" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this ARTICLE XV shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord. Notwithstanding the foregoing, pre-approves the possession and use of the Premises or any portion thereof by any agency, public body, or branch of the State of New Hampshire, all of them being the same Tenant entity, *provided, however*, such possession and use is in accordance with applicable Law and does not increase insurance or operating costs in connection with the Building or Property for Landlord.

Section 15.02 Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; (c) a copy of the proposed Assignment or Sublease documents; and (d) such financial information and such other information as Landlord may reasonably request concerning the proposed assignee, sublessee, or occupant or its business. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within thirty (30) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

Section 15.03 Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The

consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee, sublessee, or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

Section 15.04 Landlord Costs. Tenant shall pay all Landlord's reasonable costs incurred in processing every proposed Assignment or Sublease. Landlord's costs shall include all legal review fees and expenses, and all direct and indirect expenses incurred by Landlord arising from any assignee or sublessee taking occupancy in the Building (including the costs of all additional security, janitorial, cleaning, and rubbish removal services).

## ARTICLE XVI DEFAULT AND REMEDIES

Section 16.01 Tenant's Default. Each of the following events shall be an "Event of Default" hereunder:

(a) Monetary Default. Tenant fails to pay when due any installment of Fixed Rent, Additional Rent or any other amounts due hereunder and such failure continues for a period of five (5) Business Days after its due date.

(b) Nonmonetary Default. Tenant fails to perform or observe any covenant, condition, or obligation of Tenant, other than a monetary default as specified in Section 16.01(a), and such failure continues for a period of thirty (30) days after Landlord gives Tenant written notice thereof. Notwithstanding the foregoing, if a cure cannot be effected within such thirty (30)-day period and provided that Tenant promptly begins and diligently pursues the cure in good faith during the thirty (30)-day period, Tenant shall have such additional time as is reasonably necessary, not to exceed sixty (60) days in the aggregate to effect such cure.

(c) Abandonment. The Premises become vacant and abandoned (other than in connection with a casualty under Section 11 or a condemnation under Section 12) or Tenant fails to accept a tender of possession of the Premises or any significant portion thereof for more than three (3) months from the Lease Commencement Date.

(d) Tenant Debtor Protections. The occurrence of any of the following:

(i) Tenant: (i) makes an assignment for the benefit of creditors; (ii) admits in writing its inability to pay its debts as they become due; or (iii) files a voluntary petition in bankruptcy.

(ii) A proceeding or case is commenced against Tenant, without the application or consent of Tenant, in any court of competent jurisdiction, which is not dismissed within sixty (60) days after filing, seeking: (i) the appointment of a

receiver to take possession of all or substantially all of the assets of Tenant; (ii) the attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets; or (iii) reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Tenant, or similar relief.

Section 16.02 Landlord's Remedies Upon the occurrence of an Event of Default by Tenant, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(a) Termination. The right to terminate Tenant's right to possession of the Premises and to recover: (a) all Rent which shall have accrued and remains unpaid through the date of termination; plus (b) the amount by which the unpaid Rent for the balance of the Term, discounted to present value at the Prime Rate then in effect, exceeds the then fair rental value of the Premises for the balance of the Term (assuming reasonable allowance for downtime and free rent prior to the commencement of such fair market rent), similarly discounted; plus (c) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease (including reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees incurred upon any reletting of the Premises).

(b) Continuation of Lease. The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

(c) Removal. The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.

(d) Appointment of Receiver. The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises, to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord pursuant to this ARTICLE XVI.

(e) Legal and Equitable Remedies. The right to specific performance of any or all of Tenant's obligations under this Lease and to damages for delay in or failure of such performance.

(f) Tenant Fit-Up Balance. If this Lease is terminated by Tenant for any reason other than a default by Landlord, Landlord shall be entitled to recover from Tenant the unamortized balance of Landlord's Total Cost, as of the date of termination, determined on the basis of a twenty (20)-year amortization schedule with an annual interest rate equal to five percent (5%) ("**Tenant Fit-Up Balance**"). Tenant may pay the Tenant Fit-Up Balance in a lump sum within thirty (30) days of Landlord's invoice or, at Tenant's option, in four (4) equal annual payments equal to the Tenant's Fit-Up Balance, plus interest

thereon at an annual rate of five percent (5%), with such annual payments commencing on the first anniversary of the termination date and continuing thereafter on each anniversary of the termination date until the Tenant Fit-Up Balance, plus interest thereon, is paid in full. Tenant may prepay all or a portion of the Tenant Fit-Up Balance at any time without penalty. Upon any partial prepayment of the Tenant Fit-Up Balance, Landlord shall re-amortize the annual payments of the unpaid portion of the Tenant Fit-Up Balance for the remainder of the payment term set forth above.

Section 16.03 Landlord Default. In the event Landlord should neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed, subject to Force Majeure and Tenant Delay, and such failure continues for thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of such default within such thirty (30)-day period and proceed diligently thereafter to cure the default, but such extended cure period not to exceed an additional thirty (30), and such failure materially impairs Tenant's use of the Premises, then Tenant shall have the right to cure such default for and on behalf of Landlord and if any expense shall be incurred by Tenant, Tenant may reimburse itself therefore from the amount due Landlord under the Lease, but only after Tenant has provided Landlord with an itemized statement of such expense and allowed Landlord ten (10) days to directly reimburse Tenant for such expense. Tenant shall have no right to terminate this Lease due to a Landlord default, except as expressly provided elsewhere in this Lease.

## ARTICLE XVII SUBORDINATION; ESTOPPEL CERTIFICATES

Section 17.01 Subordination. This Lease shall be subject and subordinate at all times to all current or future Ground Leases and Mortgages. The provisions of this Section 17.01 shall be self-operative, and no further instrument shall be required to effect the provisions of this Section. Tenant agrees to execute, acknowledge, and deliver, within five (5) Business Days, any and all reasonable documents or instruments which Landlord or any Mortgagee deem necessary or desirable to confirm such subordination, which documents may also contain such other terms as any Mortgagee or prospective Mortgagee may reasonably require, provided that such documentation shall include a nondisturbance provision that such Mortgagee shall not disturb Tenant's leasehold interest in the Premises so long as Tenant is not in default under this Lease (subject to any applicable notice and cure period). Tenant shall execute and deliver any such subordination agreement within five (5) Business Days of Landlord's or any Mortgagee's request.

Section 17.02 Attornment. If any Ground Lease terminates for any reason or any Mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to and become the tenant of Landlord's successor in interest at the option of such successor in interest. If any Mortgage is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure, neither the Mortgagee, nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be: (a) liable for any default by Landlord; (b) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment; (c) subject to any defense or offset which Tenant may have to the payment of Rent or other

performance under this Lease arising from any default by Landlord; or (d) bound by any amendment or modification to this Lease made without the consent of such Mortgagee if the consent of such Mortgagee to such amendment or modification is required.

Section 17.03 Notices to Lender. Upon Landlord's request, Tenant agrees to simultaneously give to any Mortgagee, in accordance with the notice requirements set forth in ARTICLE XIX hereof, a copy of any notice of default served upon Landlord, provided Landlord has notified Tenant in writing of the names and addresses of such Mortgagee(s) and such Mortgagee(s) shall have the option, but not the obligation, to cure such default on behalf of Landlord.

Section 17.04 Estoppel Certificates. Tenant, at any time and from time to time, shall execute, and deliver to Landlord, an estoppel certificate within five (5) Business Days after written request from Landlord. Each estoppel certificate shall certify: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (ii) the Lease Commencement Date and the expiration date of the Lease; (iii) the dates to which all Rent and other sums payable hereunder have been paid; (iv) that, with respect to Tenant, no notice has been received by Tenant of any default by Tenant hereunder which has not been cured and, with respect to Landlord, no notice has been received by Landlord of any default by Landlord hereunder which has not been cured, except in each case as to defaults specified in such certificate; (v) that, with respect to Tenant, Tenant is not in default under this Lease and, with respect to Landlord, Landlord is not in default under this Lease, except in each case as to defaults specified in such certificate; and (vi) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or Mortgagee. Any such certificate may be relied upon by Landlord or any actual or prospective purchaser or Mortgagee of the Property, or any assignee of Landlord, purchaser or Mortgagee of the Property.

## **ARTICLE XVIII ENDING TERM; HOLDING OVER**

Section 18.01 Condition Upon Surrender. On the Lease Expiration Date, Tenant shall quit and surrender the Premises to Landlord. The Premises shall be surrendered to Landlord vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Tenant shall remove all of Tenant's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Tenant, all Tenant-Owned Property, and all Alterations that Tenant is required to remove in accordance with Section 10.04. Tenant shall repair any damage to the Premises, including any damage caused by such removal. If Tenant fails to repair any damage caused by the removal of any Alterations, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making any repairs and replacements to the Premises. Any property (including Tenant-Owned Property) not removed by Tenant shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in effecting such removal and disposal. The provisions of this Section 18.01 shall survive the expiration or earlier termination of this Lease.

Section 18.02 Holdover. No holding over by Tenant after the expiration or other termination of this Lease shall operate to extend the Term. Any holding over without Landlord's written consent shall be construed as a tenancy at sufferance. If Tenant holds over, then: (a) Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in all or any portion of the Premises One Hundred Fifty Percent (150%) of the Rent payable during the final full month of the Term; and (b) Tenant's occupancy shall otherwise be on the terms and conditions of this Lease so far as applicable (but expressly excluding all extension rights). The acceptance by Landlord of any holdover rent shall not preclude Landlord from exercising any other rights under this Lease or at law, including Landlord's rights and remedies provided by law or this Lease.

#### **ARTICLE XIX NOTICES**

All notices or other communications required hereunder shall be in writing and shall be deemed duly given: (a) when delivered in person (with a written receipt therefor); (b) on the next Business Day after deposit with a recognized overnight delivery service; or (c) on the third (3rd) Business Day after being sent by certified or registered mail, return receipt requested, postage prepaid, to Landlord's Address for Notices or to Tenant's Address for Notices, as applicable. Either Party may change its address for the giving of notices by notice given in accordance with this ARTICLE XIX. A Party's refusal to accept delivery of any notice or communication sent by the other Party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular U.S. Mail. If Landlord notifies Tenant in writing of the names and addresses of any Mortgagee in accordance with Section 17.03, then no notice to Landlord shall be considered duly given unless a copy of such notice is simultaneously given in accordance with this ARTICLE XIX to such Mortgagee.

#### **ARTICLE XX LANDLORD ACCESS**

Landlord, and applicable Landlord Parties, shall have the right to enter the Premises, at all reasonable hours, upon at least twenty-four (24) hours advance notice (which may be telephonic) to Tenant (and at any time in the event of an emergency) to: (a) inspect the Premises; (b) supply any service to the Premises; (c) show the Premises to prospective purchasers and Mortgagees; (d) show the Premises to prospective tenants during the final twelve (12) months of the Term; (e) post notices of non-responsibility; (f) determine whether Tenant is complying with its obligations under this Lease; and (g) alter, improve, or repair the Premises, any Building Systems, or any other portion of the Building. Except to the extent caused by Landlord's Gross Negligence or Willful Misconduct, Landlord shall not be liable to Tenant for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this ARTICLE XX. To the extent reasonably practicable, any entry shall occur during normal Business Hours. Notwithstanding the foregoing, Tenant may designate one or more areas of the Premises as a

"Secured Area" and reserves the right to install door locks or other access control systems as necessary to secure each such Secured Area, and Landlord agrees not to enter each such Secured Area except in the case of an emergency unless it shall have first obtained Tenant's consent. Tenant acknowledges and agrees that Landlord shall not provide any janitorial services to any such Secured Area.

## ARTICLE XXI MISCELLANEOUS PROVISIONS

Section 21.01 Quiet Enjoyment. Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through, or under Landlord, subject, however, to the provisions of this Lease and to the priority of any mortgages or deeds of trust or ground or underlying leases.

Section 21.02 Brokers. Tenant represents and warrants to Landlord that Tenant has not employed or dealt with any broker, agent, or finder, in connection with this Lease. Landlord shall pay any fees due to Landlord Broker in connection with the execution and delivery of this Lease. The provisions of this Section 21.02 shall survive the expiration or earlier termination of this Lease.

Section 21.03 Successors and Assigns. The terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns.

Section 21.04 Transfer of Landlord's Interest. The term "Landlord" as used in this Lease, is limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question. Upon the sale, assignment, or transfer by Landlord of its interest in the Building or the Property as owner or lessee, including any transfer upon or in lieu of foreclosure or by operation of law, Landlord shall be relieved from all obligations or liabilities under this Lease from and after the effective date of such transfer. The transferee shall assume this Lease and all obligations hereunder shall be binding upon the transferee as of the date of such transfer. Any such transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

Section 21.05 Limitation on Landlord's Liability. If Landlord becomes obligated to pay Tenant any judgment arising out of any failure by the Landlord to perform or observe any of the terms, covenants, conditions, or provisions to be performed or observed by Landlord under this Lease, Tenant shall be limited in the satisfaction of such judgment solely to Landlord's interest in the Building and the Property or any proceeds arising from the sale thereof. No other property or assets of Landlord or the individual partners, directors, officers, shareholders, managers or members of Landlord or its constituent partners shall be subject to levy, execution, or other enforcement procedure whatsoever for the satisfaction of any such money judgment.

Section 21.06 Force Majeure.

(a) Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay. Nothing contained in this Section shall excuse either Party from paying in a timely fashion any payments due under the terms of this Lease or extend the term of this Lease.

(b) Either Party (the "**Force Majeure Noticing Party**") shall give the other Party notice within five (5) Business Days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Force Majeure Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.

Section 21.07 Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

Section 21.08 Entire Agreement. All prior agreements between Landlord and Tenant are incorporated in this Lease, which constitutes the entire contract. This Lease (including all Exhibits) is intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease.

Section 21.09 No Representations. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property, or this Lease except as expressly set forth herein.

Section 21.10 Time is of the Essence. TIME IS OF THE ESSENCE in the full and complete performance of each and every obligation of Tenant hereunder.

Section 21.11 Survival. Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination. Any liability for a payment which shall have accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.

Section 21.12 Governing Law; Consent to Jurisdiction and Venue. The Laws of the State of New Hampshire shall govern the validity, performance, and enforcement of this Lease. Venue for any litigation between the Parties concerning this Lease or Tenant's occupancy shall be initiated in Merrimack County within which the Building is located.

Section 21.13 Amendments. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant, and if required, the approval of the Governor & Council.

Section 21.14 WAIVER OF JURY TRIAL. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

Section 21.15 SUBMISSION OF LEASE. SUBMISSION OF THIS LEASE TO TENANT SHALL NOT CONSTITUTE AN OFFER AND SHALL NOT BIND EITHER PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD SHALL ARISE UNTIL THIS INSTRUMENT IS DULY SIGNED AND DELIVERED BY LANDLORD.

Section 21.16 No Recording. Tenant agrees not to record this Lease, but each Party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable New Hampshire laws, and reasonably satisfactory to each Party's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease. Notwithstanding the terms contained herein, the terms of this Lease, including Rent or other charges payable, shall be governmental records subject to public review pursuant to RSA 91-A or any other applicable public records law. Within five (5) Business Days of the request of Landlord following the termination of this Lease, Tenant will execute and deliver an instrument in recordable form indicating that the Lease has been terminated. Tenant hereby irrevocably appoints Landlord (which shall include Landlord's successors and assigns) as Tenant's attorney-in-fact for purposes of terminating or extinguishing such Notice of Lease upon the recording by Landlord at the Merrimack County Registry of Deeds of an affidavit signed by Landlord stating that this Lease has terminated or expired as a result of Tenant's default beyond any applicable grace or cure period, on its own terms, or by mutual agreement. The recording of such affidavit by Landlord shall be conclusive evidence of the termination of this Lease and all rights, obligation, privileges and licenses hereunder, including, but not limited to, the termination of this Lease and the rights granted thereunder. The provisions of this Section 21.16 shall survive termination of this Lease.

[SIGNATURE PAGE(S) TO FOLLOW.]

IN WITNESS THEREOF, the Parties have executed this Lease as of the date first written above.

**LANDLORD:**

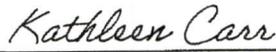
CAPITAL REGION HEALTH CARE  
DEVELOPMENT CORPORATION

By: 

Name: Robert P. Steigmeyer  
Title: President/CEO

**TENANT:**

STATE OF NEW HAMPSHIRE  
By and through its  
Department of Justice

By: 

Name: Kathleen Carr  
Title: Director of Administration

The foregoing Lease, having been reviewed by this office, is approved as to form and execution on August 29, 2025.

OFFICE OF THE ATTORNEY GENERAL

By: Christina M. Wilson

Assistant Attorney General

---

This is to certify that the Governor and Council on \_\_\_\_\_ approved the above-mentioned Lease.

Secretary of State Dated: \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_

Secretary of State

**EXHIBIT A**  
**FLOOR PLAN OF THE PREMISES**

**See Attached**



**EXHIBIT B**  
**SITE PLAN OF THE PROPERTY**

**See Attached**



**EXHIBIT C****FIXED RENT**

<b>Lease Year</b>	<b>Base Rent</b>	<b>Operating Expenses</b>	<b>Equipment</b>	<b>Staffing</b>	<b>Annual Fixed Rent</b>	<b>Monthly Fixed Rent</b>
1	357,000	162,750	123,795	152,400	795,945	66,329
2	367,353	167,470	127,385	156,820	819,027	68,252
3	378,006	172,326	131,079	161,367	842,779	70,232
4	388,968	177,324	134,881	166,047	867,220	72,268
5	400,249	182,466	138,792	170,862	892,369	74,364
6	411,856	187,758	142,817	175,817	918,248	76,521
7	423,800	193,203	146,959	180,916	944,877	78,740
8	436,090	198,806	151,221	186,163	972,278	81,023
9	448,736	204,571	155,606	191,561	1,000,475	83,373
10	461,750	210,504	160,118	197,117	1,029,488	85,791
11	475,140	216,608	164,762	202,833	1,059,344	88,279
12	488,919	222,890	169,540	208,715	1,090,064	90,839
13	503,098	229,354	174,457	214,768	1,121,676	93,473
14	517,688	236,005	179,516	220,996	1,154,205	96,184
15	532,701	242,849	184,722	227,405	1,187,677	98,973
16	548,149	249,892	190,079	234,000	1,222,120	101,843
17	564,046	257,138	195,591	240,786	1,257,561	104,797
18	580,403	264,595	201,263	247,769	1,294,030	107,836
19	597,235	272,269	207,100	254,954	1,331,557	110,963
20	614,554	280,165	213,106	262,348	1,370,172	114,181

21	632,376	288,289	219,286	269,956	1,409,907	117,492
22	650,715	296,650	225,645	277,784	1,450,795	120,900
23	669,586	305,253	232,189	285,840	1,492,868	124,406
24	689,004	314,105	238,922	294,130	1,536,161	128,013
25	708,985	323,214	245,851	302,659	1,580,709	131,726
26	729,546	332,587	252,981	311,436	1,626,550	135,546
27	750,703	342,232	260,317	320,468	1,673,720	139,477
28	772,473	352,157	267,866	329,762	1,722,258	143,521
29	794,875	362,369	275,635	339,325	1,772,203	147,684
30	817,926	372,878	283,628	349,165	1,823,597	151,966

**EXHIBIT D**  
**WORK PLANS**

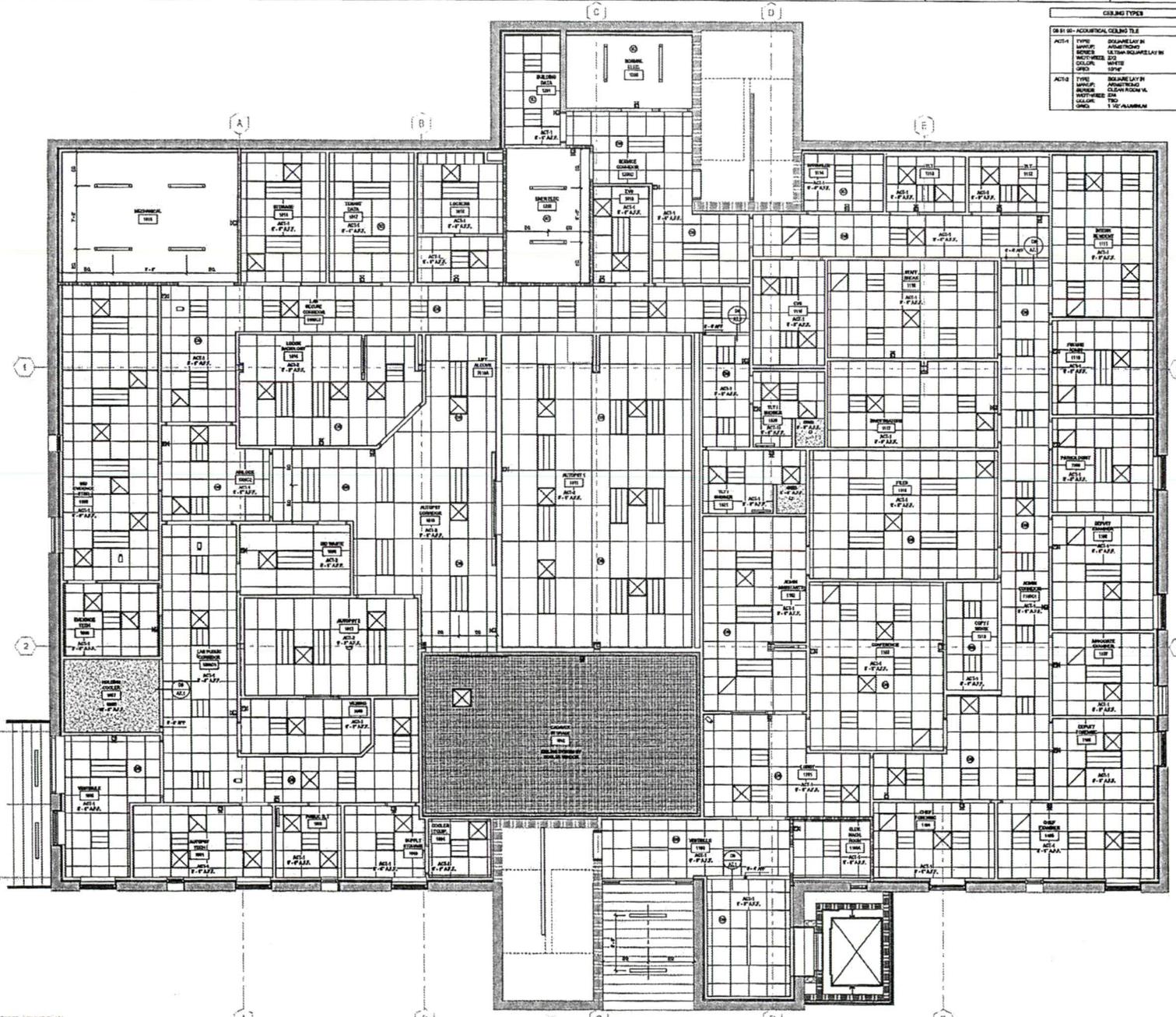
**See Attached**



**LAVALLEE  
BRENSINGER  
ARCHITECTS**

Boston | Manchester | Portland  
159 New Street, Suite 400, Manchester, NH 03102  
603.425.4100  
www.lbaa.com

CEILING TYPES	
ACT14	TYPE: 60x60-ACoustical CEILING TILE LAYER: 60x60-ACoustical TILE GRID: ULTRALIGHT SQUARELATH IN COLOR: WHITE GRID: 2"X2"
ACT10	TYPE: 60x60-ACoustical CEILING TILE LAYER: 60x60-ACoustical TILE GRID: ULTRALIGHT SQUARELATH IN COLOR: WHITE GRID: 2"X2"



CONCORD HOSPITAL

**MEDICAL OFFICE  
BUILDING  
RENOVATION**

278 PLEASANT ST., CONCORD, NH  
03301

NO.	DESCRIPTION	DATE



CONTENTS:

FIRST FLOOR REFLECTED CEILING PLAN

DATE:	Author
PROJECT NO:	20-000-00
DATE:	00/00/00
REVISION:	
SCALE:	As Indicated

**A8.1**

Project Name: \_\_\_\_\_  
CONTRACTOR DOCUMENTS  
COPYRIGHT © 2000 BY LAVALLEE BRENSINGER A.S.A.  
ALL RIGHTS RESERVED.

1st FLOOR REFLECTED CEILING PLAN  
A8.1

1 2 3 4 5 6 7 8 9 10 11 12 13 14

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## EXHIBIT E

### RULES AND REGULATIONS

- 1) The entrances, lobbies, passages, corridors, elevators, halls, courts, sidewalks, vestibules, and stairways shall not be encumbered or obstructed by Tenant, Tenant's agents, servants, employees, licensees or visitors or used by them for any purposes other than ingress or egress to and from the Premises.
- 2) The moving in or out of all safes, freight, furniture, or heavy and bulky equipment of any description shall take place during the hours, which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and heavy objects matter to be brought into the Building and to exclude from the Building all freight and heavy equipment which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord reserves the right to have Landlord's structural engineer review Tenant's floor loads on the Premises at Tenant's expense.
- 3) Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Building or in the vicinity of the building trash compactor. No animals or birds shall be brought or kept in or about the Building. Bicycles shall not be permitted in the Building.
- 4) Tenant shall not place objects against glass partitions or doors or windows or adjacent to any common space which would be unsightly from the Building corridors or from the exterior of the Building and will promptly remove the same upon notice from Landlord.
- 5) Tenant shall not make noises, cause disturbances, create vibrations, odors or noxious fumes or use or operate any electric or electrical devices or other devices that emit sound waves or are dangerous to other tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, or with the operation of roads or highways in the vicinity of the Building, and shall not place or install any projections, antennae, aerials, or similar devices inside or outside of the Premises, without the prior written approval of Landlord.
- 6) Tenant may not (without Landlord's prior approval, which approval will be signified on Tenant's Plans submitted pursuant to the Lease) and Tenant shall not permit or suffer anyone to: (a) cook in the Premises; (b) place vending or dispensing machines of any kind in or about the Premises; (c) at any time sell, purchase or give away, or permit the sale, purchase, or gift of food in any form. Landlord agrees to permit tenant to provide for use within their premises, such items as microwaves and coffee machines.
- 7) Tenant shall not: (a) use the Premises for lodging, manufacturing or for any immoral or illegal purposes; (b) use the Premises to engage in the manufacture or sale of, or permit the use of spirituous, fermented, intoxicating or alcoholic beverages on the Premises; (c) use the Premises to engage in the manufacture or sale of, or permit the use of, any illegal drugs on the Premises.
- 8) No awning or other projections shall be attached to the outside walls or windows. No curtains, blinds, shades, screens or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the Premises without prior written consent of Landlord.

- 9) No signs, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the Premises if visible from outside of the Premises. Interior signs on doors for Tenant shall be first approved by Landlord at the expense of Tenant and shall be of a size, color and style acceptable to Landlord.
- 10) Tenant shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity without prior written consent of Landlord. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.
- 11) Door keys for doors in the Premises will be furnished at the Commencement of the Lease by Landlord. Tenant shall not affix additional locks on doors and shall purchase duplicate keys only from Landlord. In the event of the loss of any keys so furnished by Landlord, Tenant shall pay to Landlord the cost thereof.
- 12) Tenant shall cooperate and participate in all security programs, including parking, affecting the Building. All existing or new agreements entered in to by Tenant for the sublease, assignment or transfer of any rights regarding Tenant's space and the provision of parking privileges must be approved in advance by Landlord and shall be subject to Security's Campus Parking Regulations.
- 13) Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- 14) Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building, and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily embraced within Tenant's use of the Premises as specified in its Lease. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same, Peddlers, solicitors and beggars shall be reported to the Landlord.
- 15) Tenant shall not mark, paint, drill into, or in any way deface any part of the Building or Premises. Tenant shall not install any resilient tile or similar floor covering in the Premises except with prior written approval of Landlord. The use of cement or other similar adhesive material is expressly prohibited. To preserve the carpeting, Tenant shall use chair pads under all rolling-style chairs, or have an appropriate grade carpet installed.
- 16) Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust controls, Tenant shall keep corridor doors closed except when being used for access.
- 18) The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein,
- 19) The property and Premises are smoke-free. Tenant shall not allow smoking of any kind on the property, or in the Premises.

**EXHIBIT F**  
**LAB EQUIPMENT**

The following is a table of Landlord provided and maintained equipment to be installed in the tenant premises and serviced and maintained by Landlord.

<b>Room</b>	<b>ID #</b>	<b>Quantity</b>	<b>Description</b>
1007	HCL-1	1	Refrigerated Holding Cooler for off hours drop off. Cooler to have 2 sides with minimum body capacity of 6.
1010A	CL-1	1	Cadaver Lift - Scissor type manufactured by Mopec or equivalent to lift trays from storage racks
1010A	SCL-1	1	In floor scale designed to meet size requirements of cadaver lift and autopsy tables.
1011 & 1013	AS-1	4	Autopsy station and head wall with integrated ventilation, sink with disposal unit, and sideboard stations.
1011 & 1013	CC-1	4	Cadaver carrier/ Autopsy Table. Hydraulic roller style with height adjustable foot pedals and controls. Does not include trays
1011	FH-1	1	Formalin Hood
1012		1	Cadaver Cooler storage room – Refrigerated storage room with floor drains
1012 & 1016	CC-2	2	Cadaver Carrier – Bariatric with wide stance – Tray width 42” and tapered foot end to allow for use in standard autopsy station.
1012	CR-1	7	Cadaver Storage Rack – 5 tier for 32” tray width – trays included
1012	CR-2	1	Cadaver storage rack – 5 tier for 32” tray width - trays included
1012	FRZ-2	1	Cadaver Freezer – located within the main storage cooler
1013	TBL-1	1	Stainless steel back table
1118	HDS-1	6	High density shelving with movable file units totaling 6 total shelving banks

**EXHIBIT G**  
**AUTOPSY TECH SERVICES**

Whereas the Tenant and Landlord have agreed to have Landlord continue to provide Autopsy Tech Services during the term of this lease agreement. These services shall be provided on a 40 hours per week basis, during normal business hours defined as being between 8:00 AM and 4:00 PM Monday – Friday excluding holidays.

During the term of this lease agreement should there be a requirement or need to have the support of an Autopsy tech during non-standard hours or workdays, the cost for these additional services shall be invoiced as additional laboratory fees. These services provided by Landlord shall be billed to the Lessee per quarter (1/4) hour increments of the hourly rate as defined in the following schedule.

Autopsy Tech Labor Rate for after hours and weekends

Lease year	Hourly Rate	Lease year	Hourly Rate
2026	47.97	2042	73.65
2027	49.36	2043	75.79
2028	50.79	2044	77.99
2029	52.27	2045	80.25
2030	53.78	2046	82.58
2031	55.34	2047	84.97
2032	56.95	2048	87.44
2033	58.60	2049	89.97
2034	60.30	2050	92.58
2035	62.05	2051	98.03
2037	63.84	2052	100.87
2038	65.70	2053	103.80
2039	67.60	2054	126.81
2040	69.56	2055	109.90
2041	71.58	2056	113.09

# 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 CAPITAL REGION HEALTH CARE DEVELOPMENT CORPORATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 04, 1988. 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: 135873

Certificate Number: 0007264180



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of August A.D. 2025.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Donald Welford, hereby certify that:

1. I am the duly elected Secretary of Concord Hospital, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees of Concord Hospital, duly called and held on January 27, 2025, at which a quorum of the Trustees were present and voting.

**VOTED:** That Robert Steigmeyer, President and CEO, is duly authorized on behalf of Concord Hospital, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.
4. I hereby further certify that, as President and CEO of Concord Hospital, Mr. Steigmeyer is duly authorized to enter into contracts or agreements with the State of New Hampshire and any of its agencies and departments on behalf of Capital Region Health Care Development Corporation, a wholly owned subsidiary of Concord Hospital, Inc.

DATED: August 27, 2025

  
\_\_\_\_\_  
Donald Welford  
Concord Hospital, Secretary of the Board



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2025

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

<b>PRODUCER NAME, CONTACT PERSON AND ADDRESS</b> MARSH USA, LLC 99 HIGH STREET BOSTON, MA 02110  CN142100133-CRHC-Prop-24-25		<b>PHONE (A/C, No. Ext):</b>  	<b>COMPANY NAME AND ADDRESS</b> Affiliated FM Insurance Company	<b>NAIC NO:</b> 10014
<b>FAX (A/C, No):</b>  		<b>E-MAIL ADDRESS:</b>  	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
<b>CODE:</b> 	<b>SUB CODE:</b> 	<b>POLICY TYPE</b>  		
<b>AGENCY CUSTOMER ID #:</b> 		<b>LOAN NUMBER</b> 	<b>POLICY NUMBER</b> 1140080	
<b>NAMED INSURED AND ADDRESS</b> Capital Region Health Care Corporation 250 Pleasant Street Concord, NH 03301		<b>EFFECTIVE DATE</b> 10/01/2024	<b>EXPIRATION DATE</b> 10/01/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>ADDITIONAL NAMED INSURED(S)</b> 		<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>  		

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

**LOCATION / DESCRIPTION**  
 RE: 279 Pleasant Street, Concord NH 03301  
 LIMITS Personal Property USD 118,362, Real Property USD 3,499,650, Business Interruption NOT COVERED  
 Deductible \$50,000

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	DED:
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ 750,000,000			DED: 50,000
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE		YES NO N/A			If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X	
IS DOMESTIC TERRORISM EXCLUDED?				X	
LIMITED FUNGUS COVERAGE			X		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X		
REPLACEMENT COST			X		
AGREED VALUE			X		
COINSURANCE			X		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT: Policy Limit DED: 25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: Policy Limit DED: 25,000
- Demolition Costs		X			If YES, LIMIT: Policy Limit DED: 25,000
- Incr. Cost of Construction		X			If YES, LIMIT: Policy Limit DED: 25,000
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: 250,000,000 DED: 50,000
FLOOD (If Applicable)		X			If YES, LIMIT: See Attached DED: See Attached
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT: Policy Limit DED: 25,000
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:				X	If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X			

**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.

<b>ADDITIONAL INTEREST</b> NYC-012392353-01		<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	<b>LENDER SERVICING AGENT NAME AND ADDRESS</b>  
<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<b>NAME AND ADDRESS</b> STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE 33 CAPITOL STREET CONCORD, NH 03301		<b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh USA LLC</i>



**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC.		NAMED INSURED Capital Region Health Care Corporation 250 Pleasant Street Concord, NH 03301	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 28 **FORM TITLE:** Evidence of Commercial Property Insurance

Water Damage Deductible: \$100,000

**Flood**

USD 250,000,000 annual aggregate, not to exceed the following:

1. USD 25,000,000 annual aggregate for the following locations, combined:

Location No. 039, 85-87 Spring Street, Units 1A-E, 1H, 2A-C, 3A-C, 4A-E, 5A-C, Laconia, New Hampshire, 03246, USA;

Location No. 043, 15 Aiken Avenue, Franklin, New Hampshire, 03235, USA and

Location No. 051, 80 Highland Street, Laconia, New Hampshire, 03246, USA

2. USD 50,000 annual aggregate for Data Service Provider -

Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined

**Flood Deductible**

USD 50,000 per location, except for the following:

1. USD 100,000 per location for the following locations:

Location No. 009, 15 Antrim Road, Hillsboro, New Hampshire, 03244, USA and Location No. 018, 18 Foundry Street, Concord, New Hampshire, 03301, USA

2. USD 500,000 per location for the following locations:

Location No. 015, 60 Commercial Street, Concord, New Hampshire, 03301, USA; Location No. 039, 85-87 Spring Street, Units 1A-E, 1H, 2A-C, 3A-C, 4A-E, 5A-C, Laconia, New Hampshire, 03246, USA; Location No. 043, 15 Aiken Avenue, Franklin, New Hampshire, 03235, USA and Location No. 051, 80 Highland Street, Laconia, New Hampshire, 03246, USA



Approved by the Long Range Capital  
Planning and Utilization Committee  
February 24, 2025

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

**LACP 25-004**

1 GRANITE PLACE SOUTH  
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA  
ATTORNEY GENERAL



JAMES T. BOFFETTI  
DEPUTY ATTORNEY GENERAL

January 28, 2025

The Honorable Chair  
Long Range Capital Planning and Utilization Committee  
Legislative Office Building Room 201  
Concord, New Hampshire 03301

To the Honorable Committee:

**REQUESTED ACTION**

Pursuant to New Hampshire RSA 4:39-b, the Department of Justice is requesting approval of a 30-year lease with Concord Hospital, Inc. (Vendor #111759) for a 10,500+ square foot space at 279 Pleasant Street in Concord, New Hampshire as premises for the Chief Medical Examiner's offices, morgue, and autopsy suite, which would also include the services of two full time Medical Examiner Assistants (Diener) and .25 manned security. The effective date of this lease is planned for March 1, 2026, with an end date of February 28, 2056, and a total estimated cost of \$37,259,882 over the lease term.

**EXPLANATION**

For over 30 years, the Department of Justice, Office of Chief Medical Examiner (OCME), has leased 3,768 square feet of office space from Concord Hospital at 250 Pleasant Street in Concord NH. In addition to that leased office space, the Department shares morgue and autopsy space with Concord Hospital in a separate building and pays Concord Hospital a "per body" fee under a licensing agreement for every autopsy that it conducts.

The current available office, morgue and autopsy space is no longer large enough to serve OCME's needs. The office space, which also serves as the refrigerated body part specimen storage area, is located in a different building than the morgue and autopsy area. The office space is too small to accommodate OCME's many tasks, evidence and personnel. OCME has experienced a 30 to 50% increase of bodies coming to the morgue in recent years. The morgue space, which is shared with the hospital, is often at full capacity requiring OCME to pay private funeral homes to store and transport bodies. The autopsy suite, which is also shared with the hospital, is not large enough to perform multiple autopsies at one time resulting in delayed death determinations. With the addition of a third Medical Examiner last year, OCME staffing has the

Long Range Planning and Capital Utilization Committee

January 28, 2025

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capacity to conduct approximately 250 more autopsies each year if it had an autopsy suite with additional stations.

Concord Hospital owns a building at 279 Pleasant Street in Concord that is currently unoccupied. The Hospital is willing to renovate a 10,500+ square foot space on the first floor of that building to provide office space, more morgue body storage, a larger autopsy suite and specimen storage for OCME's sole and exclusive use all under one roof. In addition, Concord Hospital would supply two full time Dieners, manned security service, and update autopsy equipment on a scheduled basis. OCME would discontinue its current lease at 250 Pleasant Street and stop paying a "per body" fee for each autopsy it conducts.

The proposed new lease would begin on or about March 1, 2026 for a term of 30 years. The lease would include rental space, common area maintenance, equipment, Dieners, and manned security. Major autopsy equipment will be replaced as needed and there will be a five-year review period with an estimated 2.9% increase each year as follows:

Year	Base \$/ Sq. Ft.	Base Rent	Cam	Equipment	Staff Operations	Gross Rent - annual
1	\$34.00	\$357,000.00	\$162,750.00	\$123,795.00	\$152,400.00	\$795,945.00
2	\$34.99	\$367,353.00	\$167,469.75	\$127,385.06	\$156,819.60	\$819,027.41
3	\$36.00	\$378,006.24	\$172,326.37	\$131,079.22	\$161,367.37	\$842,779.20
4	\$37.04	\$388,968.42	\$177,323.84	\$134,880.52	\$166,047.02	\$867,219.80
5	\$38.12	\$400,248.50	\$182,466.23	\$138,792.05	\$170,862.39	\$892,369.17
6	\$39.22	\$411,855.71	\$187,757.75	\$142,817.02	\$175,817.39	\$918,247.88
7	\$40.36	\$423,799.52	\$193,202.72	\$146,958.72	\$180,916.10	\$944,877.07
8	\$41.53	\$436,089.71	\$198,805.60	\$151,220.52	\$186,162.67	\$972,278.50
9	\$42.74	\$448,736.31	\$204,570.97	\$155,605.92	\$191,561.38	\$1,000,474.58
10	\$43.98	\$461,749.66	\$210,503.52	\$160,118.49	\$197,116.66	\$1,029,488.34
11	\$45.25	\$475,140.41	\$216,608.13	\$164,761.92	\$202,833.05	\$1,059,343.50
12	\$46.56	\$488,919.48	\$222,889.76	\$169,540.02	\$208,715.21	\$1,090,064.46
13	\$47.91	\$503,098.14	\$229,353.56	\$174,456.68	\$214,767.95	\$1,121,676.33
14	\$49.30	\$517,687.99	\$236,004.82	\$179,515.92	\$220,996.22	\$1,154,204.95
15	\$50.73	\$532,700.94	\$242,848.96	\$184,721.88	\$227,405.11	\$1,187,676.89
16	\$52.20	\$548,149.27	\$249,891.58	\$190,078.82	\$233,999.86	\$1,222,119.52
17	\$53.72	\$564,045.60	\$257,138.43	\$195,591.11	\$240,785.85	\$1,257,560.98
18	\$55.28	\$580,402.92	\$264,595.45	\$201,263.25	\$247,768.64	\$1,294,030.25
19	\$56.88	\$597,234.60	\$272,268.72	\$207,099.88	\$254,953.93	\$1,331,557.13
20	\$58.53	\$614,554.41	\$280,164.51	\$213,105.78	\$262,347.60	\$1,370,172.29
21	\$60.23	\$632,376.48	\$288,289.28	\$219,285.85	\$269,955.68	\$1,409,907.28
22	\$61.97	\$650,715.40	\$296,649.67	\$225,645.13	\$277,784.39	\$1,450,794.59
23	\$63.77	\$669,586.15	\$305,252.51	\$232,188.84	\$285,840.14	\$1,492,867.64
24	\$65.62	\$689,004.15	\$314,104.83	\$238,922.32	\$294,129.50	\$1,536,160.80
25	\$67.52	\$708,985.27	\$323,213.87	\$245,851.07	\$302,659.26	\$1,580,709.46
26	\$69.48	\$729,545.84	\$332,587.07	\$252,980.75	\$311,436.38	\$1,626,550.04

Long Range Planning and Capital Utilization Committee

January 28, 2025

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27	\$71.50	\$750,702.67	\$342,232.10	\$260,317.19	\$320,468.03	\$1,673,719.99
28	\$73.57	\$772,473.05	\$352,156.83	\$267,866.39	\$329,761.60	\$1,722,257.87
29	\$75.70	\$794,874.76	\$362,369.38	\$275,634.51	\$339,324.69	\$1,772,203.35
30	\$77.90	\$817,926.13	\$372,878.09	\$283,627.91	\$349,165.11	\$1,823,597.24

Concord Hospital has been a cooperative partner with the OCME for over 30 years. In May 2024, the Department of Justice requested and received a waiver from public notice for leased space requirement. Once the waiver was approved, a Letter of Intent between Concord Hospital and OCME was executed. A proposed Lease Agreement is being drafted.

Concord Hospital already has incurred costs associated with the design phase for renovations of the 279 Pleasant Street space in order to fit the OCME. Approval of this request will allow the Department of Justice to move forward with a new 30-year lease, which, in turn, will allow renovations to continue.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



John M. Formella  
Attorney General

#4870733



November 21, 2024

Sean P. Gill  
Chief of Staff  
Associate Attorney General  
NH Department of Justice  
1 Granite Place South  
Concord, NH 03301

Via E Mail: Sean.P.Gill@doj.nh.gov

Re: Revised Letter of Intent – Proposed Lease, 279 Pleasant Street, Concord, NH  
(ground/first floor premises)

Dear Chief of Staff Gill:

This letter (sometimes referred to as "Letter of Intent") sets forth the terms and conditions on which the State of New Hampshire Department of Justice ("NHDOJ") is willing to enter into a lease of the premises defined below (the "Premises") at property of Capital Region Healthcare Development Corp. ("CRHDC") located at 279 Pleasant Street in Concord, New Hampshire. This Letter of Intent is not a complete statement of such terms and conditions but provides the basis of business and other terms and conditions to be specified in a lease agreement with respect to such premises between CRHDC, as landlord, and NHDOJ or its nominee, as tenant. Such terms and conditions are as follows:

**PROPERTY:** Real property with an address of 279 Pleasant Street, Concord, NH, on which is located a two-story medical office building containing approximately 22,330+/- RSF (the "Medical Office Building")

**PREMISES:** Approximately 11,100+/- RSF (final RSF to be verified using standard BOMA calculations), as shown on the attached space plan, on ground floor of the Medical Office Building.

**LANDLORD:** Capital Region Healthcare Development Corp.  
250 Pleasant Street  
Concord, NH 03301  
Attn: Tim Paris

TENANT: State of New Hampshire Department of Justice  
State Medical Examiner and Morgue  
1 Granite Place (South)  
Concord, NH 03301  
Attn: Sean P. Gill

LEASE: NHDOJ and CRHDC will use all feasible efforts in good faith to enter into a written lease agreement with respect to the Premises on terms and conditions based on those in this Letter of Intent within one hundred eighty (90) days following the date this Letter of Intent has been signed by both parties.

TERM: The Lease term (the "Term") will be for thirty (30) years, subject to extension options as described below. The Term will commence on the date that Tenant has taken occupancy of the Premises for Tenant's immediate and ongoing use in accordance with the Lease, a Certificate of Occupancy with respect to the Premises has been issued by applicable authorities permitting use and occupancy of the Premises in accordance with the Lease, the lease between Tenant and CRHDC with respect to office premises of Landlord located at 250 Pleasant St., Memorial Medical Bldg. (2<sup>nd</sup> flr), suites 220 & 218, Concord, New Hampshire (the "Existing Offices Lease") shall have expired or been terminated with no fees, charges or other obligations of either party owed or outstanding, and Tenant has ceased its use of morgue and autopsy lab space of the Concord Hospital at 250 Pleasant Street, Suite G318, Concord, New Hampshire.

Currently, the Existing Offices Lease is to expire, in accordance with its express terms and conditions, on September 30, 2026 (the "Existing Offices Termination Date"). In the event that by September 30, 2026, the Premises have not been made available to Tenant in accordance with the Lease such that the Premises are in condition as required for Tenant's occupancy and use in accordance with the Lease, the Existing Offices Termination Date will be extended until the Premises are so available to Tenant.

Upon Tenant's occupancy of the Premises for use by Tenant in accordance with the Lease, the "Existing Offices Lease" shall be terminated, with no fees, charges or other obligations of either party owed or outstanding.

EXTENSION OPTIONS: Tenant will have two (2) consecutive five (5)-year extension options with respect to the Term. Each such option will be exercisable by Tenant providing written notice to Landlord of Tenant's exercise of such option not less than twelve (12) months prior to the then current expiration date of the Term.

RENT: The Premises will be leased on a "Gross" rental basis, payable monthly, in advance, during the Term. The rent will be calculated, for the first (1<sup>st</sup>) year of the Term, at an annual rental rate of \$75.80 per RSF. At the beginning of each successive lease year during the Term, the annual rental rate per RSF will be changed to a rate equal to that of the last prior lease year, increased by 2.9%. Anticipated lease payments for the term of the lease are specified in Appendix A, which is attached.

*SWS*

The rent will be inclusive of fees and charges for common area maintenance, all utilities, real estate taxes, casualty and damage insurance with respect to the Medical Office Building, a capital reserve account, amortized costs of fit up of the Premises and installation of equipment for Tenant's use and occupancy in accordance with the Lease, and costs for laboratory and clinic staff for Tenant's use and occupancy in accordance with the Lease.

USE: Autopsy, morgue, and administrative office purposes of New Hampshire Medical Examiner.

FUTURE TENANT IMPROVEMENTS: Tenant may install such improvements, fixtures and finishes in the Premises as Tenant deems necessary or desirable. Tenant may remove its furniture, fixtures and equipment when it vacates the Premises. The Premises will be delivered in condition and with improvements completed as specified and agreed to by Landlord and Tenant. Tenant may make future renovations and improvements as it desires, subject to Landlord's reasonable review and approval of Tenant's plans for such renovations and improvements.

CONDITION OF PREMISES AND BUILDING: Landlord will deliver the Premises to Tenant for occupancy and use in accordance with the Lease in sound condition and in compliance with all applicable federal, state and local laws, regulations, ordinances, and codes. Landlord will be responsible for completion, at an actual out-of-pocket cost of Landlord not exceeding \$5,170,000.00, of Tenant's plans and specifications for construction and/or renovations of the Premises. Tenant will fund costs of construction and/or renovations of the Premises above \$5,170,000.00, subject to required appropriations being made for such funding.

Landlord will fund a "refresh allowance" of \$20/SF at the end of the 10<sup>th</sup> and 20<sup>th</sup> year of the initial lease term.

PARKING: Landlord from time to time may designate parking areas for Tenant's employees.

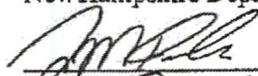
BROKERS: There are no real estate brokers involved in this lease transaction other than Norton Asset Management, Inc., a consultant to Landlord who will be paid by Landlord.

ONGOING NEGOTIATIONS: Promptly upon this Letter of Intent being signed by Landlord and by Tenant, Landlord will prepare and provide to Tenant a draft lease for Tenant's review. Both parties then will endeavor in good faith to negotiate a final version of such lease, in form and substance acceptable to each party for execution, and Tenant will use all reasonable efforts to obtain, as promptly as feasible, approval of such lease by the Long Range Capital Planning and Utilization Committee and successive authorization of the lease by the Governor and Executive Council of the State of New Hampshire, as required by RSA 4:39-b.

NON-BINDING. This Letter of Intent is not a binding contract and no action or inaction of either party shall be interpreted to cause this Letter of Intent to become binding. This Letter of Intent will be superseded by, and the parties will only be bound by, the terms of a new written lease agreement, in form and substance satisfactory to both parties, which has been fully executed and delivered by each of the parties. Until and unless the parties mutually execute such a lease, either party may terminate the negotiations contemplated herein at any time, for any reason, and without liability or further obligation to the other party, by providing written notice of termination to the other party.

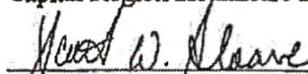
TENANT:

New Hampshire Department of Justice

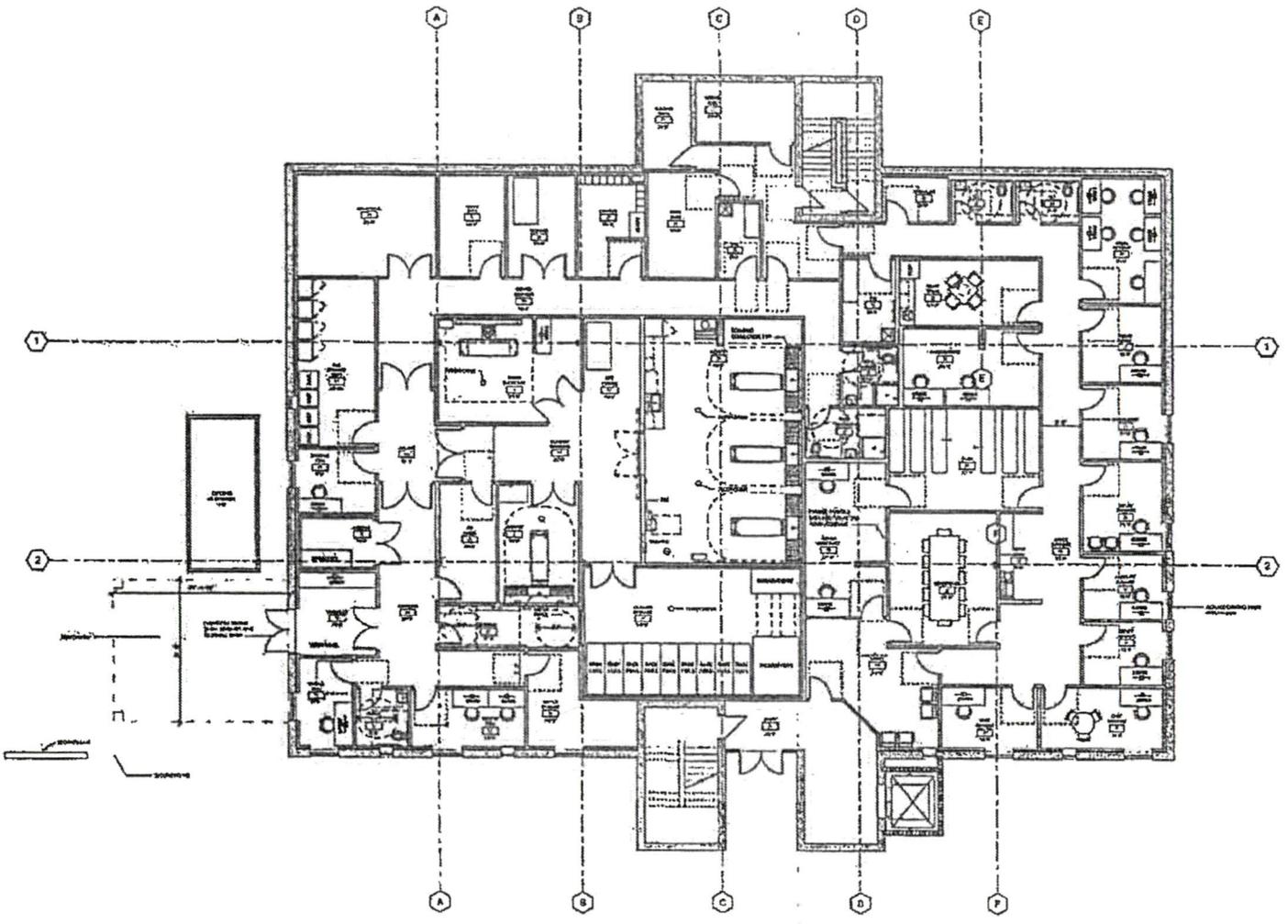
 , duly authorized  
NAME: John M. Formella  
TITLE: Attorney General  
Dated: December 13, 2024

LANDLORD:

Capital Region Healthcare Development Corp.

 , duly authorized  
NAME: Scott Sloane  
TITLE: C.F.O.  
Dated: 11/21/24, 2024

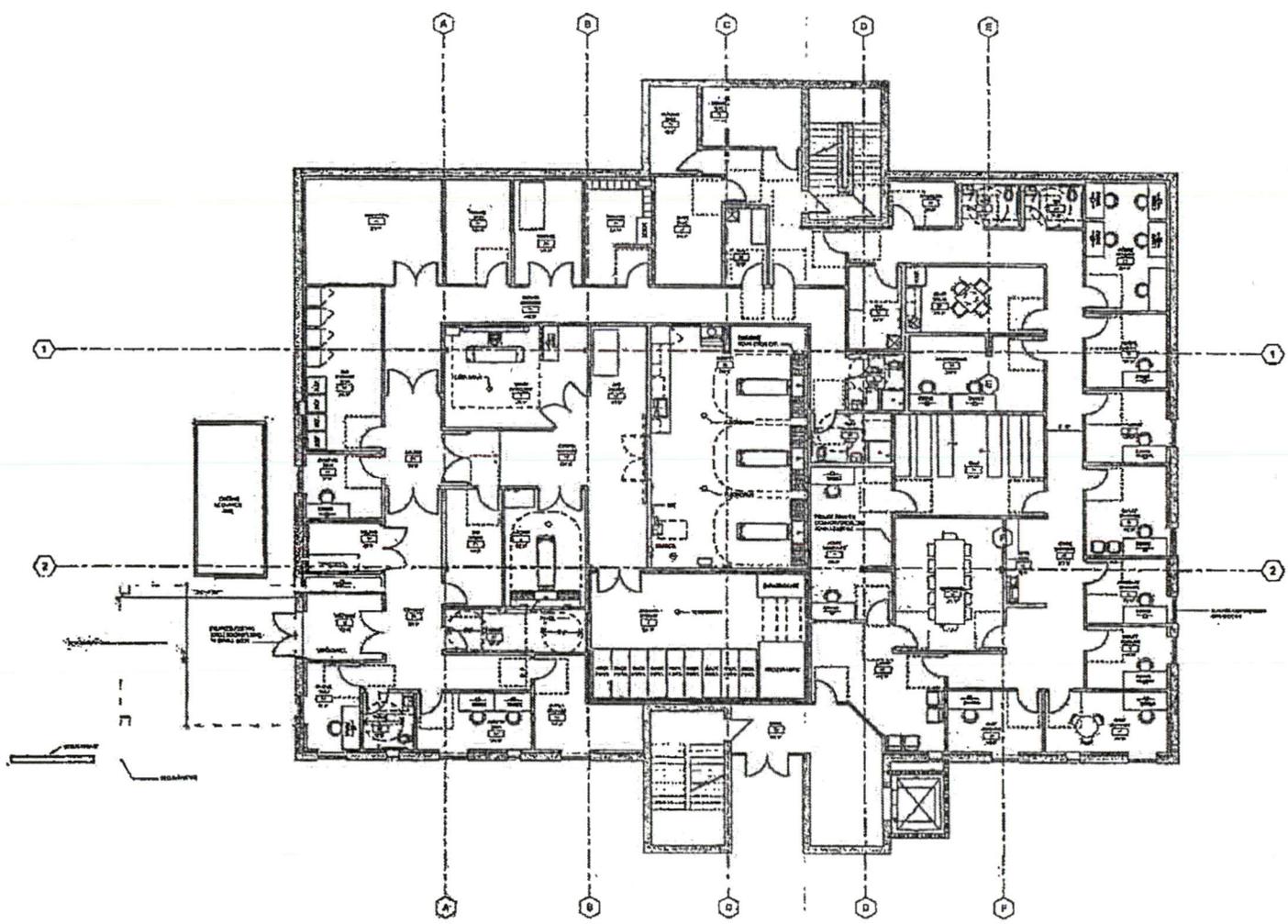
Attachment: Premises Floor Plan  
Draft Lease agreement



**CONCORD HOSPITAL**  
 NH MEDICAL EXAMINER OFFICE & HOSPITAL LAB

LEVEL 1 - FLOOR PLAN

SCALE 3/16" = 1'-0"  11/15/24  
**LAVALLEE BRENSINGER ARCHITECTS**



**CONCORD HOSPITAL**  
 NH MEDICAL EXAMINER OFFICE & HOSPITAL LAB

LEVEL 1 - FLOOR PLAN

SCALE: 3/16" = 1'-0"  
 L'AVALLÉE BRENSINGER ARCHITECTS

1/15/24

APPENDIX A

9/5/2024

Medical Examiners Office Proposal

Existing Total Annual Income \$ 414,571.00 70.11 per sq ft  
Existing Sq ft Combined 5,913

Estimated Rentable sq ft 10,500  
Annual Escalator 2.9%

Staff includes - Security @ .25 FTE + 2.0 FTE Deaneers @ 2.9% per year

	Base	Base Rent	Cam	Equipment	Staff Operations	Gross Rent - annual	Gross Monthly	annual per sq ft	Escalator	
Years	cost per sq ft	34.00	15.50	11.79	14.51	75.80				
2026	1	34.00	357,000	162,750	123,795	152,400	795,945	66,329	75.80	2.90%
2027	2	34.99	367,353	167,470	127,385	156,820	819,027	68,252	78.00	2.90%
2028	3	36.00	378,006	172,326	131,079	161,367	842,779	70,232	80.26	2.90%
2029	4	37.04	388,968	177,324	134,881	166,047	867,220	72,268	82.59	2.90%
2030	5	38.12	400,249	182,466	138,792	170,862	892,369	74,364	84.99	2.90%
2031	6	39.22	411,856	187,758	142,817	175,817	918,248	76,521	87.45	2.90%
2032	7	40.36	423,800	193,203	146,959	180,916	944,877	78,740	89.99	2.90%
2033	8	41.53	436,090	198,806	151,221	186,163	972,278	81,023	92.60	2.90%
2034	9	42.74	448,736	204,571	155,606	191,561	1,000,475	83,373	95.28	2.90%
2035	10	43.98	461,750	210,504	160,118	197,117	1,029,488	85,791	98.05	2.90%
2036	11	45.25	475,140	216,608	164,762	202,833	1,059,344	88,279	100.89	2.90%
2037	12	46.56	488,919	222,890	169,540	208,715	1,090,064	90,839	103.82	2.90%
2038	13	47.91	503,098	229,354	174,457	214,768	1,121,676	93,473	106.83	2.90%
2039	14	49.30	517,688	236,005	179,516	220,996	1,154,205	96,184	109.92	2.90%
2040	15	50.73	532,701	242,849	184,722	227,405	1,187,677	98,973	113.11	2.90%
2041	16	52.20	548,149	249,892	190,079	234,000	1,222,120	101,843	116.39	2.90%
2042	17	53.72	564,046	257,138	195,591	240,786	1,257,561	104,797	119.77	2.90%
2043	18	55.28	580,403	264,595	201,263	247,769	1,294,030	107,836	123.24	2.90%
2044	19	56.88	597,235	272,269	207,100	254,954	1,331,557	110,963	126.81	2.90%
2045	20	58.53	614,554	280,165	213,106	262,348	1,370,172	114,181	130.49	2.90%
2046	21	60.23	632,376	288,289	219,286	269,956	1,409,907	117,492	134.28	2.90%
2047	22	61.97	650,715	296,650	225,645	277,784	1,450,795	120,900	138.17	2.90%
2048	23	63.77	669,586	305,253	232,189	285,840	1,492,868	124,406	142.18	2.90%
2049	24	65.62	689,004	314,105	238,922	294,130	1,536,161	128,013	146.30	2.90%
2050	25	67.52	708,985	323,211	245,851	302,659	1,580,709	131,726	150.54	2.90%
2051	26	69.48	729,546	332,587	252,981	311,436	1,626,550	135,546	154.91	2.90%
2052	27	71.50	750,703	342,232	260,317	320,468	1,673,720	139,477	159.40	2.90%
2053	28	73.57	772,473	352,157	267,866	329,762	1,722,258	143,521	164.02	2.90%
2054	29	75.70	794,875	362,369	275,635	339,325	1,772,203	147,684	168.78	2.90%
2055	30	77.90	817,926	372,878	283,628	349,165	1,823,597	151,966	173.68	-100.00%

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH  
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA  
ATTORNEY GENERAL



JAMES T. BOFFETTI  
DEPUTY ATTORNEY GENERAL

May 23, 2024

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

Dear Commissioner:

The New Hampshire Department of Justice is requesting a waiver from public notice requirement for leased space, pursuant to Chapter Adm 800 rules PART Adm 804.01 Waiver Procedure. We currently lease space from Concord Hospital at 246 Pleasant Street, Concord, NH 03301. This property houses seven staff in 3,768 SF of space. In addition to the lease of office space at that address, we pay Concord Hospital a \$750 license fee for each body that we autopsy in Concord Hospital's morgue at 250 Pleasant Street, Concord, NH 03301. Adequate office space and morgue facilities are necessary to perform the statutory duties of the Chief Medical Examiner's Office.

Our current lease expires on September 30, 2026, and we are charged \$125,000 annually, paying \$33.02 per square foot for office space only. We also pay an estimated \$471,000 annually for shared morgue and autopsy costs with Concord Hospital, which is in a separate building, including fees we pay funeral homes to store bodies that will not fit in the current morgue space. We are looking to enter into a new lease with our existing property owner for a facility it owns at 279 Pleasant Street, Concord, NH 03301. The proposed new rate will be for 30 years. The annual cost per square foot for combined autopsy, morgue and office space is attached and labeled EXHIBIT A. This would include major autopsy equipment, equipment replacement, security, two full-time hospital autopsy assistants, a discreet body intake station and office space. Operations at the new location would not require payment of a license fee for each autopsy conducted.

Our department feels that this is the best course of action as the current morgue facilities, which are shared with Concord Hospital, are inadequate for the number of autopsies conducted

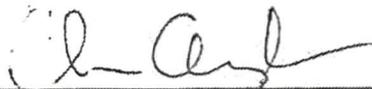
annually let alone for the anticipated 30-50% increase in the number of bodies coming to the morgue with the arrival of a third medical examiner later this year. Concord Hospital proposes to remodel a portion of the property it owns at 279 Pleasant Street to house offices and morgue facilities for the Chief Medical Examiner's exclusive use under one roof. However, to begin that undertaking, Concord Hospital requires a formal expression of our intent to lease those premises, on the proposed terms once they are outfitted for the Chief Medical Examiner's use.

The approval of this waiver from public notice requirements will allow our department to move forward with a new lease. This will avoid unnecessary time or potential additional cost occasioned by delay. We respectfully request your approval of this waiver.

Respectfully submitted,



John M. Formella  
Attorney General



DAS Commissioner Signature

6/18/24

Date

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**EXHIBIT A**

1/24/2024

Medical Examiners Office Proposal

Existing Total Annual Income	\$414,571	\$70
Existing Sq ft Combined	\$5,913	

Estimated Rentable sq ft \$10,500  
Annual Escalator \$0

Staff includes - Security @ .25 FTE + 2.0 FTE Deaneers @ 3% per year

	Base	Base Rent	Cam	Equipment	Staff Operations	Gross Rent - annual	Gross Monthly			
Years	cost per sq ft	\$34	\$15	\$12	\$13	\$74		annual per sq ft	% Increase	
2025	1	\$34	\$357,000	\$152,250	\$123,795	\$140,400	\$773,445	\$64,454	73.66	2.91%
2026	2	\$35	\$367,710	\$156,818	\$127,509	\$144,612	\$796,648	\$66,387	75.87	2.91%
2027	3	\$36	\$378,741	\$161,522	\$131,334	\$148,950	\$820,548	\$68,379	78.15	2.91%
2028	4	\$37	\$390,104	\$166,368	\$135,274	\$153,419	\$845,164	\$70,430	80.49	2.91%
2029	5	\$38	\$401,807	\$171,359	\$139,332	\$158,021	\$870,519	\$72,543	82.91	2.91%
2030	6	\$39	\$413,861	\$176,499	\$143,512	\$162,762	\$896,635	\$74,720	85.39	2.91%
2031	7	\$41	\$426,277	\$181,794	\$147,818	\$167,645	\$923,534	\$76,961	87.96	2.91%
2032	8	\$42	\$439,065	\$187,248	\$152,252	\$172,674	\$951,240	\$79,270	90.59	2.91%
2033	9	\$43	\$452,237	\$192,866	\$156,820	\$177,855	\$979,777	\$81,648	93.31	2.91%
2034	10	\$44	\$465,804	\$198,652	\$161,524	\$183,190	\$1,009,170	\$84,098	96.11	2.91%
2035	11	\$46	\$479,778	\$204,611	\$166,370	\$188,686	\$1,039,445	\$86,620	98.99	2.91%
2036	12	\$47	\$494,171	\$210,750	\$171,361	\$194,346	\$1,070,629	\$89,219	101.96	2.91%
2037	13	\$48	\$508,997	\$217,072	\$176,502	\$200,177	\$1,102,748	\$91,896	105.02	2.91%
2038	14	\$50	\$524,267	\$223,584	\$181,797	\$206,182	\$1,135,830	\$94,653	108.17	2.91%
2039	15	\$51	\$539,995	\$230,292	\$187,251	\$212,368	\$1,169,905	\$97,492	111.42	2.91%
2040	16	\$53	\$556,194	\$237,201	\$192,869	\$218,739	\$1,205,002	\$100,417	114.76	2.91%
2041	17	\$55	\$572,880	\$244,317	\$198,655	\$225,301	\$1,241,152	\$103,429	118.20	2.91%
2042	18	\$56	\$590,067	\$251,646	\$204,614	\$232,060	\$1,278,387	\$106,532	121.75	2.91%
2043	19	\$58	\$607,769	\$259,195	\$210,753	\$239,022	\$1,316,738	\$109,728	125.40	2.91%
2044	20	\$60	\$626,002	\$266,973	\$217,075	\$246,192	\$1,356,240	\$113,020	129.17	2.91%
2045	21	\$61	\$644,782	\$274,980	\$223,588	\$253,578	\$1,396,928	\$116,411	133.04	2.91%
2046	22	\$63	\$664,125	\$283,230	\$230,295	\$261,185	\$1,438,836	\$119,903	137.03	2.91%
2047	23	\$65	\$684,049	\$291,727	\$237,204	\$269,021	\$1,482,001	\$123,500	141.14	2.91%
2048	24	\$67	\$704,570	\$300,479	\$244,320	\$277,092	\$1,526,461	\$127,205	145.38	2.91%
2049	25	\$69	\$725,707	\$309,493	\$251,650	\$285,404	\$1,572,254	\$131,021	149.74	2.91%
2050	26	\$71	\$747,479	\$318,778	\$259,199	\$293,966	\$1,619,422	\$134,952	154.23	2.91%
2051	27	\$73	\$769,903	\$328,341	\$266,975	\$302,785	\$1,668,005	\$139,000	158.86	2.91%
2052	28	\$76	\$793,000	\$338,191	\$274,984	\$311,869	\$1,718,045	\$143,170	163.62	2.91%
2053	29	\$78	\$816,790	\$348,337	\$283,234	\$321,225	\$1,769,586	\$147,466	168.53	2.91%
2054	30	\$80	\$841,294	\$358,787	\$291,731	\$330,862	\$1,822,674	\$151,889	173.59	
<b>Total:</b>							\$36,796,967	\$3,066,414		