



LINDA M. HODGDON  
Commissioner  
(603) 271-3201

# State of New Hampshire

DECEMBER 12 PM 3:20 DAS 2/F *Blm*  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

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

December 10, 2012

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

## REQUESTED ACTION

1. Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Lease Amendment with the Monadnock Economic Development Corporation (MEDC), 51 Railroad Street, Suite 101, Keene, NH (Vendor Code No. 156045) to modify Attachment A-Lessee's Option to Purchase in the original lease agreement for the design-build construction of the new Keene Courthouse for office and courtroom space to house the Keene District and Cheshire County Superior and Probate Courts. The total lease amount of \$9,159,965 for the fifteen (15) year term will remain unchanged. The courthouse is to be located on a sub-division at 12 Court Street, Keene, NH and comprised of approximately 49,620 square feet. This Amendment will commence upon Governor & Executive Council approval and expire November 30, 2028. 100% Transfer Funds – transfer from AOC, Rent from Other Agencies.
2. Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Development Agreement with the Monadnock Economic Development Corporation (MEDC), 51 Railroad Street, Suite 101, Keene, NH (Vendor Code No. 156045) for the purpose of providing the State an alternate option to purchase the design-build construction of the new Keene Courthouse at a set cost of Seven Million Five Hundred Thousand (\$7,500,000) on or after February 1, 2020, effective upon Governor & Executive Council approval.

## EXPLANATION

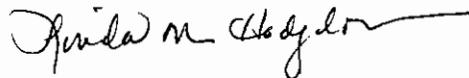
The original fifteen (15) year Lease Agreement was approved by the Governor & Executive Council on December 8, 2010 (item 36), amended and approved by the Governor & Executive Council on July 13, 2011 (item 11B), amended and approved by the Governor & Executive Council on September 28, 2011 (item 26A) and amended on April 2, 2012 and approved by the Governor & Executive Council on April 18, 2012 (item 24).



1. Necessitated by New Market Tax Credit requirements, the Landlord, in order to close on the financing for the courthouse construction project and ensure its viability, requires that the language in Attachment A, Lessee's Option To Purchase, be adjusted to comply with the New Market Tax Credit rules which will allow investors to use their tax credits and the construction project to move forward. The amended language removes the option to purchase the property for a set cost of Seven Million Five Hundred Thousand (\$7,500,000) which is necessary to comply with New Market Tax Credit rules and for the Landlord to obtain the financing tied to the tax credits for the project. The new language provides the Lessee with the option to purchase the Leased Premises for an amount equal to the greater of the outstanding balance of all the loans secured by the Premises or Fair Market Value of the Premises.
2. The Development agreement provides the State with an alternative option to purchase the Premises cited above, outside of the State's Lease Agreement with MEDC on or after February 1, 2020 for a set cost of Seven Million Five Hundred Thousand (\$7,500,000) plus three percent (3%) times the Base Purchase times the number of full years which has elapsed since February 1, 2020 as long as State is not in default of its lease with MEDC and the outstanding debt service on the premises does not exceed Seven Million Five Hundred Thousand (\$7,500,000) as a result of a successful unwind of the New Markets Tax Credit funding structure.

The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,



Linda M. Hodgdon  
Commissioner



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

**FROM:** Mary Belec, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** December 11, 2012

**SUBJECT:** Attached Lease Amendment;  
Approval respectfully requested.

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

**LESSEE:** Department of Administrative Services (DAS), Bureau of Court Facilities, 25 Capitol Street, Concord NH

**LESSOR:** Monadnock Economic Development Corporation (MEDC), 51 Railroad Street, Suite 101, Keene NH

**DESCRIPTION:** Lease Amendment: Approval of the enclosed will authorize two modifications of the previously approved lease agreement which provides a 49,620 square foot design-build Keene Courthouse to be located on a subdivision of 12 Court Street, Keene NH for the Keene District and Cheshire County Superior and Probate Courts.

1. Amendment of Attachment A- Lessee's Option to Purchase: removal of the current purchase option has been found necessary in order to comply with New Market Tax Credit rules and for MEDC to obtain the financing tied to those tax credits for the project; the enclosed therefore removes the option to purchase the property for a set cost of Seven Million Five Hundred Thousand (\$7,500,000) on or after July 1, 2019.
2. Provision of new "Development Agreement" between MEDC and DAS: providing an alternative to the deleted "Attachment A" purchase provisions, on or after January 30, 2020 the State (DAS) will have the option to purchase the Premises at set cost of Seven Million Five Hundred Thousand (\$7,500,000) plus three percent (3%) times the Base Purchase times the number of full years which has elapsed since January 30, 2020; this shall be contingent upon no default on the part of the State and the outstanding debt service on the premises not exceeding Seven Million Five Hundred Thousand (\$7,500,000) as a result of a successful unwind of the New Markets Tax Credit funding structure.

**TERM:** No Change: Fifteen (15) years with occupancy & rental commencing December 1, 2013 ending November 30, 2028.

**EXTENSIONS:** No Change: Two options to extend for an additional five (5) years per extension

**RENT:** Annual and total costs remain unchanged: \$ 492,500.04 year one (\$9.93 SF) with annual escalation of 3% thereafter resulting in "year fifteen" rent of \$744,950.04 [\$15.01 SF]; fifteen years Total Rent: \$9,159,965

**JANITORIAL:** Tenants additional cost, approx. \$36,000.00 annually (approx. \$0.73 per SF)

**UTILITIES:** Included in annual rent.

**PUBLIC NOTICE:** Conformed to all RFP requirements; the enclosed was the lowest cost proposal.

**CLEAN AIR PROVISIONS:** The new court will be tested and certified and conforming after completion of construction.

**BARRIER-FREE DESIGN COMMITTEE:** Approval recommended contingent upon all design and construction conforming to all current and prevailing codes.

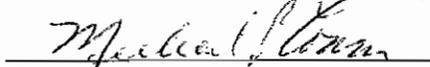
**OTHER:** Approval of the enclosed is recommended.

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

Reviewed, and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved for submission to G. & C. by:  
Division of Plant and Property Mgt.

  
Michael Connor, Director



## AMENDMENT

This Agreement (the "Amendment") is dated this 10<sup>th</sup> day of December, 2012, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities, (the "Tenant") and the Monadnock Economic Development Corporation, Keene, N.H., (the "Landlord") with a place of business at 51 Railroad Street, Suite 101, Keene, NH 03431.

Whereas, pursuant to the fifteen (15) year Lease Agreement (the "Agreement") first entered into on November 1, 2010, approved by the Governor & Executive Council on December 8, 2010 (item #36), amended on June 27, 2011 and approved by the Governor & Executive Council on July 13, 2011 (item #11B), amended on September 19, 2011 and approved by the Governor & Executive Council on September 28, 2011 (item 26 A), amended on April 2, 2012 and approved by the Governor & Executive Council on April 18, 2012 (item 24), the Landlord agreed to the design-build and lease of a new courthouse comprised of 49,620 square feet to be located on a subdivision at 12 Court Street, Keene, N.H. upon the terms and conditions specified in the Agreement; and

Whereas, necessitated by just learned New Market Tax Credit rule requirements, the Landlord, in order to close on the financing for the courthouse construction project and ensure its viability, requires that the language in Attachment A, Lessee's Option To Purchase, Part A., be adjusted to comply with the New Market Tax Credit rules which will allow investors to use their tax credits and the construction project to move forward; and

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

### **Amendment of Agreement:**

**Attachment A, Lessee's Option to Purchase: Part A:** "Provided that the Lessee is not in default, on or after February 1, 2020, the Lessee shall have the option to purchase the Leased Premises for an amount equal to the greater of: (a) the outstanding balance of all loans secured by the Premises or (b) the fair market value of the Premises."

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.



IN WITNESS WHEREOF, the parties have hereunto set their hands this 10<sup>th</sup> day of December 2012.

The State of New Hampshire  
Department of Administrative Services

By: [Signature] Asst. Comm.  
Linda M. Hodgdon, Commissioner  
Monadnock Economic Development Corporation

By: [Signature] Pres  
Title: President (John G. Dugan)

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

Personally appeared before me the undersigned officers, the above named John G. Dugan [Signature], Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 10<sup>th</sup> day of December 2012.

[Signature]  
Justice of the Peace/Notary Public



This Is To Certify that the above Agreement has been reviewed by the Office of Attorney General and approved as to form, substance, and execution this 12<sup>th</sup> day of 2012

[Signature]  
Signature

Approved by Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012. Agenda Item# \_\_\_\_\_.



## DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the 10<sup>th</sup> day of December, 2012 by and between Monadnock Economic Development Corporation, a New Hampshire non-profit corporation with a principal place of business at 51 Railroad Square, Suite 101, Keene, New Hampshire 03431 (hereinafter "MEDC"), and the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities, with a principal place of business located at the State House Annex, Room 420, 25 Capitol Street, Concord, New Hampshire 03301 (hereinafter "State").

### RECITALS

The State of New Hampshire ("State") has executed a lease with Monadnock Economic Development Corporation ("MEDC") for the land and a building ("premises") to be constructed at 33 Winter Street in Keene, NH.

The premises will be used as a new courthouse building.

The courthouse building is intended for the public purpose of housing the New Hampshire Cheshire County Superior and Probate Courts and the Keene District Court to be occupied under a lease agreement with the State of New Hampshire ("State Lease").

The State has expressed its desire for an option to purchase the premises.

### AGREEMENT

Now, therefore MEDC and the State agree as follows:

MEDC hereby provides an alternative option to purchase the premises to the State subject to the following:

Provided that the State is not in default of its lease with MEDC for the premises; and the outstanding debt service on the premises does not exceed \$7,500,000 as a result of a successful unwind of the New Markets Tax Credit funding structure; and MEDC, as a result of the successful unwind of New Markets Tax Credit funding structure, is the sole owner of the premises, then on or after February 1, 2020 the State shall have the option to purchase the premises from MEDC for the Base Purchase Price of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), plus three percent (3%) times the Base Purchase times the number of full years which has elapsed since February 1, 2020.

In order to exercise the State's option to purchase the premises the State shall provide MEDC written notice of the State's election to purchase the premises. The closing of the sale of the premises by MEDC to the State shall take place no later than sixty (60) days after written notice.

The State shall, at its own expense, cause the title to the premises to be examined prior to the exercise of the State's option to purchase. If the title examination reveals any title defect or any matter which, in the reasonable judgment of the State's attorneys, would render the title unmarketable, then MEDC shall cooperate with the State in attempting to remove any such title defects or other matters. The cost of



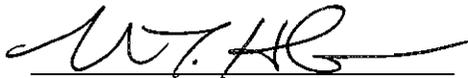
any such action shall be borne by the State. The State's sole remedy for the inability to remove such defects or other matters shall be the State's decision not to exercise the option.

At the time of closing, in exchange for the purchase price, MEDC shall execute a quitclaim deed conveying to the State good, marketable title to the premises free and clear of all liens. The closing shall take place at the offices of Bradley & Faulkner, P.C., 50 Washington Street, Keene, NH or other mutually agreeable location.

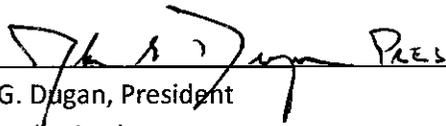
Binding Agreement. It is understood and agreed that this written Agreement constitutes the entire contract between the parties hereto with respect to the alternative option to purchase and no oral statements or promises or representations or any understanding not embodied in this writing shall be valid. Further, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their seals and hands of their duly authorized officers to be hereto affixed.

Monadnock Economic Development Corporation

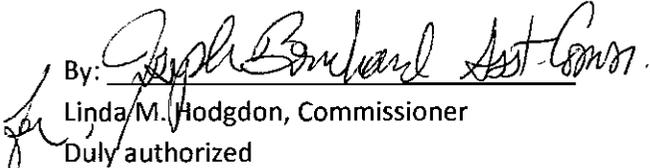


Witness

By:  PRES  
John G. Dugan, President  
Duly authorized

State of New Hampshire  
Department of Administrative Services

\_\_\_\_\_  
Witness

By:  ASST. COM.  
Linda M. Hodgdon, Commissioner  
Duly authorized



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

Personally appeared before me the undersigned officers, the above named

John G. Dugan John G. Dugan, Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 10<sup>th</sup> day of Dec 2012

W.T.H.

~~Justice of the Peace~~/Notary Public



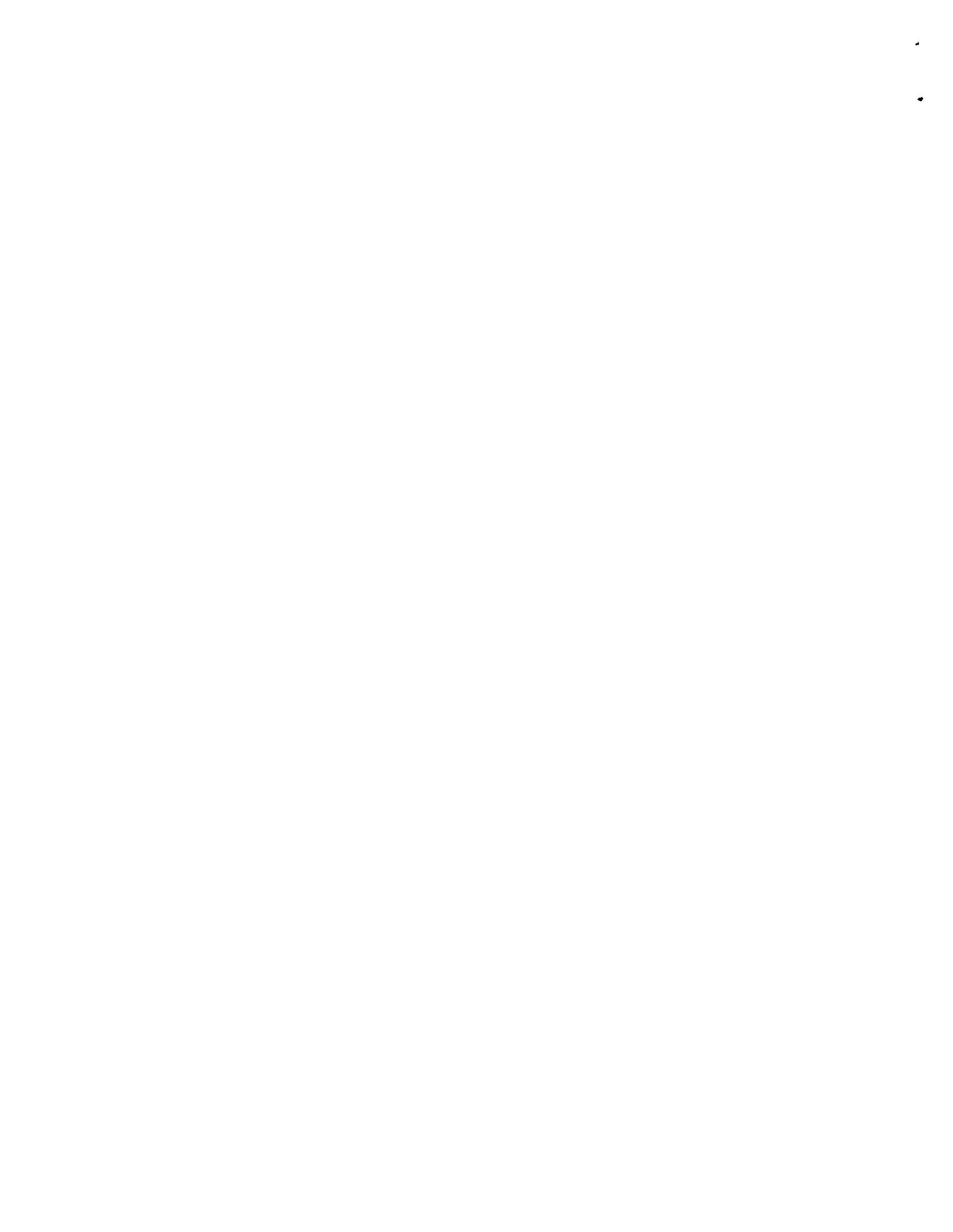
This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 10<sup>th</sup> day of 2012.

Reshma Khat

Signature

Approved by Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012. Agenda

Item# \_\_\_\_\_.

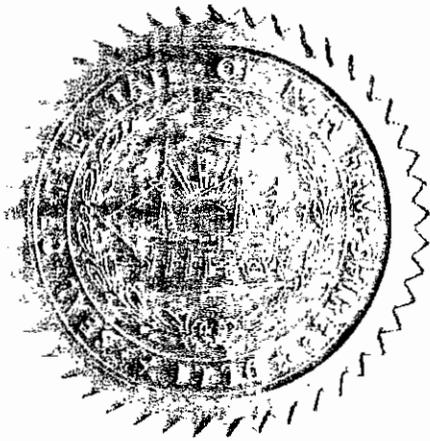


# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Monadnock Economic Development Corporation is a New Hampshire nonprofit corporation formed October 30, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of April A.D. 2012

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

William M. Gardner  
Secretary of State



CERTIFICATE OF CORPORATE VOTE

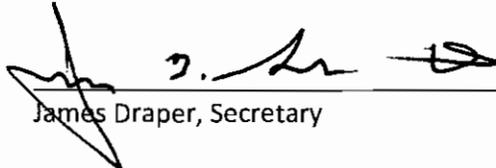
I, James Draper, being the duly –authorized Secretary of Monadnock Economic Development Corporation (MEDC) , herby certify that the following resolutions were adopted by the MEDC Board of Directors on October 13, 2010, that MEDC enter into a Lease Agreement with the State of New Hampshire for a courthouse facility to be constructed on Winter Street in Downtown Keene.

RESOLVED, that John G. Dugan, President of MEDC, is hereby authorized to negotiate with and make such agreements with the State of New Hampshire.

RESOLVED, that John G. Dugan, President of MEDC, is hereby authorized to execute such lease documents with the State of New Hampshire that are necessary to effectuate said lease, including but not limited to a Lease Agreement.

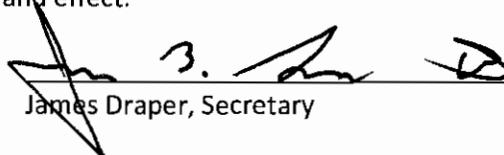
A true copy:

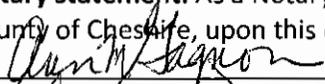
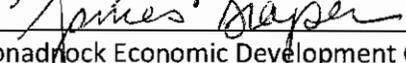
Attest:

  
\_\_\_\_\_  
James Draper, Secretary

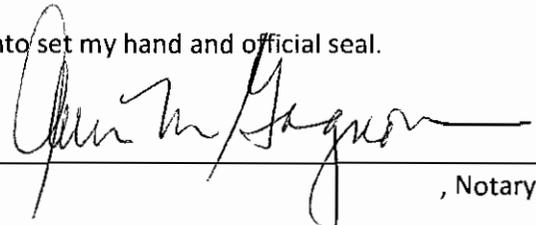
I hereby certify that the above resolutions have not been amended or repealed and that they continue to remain in full force and effect.

Attest:

  
\_\_\_\_\_  
James Draper, Secretary

**Notary statement:** As a Notary Public or Justice of the Peace registered in the State of New Hampshire, County of ~~Cheshire~~, upon this date, December 10 2012, appeared before me ,  , the undersigned officer personally appeared,  , who acknowledged himself to be the Secretary of Monadnock Economic Development Corporation, and that as such officer, they are authorized to do so, executed the foregoing instrument for the purpose s therein contained, by signing himself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal.

  
\_\_\_\_\_  
, Notary

ANN M. GAGNON, Notary Public  
My Commission Expires September 23, 2014





# State of New Hampshire

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

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

April 3, 2012

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Lease Amendment with the Monadnock Economic Development Corporation, 51 Railroad Street, Suite 101, Keene, NH (Vendor Code No. 156045) to extend the occupancy term and increase the rental rate for the design-build construction of the new Keene Courthouse for office and courtroom space to house the Keene District and Cheshire County Superior and Probate Courts. The date for Occupancy and commencement of rental payments shall be revised (Delayed) from July 1, 2013-June 30, 2028 to a later date of December 1, 2013-November 30, 2028. The Fifteen (15) year rental rate will increase from the original total lease amount of \$8,369,510 to a revised total lease amount of \$9,159,963.84 representing an overall increase of \$790,453.84. The courthouse is to be located on a sub-division at 12 Court Street, Keene, NH and comprised of approximately 49,620 square feet. The agreement will commence upon Governor and Executive Council approval and expire November 30, 2028. **100% Transfer Funds – transfer from AOC, Rent from Other Agencies.**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations.

#### 022-500248 Rent to Owners Non State Space

FY 2014	\$287,291.69	FY 2019	\$564,013.25	FY 2024	\$653,846.46
FY 2015	\$501,118.79	FY 2020	\$580,933.94	FY 2025	\$673,461.65
FY 2016	\$516,152.16	FY 2021	\$598,362.16	FY 2026	\$693,665.31
FY 2017	\$531,636.71	FY 2022	\$616,312.71	FY 2027	\$714,475.46
FY 2018	\$547,585.90	FY 2023	\$634,802.21	FY 2028	\$735,909.59
				FY 2029	<u>\$310,395.85</u>

**Total Amount** **\$9,159,963.84**

### EXPLANATION

The original fifteen (15) year Lease Agreement was approved by the Governor & Executive Council on December 8, 2010 item #36, amended and approved by the Governor & Executive Council on July 13, 2011 item #11B and amended and approved by the Governor & Executive Council on September 28, 2011 item # 26A.



# State of New Hampshire

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

G+C  
9/28/11  
Item # 26A

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHAR  
Assistant Commissioner  
(603) 271-3203

September 16, 2011

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

9/28/2011

### REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Lease Amendment with the Monadnock Economic Development Corporation, 51 Railroad Street, Suite 101, Keene, NH (Vendor Code No. 156045) to extend the financing, construction and occupancy dates for the design-build construction of the new Keene Courthouse for office and courtroom space to house the Keene District and Cheshire County Superior and Probate Court. The Fifteen (15) year length of term remains un-changed, however the dates for Occupancy and commencement of rental payments shall be revised (Delayed) from February 1, 2013- January 31, 2028 to (Revised) July 1, 2013-June 30, 2028. The total lease amount of \$8,369,510 remains unchanged. The courthouse is to be located on a sub-division at 12 Court Street, Keene, NH and comprised of approximately 49,620 square feet. This Amendment will commence upon Governor & Executive Council approval and expire June 30, 2028. **100% Transfer Funds - transfer from AOC, Rent from Other Agencies.**

Funding is available from account # 01-14-14-141510-2045, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations.

#### 022-500248 Rent to Owners Non State Space

FY 2014 \$ 450,000	FY 2019 \$ 521,673	FY 2024 \$ 604,762
FY 2015 \$ 463,500	FY 2020 \$ 537,324	FY 2025 \$ 622,905
FY 2016 \$ 477,405	FY 2021 \$ 553,443	FY 2026 \$ 641,592
FY 2017 \$ 491,727	FY 2022 \$ 570,047	FY 2027 \$ 660,840
FY 2018 \$ 506,479	FY 2023 \$ 587,148	FY 2028 \$ 680,665

### EXPLANATION

The original fifteen (15) year Lease Agreement was approved by the Governor & Executive Council on December 8, 2010 item #36 and amended and approved by the Governor & Executive Council on July 13, 2011 item #11 B.

# State of New Hampshire

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

282  
7/13/11  
Item # 11B

LINDA M. HODGDON  
Commissioner  
603-271-3301

JOSEPH W. BUDUCHARO  
Assistant Commissioner  
603-271-3204

June 27, 2011

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

## REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Lease Amendment with the Monadnock Economic Development Corporation, 51 Railroad Street, Suite 101, Keene, NH (Vendor Code No. 156045) to extend the financing, construction and occupancy dates for the design-build construction of the new Keene Courthouse for office and courtroom space to house the Keene District and Cheshire County Superior and Probate Court. The Fifteen (15) year length of term remains un-changed, however the dates for Occupancy and commencement of rental payments shall be revised (Delayed) from July 1, 2012 - June 30, 2027 to (Revised) February 1, 2013-January 31, 2028. The total lease amount of \$8,369,510 remains unchanged. The courthouse is to be located on a sub-division at 12 Court Street, Keene, NH and comprised of approximately 49,620 square feet. This Amendment will commence upon Governor & Council approval and expire January 31, 2028. 100% Transfer Funds – transfer from AOC, Rent from Other Agencies.

Funding is available from account # 01-14-14-141510-2045, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations.

### 022-500248 Rent to Owners Non State Space

FY 2014 \$ 187,500	FY 2019 \$ 512,810	FY 2024 \$ 594,487
FY 2015 \$ 455,625	FY 2020 \$ 528,194	FY 2025 \$ 612,322
FY 2016 \$ 469,294	FY 2021 \$ 544,040	FY 2026 \$ 630,671
FY 2017 \$ 483,373	FY 2022 \$ 560,361	FY 2027 \$ 649,512
FY 2018 \$ 497,874	FY 2023 \$ 577,172	FY 2028 \$ 669,100
		FY 2029 \$ 397,055

## EXPLANATION

The original fifteen (15) year Lease Agreement was approved by the Governor & Executive Council on December 8, 2010 item #36.

Approval of this Amendment to the Agreement provides the Landlord with additional time to gain approvals, complete construction, extend the date set for occupancy while simultaneously extending the date set for termination as illustrated in "Exhibit B," in the



# State of New Hampshire

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

*Joseph Bouchard*  
*12/9/10 G+C*  
*Item # 34*

LINDA S. HODGSON  
Commissioner  
(603) 271-3201

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

November 19, 2010

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

## REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a long term lease agreement with Monadnock Development Corporation, Keene, N.H. (VC# 156045) in an amount not to exceed \$8,369,510, for office and courtroom space for the Keene District Court and the Cheshire County Superior and Probate Court. This agreement will be effective December 8, 2010 and will expire June 27, 2027, with rental payments beginning July 1, 2013, contingent upon Governor and Council approval. **100% Transfer Funds - transfer from AOC.**

Funding will be available from account # 01-14-14-141510-2045, Bureau of Court Facilities, contingent upon availability and continued appropriations.

### 022-500248 Rent to Owners Non State Space

FY 2013	\$450,000	FY 2018	\$521,673	FY 2023	\$604,762
FY 2014	\$463,500	FY 2019	\$537,324	FY 2024	\$622,905
FY 2015	\$477,405	FY 2020	\$553,443	FY 2025	\$641,592
FY 2016	\$491,727	FY 2021	\$570,047	FY 2026	\$660,840
FY 2017	\$506,479	FY 2022	\$587,148	FY 2027	\$680,665

## EXPLANATION

The Bureau of Court Facilities wishes to enter into a long term lease agreement providing an initial fifteen-year term with two options to extend. The proposed lease will authorize downtown design-build construction of a new courthouse to be located on a subdivision of 12 Court Street, Keene, NH. The new building will provide approximately 49,620 square feet of space, of which 19,323 will be lower level parking and public entrance/security screening areas, while the remaining 30,297 square feet will provide two floors of office and courtroom areas.

The rental payments will begin July 1, 2012 and expire on June 27, 2027. The attached agreement contains two five-year options for extension after the initial agreement has expired.

His Excellency, Governor John H. Lynch  
And the Honorable Council  
November 19, 2010  
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The total cost of the fifteen year agreement shall not exceed \$8,369,510 while the first five year option to extend shall not exceed \$3,722,157 and the second five year option to extend shall not exceed \$4,315,001.

The proposed building and lease will replace the current 32,545 square foot Cheshire County Superior & Probate Courts and the current 4,586 square foot Keene District Court, it will maximize shared use efficiencies by housing the district, superior and the probate courts in one building, and providing courtrooms and other inter-functional areas for shared rather than exclusive use. The combined efforts and cooperation of the Monadnock Development Corporation, the City of Keene, Cheshire County and State of New Hampshire have made this multi-court complex project feasible.

The existing Keene District Court, located on the second floor of the City Hall has been deemed inadequate and is facing non-accreditation because of its high security risk. The current Superior & Probate Court facility is one of the State's most expensive courthouse leases and yet the functionality is problematical and inefficient with a design that is considered poor by today's courthouse accreditation standards. These deficiencies cannot be addressed through renovation due to existing restrictive building conditions making new construction the most viable option.

There are no current or long-term plans to move the Keene District Court or the Cheshire County Superior & Probate Court into any State owned facility or to another community, therefore the Department initiated two Requests for Proposals (RFP) space searches over the past 16 months. The first July 17, 2009 space search procured two letters of interest offering improved leasehold Court space however initial negotiations revealed certain specifications in the RFP would need adjustment, therefore a second RFP was undertaken January 15, 2010. The same parties, Monadnock Development Corporation and Kiritsy, LLC, who responded to the first RFP responded again with letters of interest offering viable sites, therefore design development was undertaken resulting in both parties offering fifteen year lease proposals.

Monadnock Development Corporation offered a fifteen year modified gross (including all costs other than janitorial services) lease with two options for the Tenant to extend the term an addition five years in a building to be constructed in downtown Keene on a subdivision of 12 Court Street; the initial annual rent was offered at \$450,000 (\$9.07 per square foot) escalating approximately 3% annually thereafter totaling \$8,369,510.00 for the fifteen year term. Kiritsy LLC offered a fifteen year triple net lease (operating costs, management fees, utility and janitorial services an additional cost to the Tenant) in a building to be constructed slightly out of Keene at 268 West Street; the initial base rent was offered at \$450,000 however once estimated "triple net costs" were calculated the initial annual cost was estimated as \$691,000 (\$24.68 per square foot) with rent escalating 2.41% annually thereafter for a fifteen year estimated total cost of \$13,265,104.24. The Monadnock Development Corporation proposal was pursued due to its comparatively low cost and support of smart growth initiatives.

The Monadnock lease rate is structured as a modified gross lease, therefore the Bureau of Court Facilities will be responsible only for the cost of janitorial services, to be provided by part time in house staff, and estimated to cost \$32,913.00 year one which adds approximately \$

His Excellency, Governor John H. Lynch  
And the Honorable Council  
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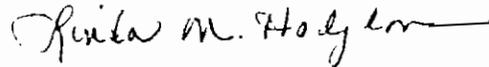
.66 per square foot to the \$9.07 initial lease rate, resulting in a first year full gross lease rate of \$9.73 per square foot. The first year of rent will be equal to the combined current lease amounts for the Keene District Court, the Cheshire County Superior Court and Cheshire County Probate Court. See "Attachment A" for disclosure of the 15 year plus 2 extension rental schedule.

As part of this lease agreement a special provision (Exhibit E paragraph 3.5.2) makes commencement of the contractual effective date contingent not only upon receipt of all required State of New Hampshire approvals, but also upon the Landlord obtaining investor approval, receipt of project financing, issuance of Federal "New Market Tax Credits" for the project, County land transfer and City of Keene Planning Board approval. Preliminary applications have been made; however the Landlord cannot obtain final receipt and issuance until after the Agreement obtains all required State authorization.

In accordance with RSA 4:39-b, the Long Range Capital Planning and Utilization Committee approved the agreement at their meeting held on November 15, 2010.

The Office of the Attorney General has reviewed and approved this lease agreement.

Respectfully submitted,



Linda M. Hodgdon  
Commissioner





L.RCP 10-070

JEFFRY A. PATTISON  
Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

JACK W. DEANIS, CPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

RICHARD J. MATHIAS, CPA  
Director, Audit Division  
(603) 271-2785

November 22, 2010

Linda M. Hodgdon, Commissioner  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, on November 15, 2010 **amended** and approved, pursuant to the provisions of RSA 4:39-b, the request from the Department of Administrative Services, Bureau of Court Facilities, to enter into a fifteen (15) year lease agreement with Monadnock Development Corporation, of Keene, New Hampshire, in an amount not to exceed \$8,369,510, for space to be provided on the first, second and third floors, totaling approximately 49,620 square feet, of a new building to be constructed on a subdivided lot located at 12 Court Street, Keene, effective December 8, 2010 with occupancy and rental commencing eighteen months thereafter on July 1, 2012, expiring June 30, 2027, with options for two (2) five-year lease extensions, as specified by the Department in the request dated November 4, 2010, **approved with the reassurance that the Keene City Council minutes pertaining to this property, including the roll call vote reflecting full unanimous community and county delegation positive agreement and support, be attached to the lease agreement.**

Sincerely,

Jeffry A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment



06/21/2010

Pursuant to Section 2 of the Rules of Order, a special meeting of the City Council and the Cheshire County Commissioners and Legislative Delegation was held Monday, June 21, 2010, for the purpose of receiving information about the proposed new court facility on county-owned land in downtown Keene, next to the current Superior Court building. The Mayor called the meeting to order and asked that the Clerk read the notice of the meeting. Roll called of the Keene City Council: Charles H. Redfern, Terry M. Clark, Kendall W. Lane, Randy L. Filiault, Nathaniel M. Stout, James P. Duffy, Janis O. Manwaring, Pamela Russell Slack, Kris E. Roberts, Mitchell H. Greenwald, June M. Donegan, Ruth R. Venezia, Cynthia C. Georgina and Philip M. Jones were present. David C. Richards and Philip M. Jones were absent. Roll called of the Cheshire County Delegation: Daniel Eaton, Barbara Richardson, Tim Robertson, Peter Allen, Susan Emerson, Suzanne Butcher, William Butynski, Bonnie Mitchell, Kris Roberts, Jane Johnson, David Meader and Daniel Carr were present. Susan Emerson, Delmar Burridge and Steve Lindsey entered late. John Hunt, Charles Weed, Henry Parkhurst, Gus Lerandean, Lucy Weber, Tara Sad, Nancy Carlson, John Laurent and Franklin Sterling weren't present. Roll called of County Commissioners: Roger Zerba, Stillman Rogers and Jack Pratt.

Mayor Pregent thanked everyone for coming and then introduced the head table which included: Bonnie Mitchell, Chair of the Cheshire County Delegation; Stillman Rogers, Chair of the County Commissioners, Attorney Douglas Green, Chair of the District Court Task Force, John MacLean, City Manager, Jack Wozmak, Cheshire County Administrator, Ray Gioliotto from the Architectural Firm of Bianco/Gioliotto/Weston Architects and Jack Dugan, Executive Director of the Monadnock Economic Development Corporation. The Mayor introduced several other people who were sitting amongst the public: the Honorable Edwin W. Kelly of District and Family Court, the Honorable David D. King of Probate Court and Steve Lorentzen, Administrator of the Bureau of Court Facilities in the Department of Administrative Services and then recognized introductory comments from the head table.

Chair of the Cheshire County Delegation Bonnie Mitchell stated there are issues with the Courthouse and a lot of work has gone into the beginning of a long road. She asked the attendees to listen to all the facts and stated she hopes they will support a motion that will be made to move forward to looking for a solution to this problem.

County Commissioner Stillman Rogers stated this is an important meeting for all of Cheshire County and the location of the Courthouse in Keene is critical to the people of this County. He continued it is important that they deal with this proposal expeditiously so that they can continue with the financing system they have. He stated the important element for the County and the City is that the construction of the building not be at the taxpayer's expense and they seem to have arrived at this point. He continued he had a brief discussion with the Chief Justice and based on their discussion, it is his impression that the key people who must sign off on this project have seen the plans and are in approval.

Attorney Douglas Green stated the news on this issue came out in January 2009 and at the time there was a lot of concern about the possibility of Keene District Court either

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closing or moving to Jaffrey. He continued he, Attorney Peter Heed, and other lawyers expressed their concerns at the joint meeting of the City Council and the County Delegation and at that meeting, there was near unanimous support to keep the court facilities in Keene and the county seat in the center of Cheshire County. He stated Senator Molly Kelly approached him and suggested they set up a task force to evaluate, discuss and recommend possible sites. The Task Force was comprised of Senator Kelly, Attorney Green from the Cheshire County Bar Association, Registrar of Probate, Clerks of the Keene District Court, the Superior Court, the Sheriff, County Attorney, the Mayor, the City Manager, the County Commissioners, the County Administrator, the Keene Chamber of Commerce, members of the City Council and members of the County Delegation. Attorney Green stated the task force met for 16 months and they met with Chief Justice John Broderick, Judge Kelly, the Administrative Judge of the District and Family Court, and many others.

Attorney Green stated when the process started there wasn't money in the State budget so they had to look for funding. He continued they were faced with the conditions in the building of Keene District Court and the concerns of Chief Justice Broderick about the inadequacy of this facility to provide a proper forum for people to come before the Court. He continued the U.S. Marshalls conducted an audit and expressed their concerns about inadequate security and what measures should be taken to correct this. Attorney Green stated in June 2009, the State put out an RFP for a new Keene District Court or for a new facility that would house the District Court, Superior Court, Probate Court and Family Court. Currently, Keene doesn't have a Family Court.

Attorney Green stated the Task Force supports the Courthouse Project which is adjacent to the existing Courthouse facility. It would be located above the existing parking lot of the Court. He thanked the members of the Task Force for their hard work.

Cheshire County Administrator Jack Wozmak stated the goal is to report back on their progress and to give a presentation on what the building may look like. He continued since 1998, they thought that the courthouse should remain downtown and the City and the County funded a study to do this but the timing wasn't right. He stated they have the opportunity now due to the funding and this could be a once in a lifetime opportunity to have a courthouse that will hold all the facilities in an affordable way. He continued they have had a lot of help including donated architectural services. He stated they hope to receive support to move as quickly as possible on this.

City Manager John MacLean stated the City has been working with the County and they are pleased with the Cheshire County Commissioners for all their support with this effort. He continued he has been keeping the City Council apprised of these activities and the City Council has demonstrated their interest and support for this project. He stated this is the point they must make sure they understand how the financing impacts the project and what kind of project they will have. He continued after they have heard from the Raymond Giolitto, the architect, and Jack Dugan of MEDC on the financing, he believes they will see how this is a once-in-a-lifetime opportunity. He expressed the City's appreciation for the Delegation and the County's support and interest in this project.

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The PowerPoint presentation began with an aerial view of the existing County Courthouse. He stated the program was developed as part of the RFP and they have done various floor plan studies and revisions while communicating with the State. He continued at this point, the State is happy with the plan as is MEDC and the County Commissioner's office.

Mr. Gioliotto reviewed the first level floor plan with Winter Street on the bottom, Middle Street on the left and Center Street at the top with the outline on the right representing the Court annex. There are 38 parking spaces with two separate entrances to get in and out. Each of the entrances is secure and will have an automatic roll-up door with either a proximity device or card swipe. There are openings in the walls to ventilate fumes and there is secure screening. Staff and judges would enter off the parking area into a secure elevator. Prisoners and detainees would be brought onto Center Street into a sally port, which is a secure garage. They would be brought through a corridor to cells and a place where they would be fingerprinted and registered by Marshalls before they are brought up to the court levels. The public will access the Courthouse from the southeast through a vestibule, security station, metal detector; they would then use the stairway or elevator.

The first level is for District Court. The first large courtroom is the arraignment/assembly court room and on the left is the juvenile hearing room. There is a series of conference rooms off the lobby. There are file rooms on the left with access for the public and access to reference transactions and a secure area where records can be viewed. Staff and Court officials would come up the elevator to a secure rear corridor to various offices and there would be secure access to each court room. Detainees would also come up the elevator. There are two holding rooms with security glass windows where detainees can speak to their attorneys. They would also have secure access into the courtrooms.

Superior Court will be on the upper floor. The first court room is the jury court room with a large hearing room to the left of this. There is an area for staff, files and records, and a probate file review room, public access to records, a series of conference rooms, a secure corridor for detainees with attorney access privileges, a secure access into the court room and at the back a secure corridor for court personnel to have access to the judge's bench.

Mr. Gioliotto stated the objective for the building is to have a civic structure. There were drawings of the historic courthouse and the annex, the new building which is three stories with a large entryway. There was a view from the left looking down Winter Street 100 feet, a bird's eye view from the southwest back to the south elevation of the building and then the west elevation. He pointed out that the parking lot is larger than the building itself along Center Street.

Executive Director of MEDC Jack Dugan stated they had been told by the State from the beginning that the most the State would be able to pay was \$450,000 per year in total lease payments. He stated the \$450,000 per year includes all the expenses related to operating and maintaining the property. This includes heat, electricity, janitorial services, and taxes. He stated these expenses will total approximately \$200,000-\$250,000 per year.

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Mr. Dugan stated the challenge is how to use the remaining \$200,000 per year to pay for a \$10 million courthouse. He continued through combining several difference sources of funding they have a solution that they are confident will work. They plan to combine New Market Tax Credits, tax increment financing, investment of the existing site and a bond/bank loan to keep the debt service below \$200,000 per year.

Mr. Dugan stated locating the site in the parking lot of Winter Street is important in obtaining the New Market Tax Credits. He explained it is a Federal program which is intended to bring redevelopment to low income census tracts and to accomplish this, the Federal government offers a 39% Federal tax credit on the total project cost.

Mr. Dugan stated the proposed site on Winter Street happens to be in one of two relatively small low income census tracts that exist in the City. He continued they are both on the west side of Main Street and as they looked behind the designation to the specific percentages as to how they qualify as low income census tracts, they both just barely squeak by. He stated they are concerned that when the 2010 census results are released, this program may not be available and there is a small window of opportunity.

Mr. Dugan explained that Tax Increment Financing is a mechanism that the City has used in cooperation with MEDC for several major development projects. He continued all of the taxes generated from a new project within a tax increment financing district can be used to service debt and cover expenses for infrastructure to support an important community project. He stated the proposed site on Winter Street is currently not generating any taxes and it is a parking lot used by the County and others. He continued this proposal calls for the use of new taxes. This facility will pay property taxes because it is owned by a for-profit subsidiary of MEDC and leased to the State.

Mr. Dugan stated those new property taxes would be used to cover the expenses of the Tax Increment Bond used to build the garage on the bottom level. He continued when and if the project is sold by MEDC or by a fully owned subsidiary, whoever buys it will continue to pay taxes. He continued if the property is ever sold to a not-for-profit entity, the financial transaction must include paying off the TIF bonds so that the City remains whole.

Mr. Dugan stated the county owns the land and they are proposing the county invest in the project. He continued this is important because with the New Market Tax credits, they can generate 39% of tax credits from the value attributed to the land site. He explained this would bring down the total amount they would have to borrow and when and if the project is sold, they would expect the value of the land to be recouped.

Mr. Dugan stated under the New Market Tax Credit, they are required to find a lender or structure the bond so that it must be interest only for the first seven years of the project. He continued it would be approximately at a 4.5% rate and in year eight, the loan starts to amortize and the principal and interest begins to be paid.

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Mr. Dugan summarized where the sources of money come from. They are attributing a \$1 million value to the land and a \$2 million value to the parking garage. They will have to borrow \$4.3 million. He stated the sale of the tax credits based on a \$10 million project will net about \$2.7 million as equity into the project. He continued it is all pooled in an entity called a qualified equity investment.

Mr. Dugan reviewed the funding structure. He stated the investor's return is limited to the benefits derived from the New Market Tax Credits. He explained they buy tax credits equaling to 39% of the total project and they buy them for a discount. He continued over a seven year period that they hold the tax credits, they are able to generate a decent rate of return on their investment. He stated the average rate is .65¢ on a dollar for each dollar of tax base that they purchase. He continued through tax increment financing, the garage is paid by the new taxes generated from the new courthouse project.

Mr. Dugan stated there are no taxes now going into the first floor to support the parking structure so there is no net gain on taxes but there is no loss either. He continued the land remains in the project until the property is sold. He stated the bond/loan is interest-only for seven years.

Mr. Dugan concluded that we can build a new courthouse in downtown Keene within the confines that were spelled out from the beginning which is \$450,000 per year in lease payments. He stated they are excited about the prospect of building a beautiful building. He continued they think it is an economic development engine for downtown.

The Mayor opened the meeting for general questions and answers. Mr. Wozmak read excerpts of a letter addressed to Cheshire County Delegation, Cheshire County Commissioners, the Keene City Council and Task Force members from Judge Edward J. Burke dated June 21, 2010. He asked that the letter be added into the record.

*"I am writing to offer my thoughts on the two proposals for a new courthouse that are being discussed at tonight's meeting. I regret that I am unable to attend. When I first became aware of the specifications for a four-court facility, I was very much opposed, predominantly on the basis of square footage – not enough, in my opinion. After much further consideration, and while each proposal has its own attributes and shortcomings, I can support either. When I was first aware that the State was considering a two-court building to house district and family court, models from courthouses recently built around the State had square footages that approached that of the Keene proposals. For that reason only, I did not feel that a four-court facility – district and family, plus superior and probate would work here in the 25,000 – 30,000 square foot range.*

*When the floor plans were developed, however, and after lengthy meetings with the various clerks of court and the State's representatives from Administrative Services to discuss, critique and modify those plans, I saw how the buildings could work. There are, to be sure, differences between what our four-court facility would have for space, amenities, and the like, and what an ideal facility would provide. For example, the lack of a jury assembly room can complicate things for a clerk on jury selection day. But after discussing these issues, I think they can be resolved with careful and cooperative scheduling.*

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*Keeping in mind that I am the presiding justice in Keene District Court, I also have somewhat provincial reasons for endorsing the plans on the table. I will address those reasons below, but first a brief historical perspective: Over a year ago, a local task force was created in response to the State's proposal to take some court functions from Keene and move them to Jaffrey-Peterborough District Court, perhaps creating a Family Division there. (Cheshire County and parts of Hillsborough County are the only parts of the State that have not opened a family division, which takes various family and juvenile matters now heard in the Superior, District, and Probate Courts, and consolidates them into one court). Meanwhile, however, the enduring and significant problems of my court were persisting. The fact that the task force, as its function evolved, is mindful of those problems is welcomed and appropriate.*

*In the meantime, however, last September the State's Judicial Accreditation Commission declared my court "un-accredited." This has never been done before. The reasons are totally understandable. The security issues are rife and all but insurmountable. Persons are allowed to walk up to the service window and deal face-to-face with our staff without ever being examined for weapons. (I am obviously not about to list any more specific security issues in a public statement. Rest assured that they are considerable.) The staff work in such cramped quarters with such limited personal work space it is remarkable that they do not all quit. And, as grateful as we are to our landlord, a court should never share space with anyone.*

*I do not want to preside over such a situation any longer than necessary, and if a solution to my court's problems can not be achieved in the near future, I believe it is most likely the State will return to its original position of moving some functions from Keene to Jaffrey. This could very well result in moving my court into the County's building, an undesirable result.*

*So here is why I, in my role as a district court judge, like the new proposals. The courtroom space is sufficient and also appears to be a real courtroom that reflects the dignity of the citizens who use it and the proceedings that take place within it. Staff work areas are sufficient and respectful of our employees. The security is a universe away from what we have now. Imagining ourselves in one of these new facilities brings a smile to my face.*

*All that being said, I have reservations about each proposal. I worry about the parking in the downtown case, as well as the inconvenience to the work of the Superior and Probate Courts during construction. On the other hand, while the Krif Road proposal has ample parking, I am concerned with our litigants' ability to get to us for their hearings. Both places would benefit from an additional 600 square feet or so for a secure assembly area. On balance, I support the proposals. I again apologize for not being present. Anyone who wants to discuss this further with me, please call the court at 352-2559 and I will make the time to see you. Edward J. Burke, Presiding Justice, Keene District Court"*

State Representative Tim Robertson of Keene stated no one believes that the court should remain downtown more than him but there are almost 90 parking spaces there now and when they get through building the project, there will be 31 spaces. He continued those 31 spaces will all be for staff and the staff space is double what it is today. He stated he can picture heading down there with his grandson who has a court date and there not being a space within a mile. He continued Keene continues to build buildings in downtown and if they build a building it needs to supply enough parking spaces to service that building not just the staff but customers.

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Representative Robertson stated they are going to have a disaster on their hands because they have taken spaces away from the Vernon Street parking lot and spaces away from the Railroad property. He continued the key to a healthy downtown is having a place where the customers can go in and out of businesses. He stated he is a building owner in downtown and he doesn't have problems getting tenants but eventually if his tenants can't service their customers, his building will be empty which won't be good for the City. He continued when they triple the amount of offices on this space and then cut parking by 60%, it doesn't measure up.

The City Manager responded the City Council has been concerned about downtown parking and they have authorized a parking study which is presently being conducted. He continued the study will be coming back in the next 30-45 days. The study looks at all the previous studies and work done by the City. He stated they also have a significant tax increment financing district created downtown for this purpose. He continued using the new increment that has been created on the Railroad property by MEDC, the City will use that increment to offset road improvements and probably several small parking structures in various quadrants of the downtown. The City Manager stated in addition to this, any negotiation between the City and the County relative to the Latchis Theatre property, which lends itself to removing the Latchis Theatre and creating surface parking in the interim with the long term goal of creating a parking deck in that location will be discussed.

State Representative Suzanne Butcher of Keene stated she hopes when considering parking, the study will look at public transportation as a way to ease the need for parking. She noted that the second and third floors were set back while the parking covers the full block and asked if this was done to keep the price down and reduce the square footage. She stated it sounds like this is enough parking but barely and that hopefully in the future, they will be reducing the need for judicial services. Mr. Gioliotto responded the program they received, along with historical data, is a similar program to the District Court in Jaffrey and the central issue is what both courts need to run their operations. He noted that Ms. Butcher was correct that it is based on dollars but the State would not accept the project unless they met the square footage and the square footage they have in the building is above what was in the program.

Councilor Duffy asked how energy efficient the current design was. Mr. Gioliotto responded part of the RFP requires a percentage over and above the NH energy code that they needed to meet and they have discussed exceeding this as they get into the design. Mr. Dugan stated when there is a gross lease like this, utilities are included in the lease and it will be goal to make it as energy efficient as possible.

State Representative Dan Eaton of Stoddard stated he was on the Delegation when the existing court house was done and at the time, they thought it was going to last for 50 years and they haven't made it. He asked if in this construction the design was based in a fashion that 25 years from now they are able go up a floor or expand. Mr. Gioliotto responded presently they haven't gotten into the structure but it isn't that expensive to upgrade and they can look at it. Representative Eaton asked if the value of the land was

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based on the time of construction or the time of sale. Mr. Wozmak responded the plan is to treat it as an investment and to approach the value at the time of sale.

Councilor Venezia stated when reviewing the plans it appears that the judge and the prisoners will be using the same elevator. She asked if this was correct. Mr. Gioliotto responded this was correct and it isn't unlike what happens now and when a Marshall goes into an elevator with a prisoner, the elevator is locked out so that no staff or judge can access the elevator.

Councilor Stout asked what they are looking at in terms of funding and construction time wise. Mr. Dugan responded the State received two proposals with this being one of them. They will be meeting with officials from the State within the next 30 days. He continued once they receive approval, there is a standard lease at the State office and they have already secured an allocation of the New Market Tax Credits and they have money set aside to borrow for this project. Mr. Dugan stated what they are voting on tonight will allow these negotiations to take place. He continued this could take a couple of months and their goal is to close financing before the end of the calendar year of 2010 and to begin construction next spring.

Councilor Clark stated this project has a stand alone value of \$10 million and the existing structure will be re-arranged. He asked if there will be any need for renovation costs for the current structure. Mr. Wozmak responded there will be and it is their intention to design a renovation in the least expensive way possible.

Councilor Redfern stated Mr. Dugan referred to Administrative Services receiving two proposals and asked if this is a competitive proposal. Mr. Dugan responded in the affirmative and stated the other proposal was in Keene but not in the downtown.

Councilor Lane asked if it was proposed that the Probate Court stay where it currently exists. Mr. Gioliotto responded Probate Court is proposed for the new building and there is a hearing room on the third floor. Councilor Lane asked if the loan portion was \$4.3 million at 4.5%. Mr. Dugan responded in the affirmative. Councilor Lane asked what the actual amortization cost was to which Mr. Dugan responded it is interest only for the first seven years and it will be just under \$200,000 (4.5% of \$4.3 million). Councilor Lane stated there is \$250,000 towards the operating expenses and asked if there was any wiggle room if the expenses come in higher than anticipated. Mr. Dugan responded in the positive and stated MEDC would have to subsidize it and if they are successful in designing an energy efficient building and managing it, their goal would be to reduce the operating costs they are responsible for. Councilor Lane stated MEDC is highly leveraged. Mr. Dugan responded MEDC is not that highly leveraged because over the years they have been able to bring tens of millions of dollars through community development block grants and other forms of equity. He stated they don't want to be in that type of a position and if they are able to bring the project in under \$10 million and bring down the operating costs, it will give them breathing room but they are comfortable with where it stands right now.

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State Representative Dan Carr asked what the timeline was on the loan and who will be the ultimate owner. Mr. Dugan responded in order to make the New Market Tax Credit structure work, MEDC must create a totally owned subsidiary for profit which they have done with a lot of their projects. He continued typically it is a for-profit LLC but it doesn't limit the responsibility and exposure to MEDC as far as the \$4.3 million loan and ultimately the owner of the property is the LLC going through MEDC who would be responsible.

Representative Robertson asked if they looked at constructing a 2-3 story parking garage which would bring in \$10,000 per month in parking fees. Mr. Giolitto responded they had not looked at this because they are trying to satisfy the program presented by the State which was for 38 cars. He stated in-between these two buildings, there is a generator and oil tank that need to be moved but they also need a way to get into the parking structure. He continued they have discussed a way of connecting the two buildings at some point and this must also be considered. Mr. Robertson stated it would be easy to put the secure prisoner out onto Center Street but it would serve the other purpose taking care of the huge amount of parking that will be generated. He continued the City of Concord just built a huge parking garage that goes up 3-5 stories and Keene is similar in size to Concord. He stated it is wonderful if a city has a bus or subway system but Keene doesn't have that.

Judge Kelly from District Court and Family stated that someone had commented the design looks tight and that there may be a need for more space. He continued they have worked closely with the County and architect to come up with a plan. He continued the reality is that they can't look at courtrooms as separate rooms and it is unlikely that all four spaces would be used at one time. He stated what may seem tight is very useable with proper administration and they need to leave the parking to the City. He continued they are pleased with the plan that has been developed.

State Representative Peter Allen made the following motion which was seconded by State Representative Eaton.

On a 13-0 vote, the County Convention approves the use of county-owned land for the construction of a new court facility next to the current Superior Court building provided that agreeable terms and conditions are negotiated between the County, the City of Keene and the Developer and, if approved by the Commissioners, that the Delegation then review said terms and conditions for final approval, and, further, that county staff are authorized to continued working on the downtown court building project with all due speed and diligence to achieve a successful outcome in the shortest period of time. A roll call vote was taken: Representative Eaton, Representative Richardson, Representative Robertson, Representative Emerson, Representative Allen, Representative Butcher, Representative Butynski, Representative Mitchell, Representative Roberts, Representative Burrige, Representative Johnson, Representative Meader, and Representative Carr voting in favor. Representations Hunt, Weed, Parkhurst, Leraudeau, Butterworth, Weber, Sad, Carlson, Laurent and Sterling were absent.

June 21, 2010

County Commissioner John Pratt made the following motion which was seconded by County Commissioner Clerk Roger Zerba.

On a roll call vote of 3-0, the County Commissioners approves the use of county-owned land for the construction of a new court facility next to the current Superior Court building provided that agreeable terms and conditions are negotiated between the County, the City of Keene and the Developer and, if approved by the Commissioners, that the Delegation then review said terms and conditions for final approval, and, further, that county staff are authorized to continued working on the downtown court building project with all due speed and diligence to achieve a successful outcome in the shortest period of time. A roll call was taken with Commissioner Pratt, Commissioner Rogers and Commissioner Zerba voting in favor.

Councilor Georgina made the following motion which was seconded by Councilor Duffy.

On a roll call vote of 13-0, the City Councilors authorized the City Manager to negotiate with the interested parties all things necessary in support of the proposed new court facility on county-owned land in downtown Keene next to the current Superior Court building. A roll call was taken: Councilor Redfern, Councilor Clark, Councilor Lane, Councilor Filiault, Councilor Stout, Councilor Duffy, Councilor Manwaring, Councilor Slack, Councilor Roberts, Councilor Greenwald, Councilor Donegan, Councilor Venezia, and Councilor Georgina voting in favor. Councilors Richards and Jones were absent.

At 8:10 pm the meeting was adjourned.

A true record, attest:

Bettina Chadbourne,  
City of Keene  
Minute Taker

State of New Hampshire  
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**ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:**

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

**SUPPLEMENTAL DOCUMENTATION REQUIRED FOR SUBMITTAL FOR FINAL APPROVALS:**

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



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

1. Parties to the Lease:

This indenture of Lease is made this 1ST day of NOVEMBER, by the following parties:

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

Name: Monadnock Economic Development Corporation

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 51 Railroad Street, Suite 101

Street Address (principal place of business)

Keene NH 03431 (603) 352-4939  
City State Zip Telephone number

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

Department Name: Administrative Services, Bureau of Court Facilities

Address: State House Annex, Rm. 420, 25 Capitol Street

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

Concord NH 03301 (603) 271-1143  
City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: Subdivision of tax map lot 001-02-001-0000, current parking lot of 12 Court St.

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

Keene NH 03431  
City State Zip

The demise of the premises consists of: approximately 49,620 square feet of office and parking deck space  
(provide square footage of the leased space, attach floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

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

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

Commencing on the 8<sup>th</sup> day of December, in the year 2010, and ending on the 30th day of June, in the year 2027, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 15 year(s) commencing on the 1st day of July, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: [Signature]  
Date: 11/11/2010

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

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

**3.4 Extension of Term:** The Tenant shall have the option to extend the Term for *(number of options)* Two (2) Additional term(s) of Five (5) year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

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

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:  
*(insert month, date and year)* July 1<sup>st</sup> 2012

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

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

Landlord Initials: DP  
Date: 11/1/2010

5. **Conditional Obligation of the State:** See Exhibit E for replacement text

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

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

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

**OR:**

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

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

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

Landlord Initials: SD  
Date: 11/1/2016

**6.3 Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:

Provision of a Court facility for services to the City of Keene and surrounding regions.

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

**8. Maintenance and Repair by the Landlord:**

**8.1 General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

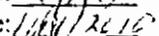
**8.2 Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the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

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

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

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

Landlord Initials: 

Date: 

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

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

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

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

**8.8 Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

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

Landlord Initials: DD  
Date: 11/01/2010

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

OR:

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

**8.12 Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

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

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent plans, specifications and schedules, which shall be attached to and made a part of the Agreement herein as Exhibit D.

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

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

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

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

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

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

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's schematic and design intent specifications and plans set forth and/or attached hereto as Exhibit D. It shall be the Landlord's responsibility to provide any and all construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamps, and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

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

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

10.2 **Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

See Exhibit E for text replacing 10.3 below

10.3 **Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** ~~If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its option:~~

~~A) Termination of Lease: Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or~~

~~B) Occupancy of Premises "As Is": Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or~~

~~C) Completion of Improvements by Tenant: Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be effect and withheld against the rent to be paid hereunder; or~~

~~D) Delay Occupancy: The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number of years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.~~

11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: 

Date: 11/21/2010

13. **Inspectinn:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

See Exhibit E for text replacing 14 below

14. **Assignment and Sublease:** ~~This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.~~

See Exhibit E for text modifying 15 below

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

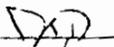
**15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes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

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

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

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

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

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contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

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

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

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

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

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

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

**18.2 Landlord's Default; Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

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

Landlord Initials: SD  
Date: 11/17/2016

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

**20. Hazardous Substances:**

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

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

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

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

**20.5 Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: SPD  
Date: 11/1/2010

21. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

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

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name:     Matt Holian      
Title:     Vice President      
Address:     39 Central Square, Keene NH 03431     Phone:     (603) 271-3936      
Email Address:     mholian@monadnock-development.org    

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

**TENANT'S CONTACT PERSON:**

Name:     Sarah Lineberry      
Title:     Program Specialist      
Address:     25 Capitol Street, Room 420, Concord NH 03301     Phone:     (603) 271-3936      
Email Address:     Sarah.lineberry@nh.gov    

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

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

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

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

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

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

Landlord Initials:     D.C.      
Date:     11/07/2010

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

**26. Personnel:**

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

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

**28. Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

Landlord Initials: NYC  
Date: 11/12/11

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

TENANT: The State of New Hampshire, acting through its' Department of Administrative Services, Bureau of Court Facilities

Authorized by: (full name and title) Linda M. Hodgdon, Commissioner

LANDLORD: (full name of corporation, LLC or individual) MONADNOCK ECONOMIC DEVELOPMENT CORPORATION

Authorized by: (full name and title) [Signature] Signature

Print: JOHN F. DUGAN, PRES Name & Title

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

OF: New Hampshire COUNTY OF: Cheshire

UPON THIS DATE (insert full date) November 2, 2010, appeared before

me (print full name of notary) Angela M. Peloguin the undersigned officer personally

appeared (insert Landlord's signature) [Signature]

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

MONADNOCK ECONOMIC DEVELOPMENT CORPORATION and that as such

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

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



APPROVALS:

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

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

Approval date: 11-9-10

Approving Attorney: Rosemary Wiant

Approved by the Governor and Executive Council:

Approval date: DEC 08 2010

Signature of the Deputy Secretary of State: [Signature]

Landlord Initials: [Signature]  
Date: 11/2/2010

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

**EXHIBIT A  
DEMISE OF TENANT PREMISES**

**Part I Floor Plan of the Demised Premises:** *insert or attach hereto an accurate architecturally drafted floor plan(s) of the Premises. Illustrate and/or note within the plans the extent of the premises designated for the Tenant's exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plan(s) shall include depiction of the location of the Premises within the building to which it is a part, depiction of public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference, or reception spaces.*

1. The Tenants demised premises shall be comprised of approximately 49,620 square feet of space provided on three levels of a new building which shall be constructed in conformance with the Tenant's specifications set forth in "Exhibit D" herein.
2. The layout of the demised premises shall be as shown in the following attached plans titled:
  - a. Exhibit A, Lower Level (1<sup>st</sup> floor) which is comprised of approx. 19,323 square feet of parking, security and detention centers, and the public entry to the Premises.
  - b. Exhibit A, Middle Floor (2<sup>nd</sup> floor) which is comprised of approx. 15,166 square feet of court, office, public waiting, circulation and mechanical space.
  - c. Exhibit A, Top Floor (3<sup>rd</sup> floor) which is comprised of approx. 15,131 square feet of court, office, public waiting, circulation and mechanical space.

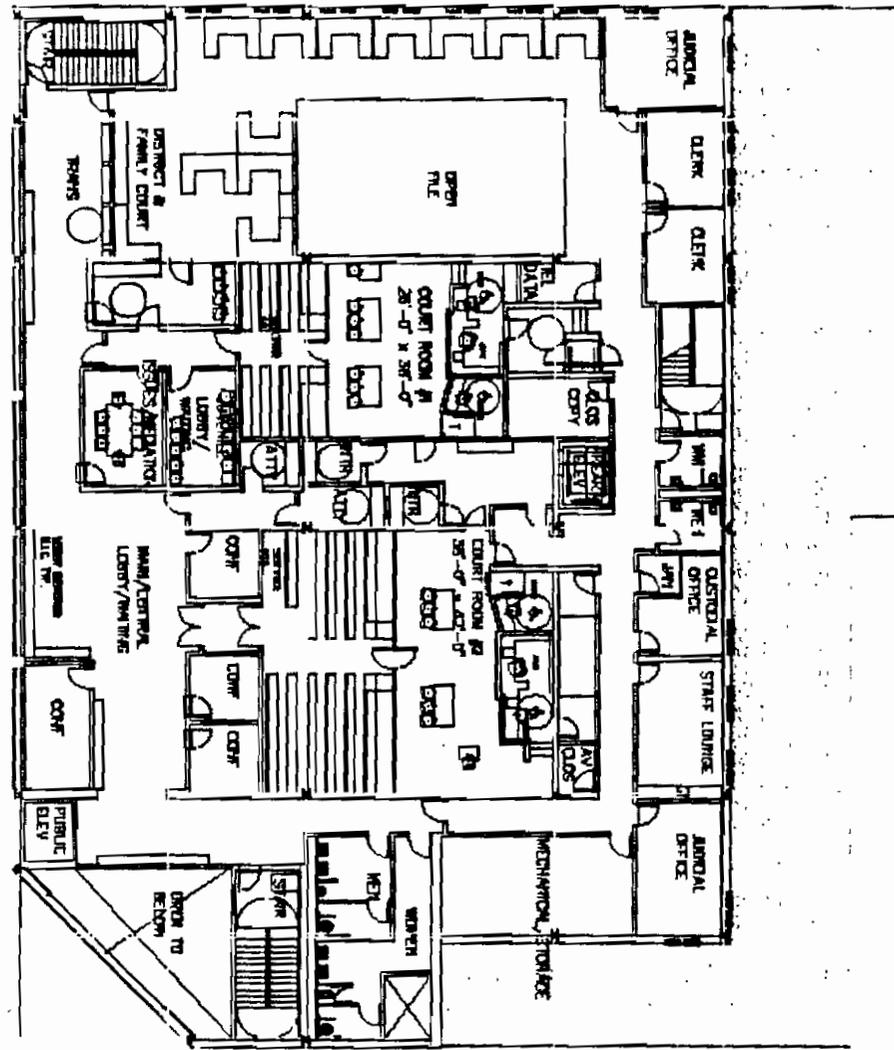
**Part II Parking Layout:** *attach hereto a site plan, sketch or detailed description of any parking areas designated for the use of the Tenant during the Term herein. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirements for the Premises and/or the building to which the Premises is a part.*

The Tenant shall have use of all Lower Level interior parking deck spaces in the Premises; said use shall be limited to staff use only, with use by the public and/or visitors precluded. Notwithstanding the foregoing the Tenant shall have the right to offer a certain limited number of the Lower Level parking spaces to Cheshire County for use by their staff.

Landlord Initials: *SD*  
Date: *11/01/2016*



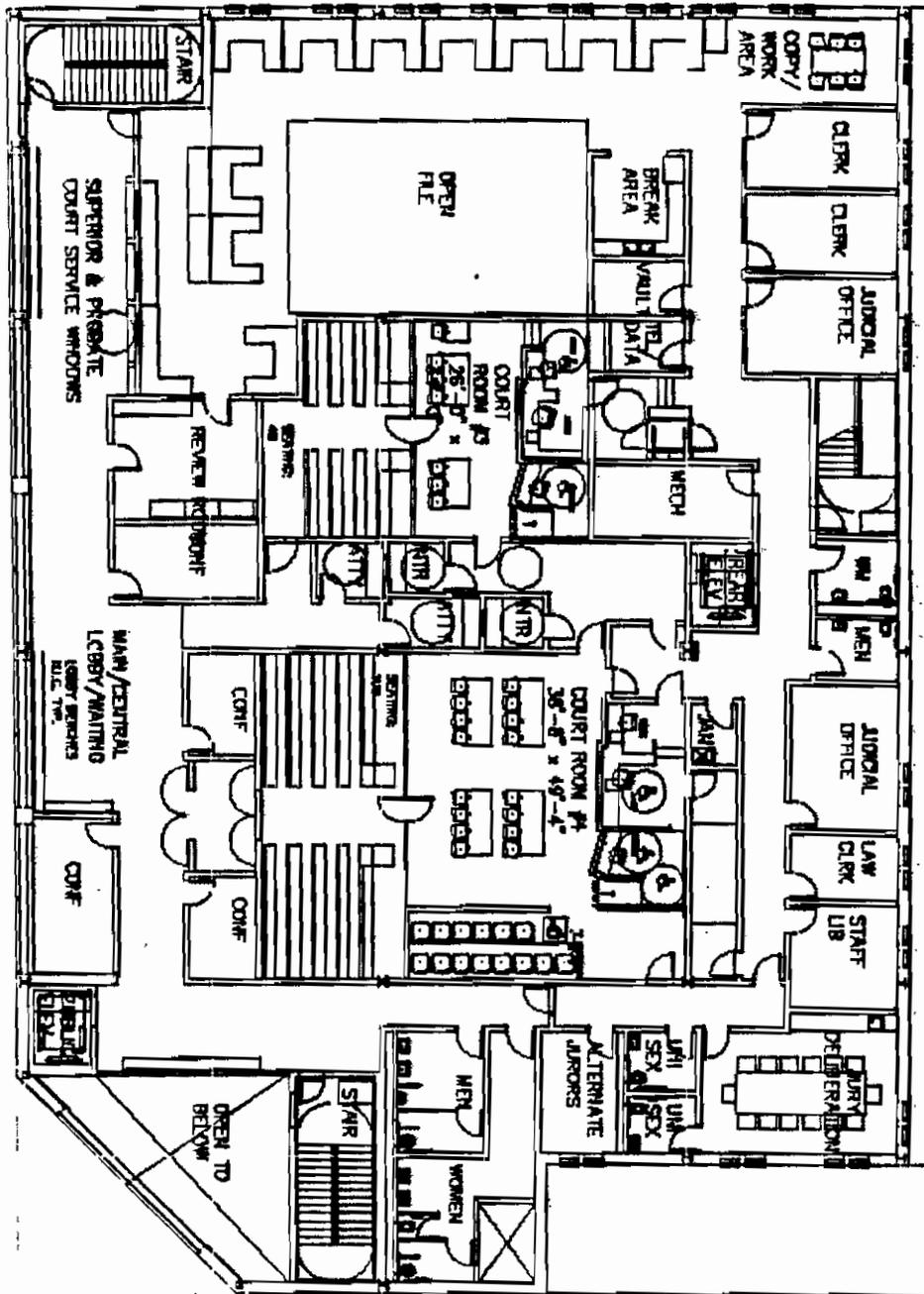
EXHIBIT A  
 FEEHE COURT HOUSE  
 MIDDLE/END LEVEL



The Tenant shall have exclusive use of all space

Landlord Initials: [Signature]  
 Date: 4/21/2010

EXHIBIT A:  
 KEENE COURT HOUSE  
 UPPER LEVEL



The Tenant shall have exclusive use of all space

Landlord Initials: *[Signature]*  
 Date: *11/11/2010*

**EXHIBIT B  
SCHEDULE OF PAYMENTS**

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

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein (said date is July 1<sup>st</sup> 2012) to complete construction of the approximately 49,620 square foot Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the rental schedule herein.

**Rental Schedule for initial fifteen (15) year term:**

Year	Lease Dates	Approx Sq. Ft Cost	Monthly Rent	Annual Rent	Approx. % Increase per year
1	July 1 <sup>st</sup> , 2012 – June 30, 2013	\$ 9.07	\$ 37,500.00	\$ 450,000.00	
2	July 1 <sup>st</sup> , 2013 – June 30, 2014	\$ 9.34	\$ 38,625.00	\$ 463,500.00	3%
3	July 1 <sup>st</sup> , 2014 – June 30, 2015	\$ 9.62	\$ 39,783.75	\$ 477,405.00	3%
4	July 1 <sup>st</sup> , 2015 – June 30, 2016	\$ 9.91	\$ 40,977.25	\$ 491,727.00	3%
5	July 1 <sup>st</sup> , 2016 – June 30, 2017	\$ 10.21	\$ 42,206.58	\$ 506,479.00	3%
6	July 1 <sup>st</sup> , 2017 – June 30, 2018	\$ 10.51	\$ 43,472.75	\$ 521,673.00	3%
7	July 1 <sup>st</sup> , 2018 – June 30, 2019	\$ 10.83	\$ 44,777.00	\$ 537,324.00	3%
8	July 1 <sup>st</sup> , 2019 – June 30, 2020	\$ 11.15	\$ 46,120.25	\$ 553,443.00	3%
9	July 1 <sup>st</sup> , 2020 – June 30, 2021	\$ 11.49	\$ 47,503.92	\$ 570,047.00	3%
10	July 1 <sup>st</sup> , 2021 – June 30, 2022	\$ 11.83	\$ 48,929.00	\$ 587,148.00	3%
11	July 1 <sup>st</sup> , 2022 – June 30, 2023	\$ 12.19	\$ 50,396.83	\$ 604,762.00	3%
12	July 1 <sup>st</sup> , 2023 – June 30, 2024	\$ 12.55	\$ 51,908.75	\$ 622,905.00	3%
13	July 1 <sup>st</sup> , 2024 – June 30, 2025	\$ 12.93	\$ 53,466.00	\$ 641,592.00	3%
14	July 1 <sup>st</sup> , 2025 – June 30, 2026	\$ 13.32	\$ 55,070.00	\$ 660,840.00	3%
15	July 1 <sup>st</sup> , 2026 – June 30, 2027	\$ 13.72	\$ 56,722.08	\$ 680,665.00	3%
Total for fifteen (15) year initial term:				\$8,369,510.00	

Landlord Initials:                       
Date: 11/1/2010

**Rental Schedule for Tenant's Option to Extend Term:**

In accordance with Section 3.4 of the Agreement herein the Tenant shall have two options to extend the term for five years each extension, in the event Tenant exercises said option or options the rent for each shall be in accordance with the following rental schedule:

Tenant's 1<sup>st</sup> option to extend the rental term for five (5) years (2027 – 2032): Rental Schedule

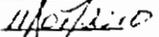
Year	Lease Dates	Approx Sq. Ft Cost	Monthly Rent	Annual Rent	Approx. % Increase per year
16	July 1 <sup>st</sup> , 2027 – June 30, 2028	\$ 14.13	\$ 58,423.75	\$ 701,085.00	3%
17	July 1 <sup>st</sup> , 2028 – June 30, 2029	\$ 14.55	\$ 60,176.50	\$ 722,118.00	3%
18	July 1 <sup>st</sup> , 2029 – June 30, 2030	\$ 14.99	\$ 61,981.75	\$ 743,781.00	3%
19	July 1 <sup>st</sup> , 2030 – June 30, 2031	\$ 15.44	\$ 63,841.25	\$ 766,095.00	3%
20	July 1 <sup>st</sup> , 2031 – June 30, 2032	\$ 15.90	\$ 65,756.50	\$ 789,078.00	3%
Total for 1 <sup>st</sup> five (5) year option to extend the Term:				\$3,722,157.00	

Tenant's 2nd option to extend the rental term for five (5) years (2032-2037): Rental Schedule

21	July 1 <sup>st</sup> , 2032 – June 30, 2033	\$ 16.38	\$ 67,729.17	\$ 812,750.00	3%
22	July 1 <sup>st</sup> , 2033 – June 30, 2034	\$ 16.87	\$ 69,761.08	\$ 837,133.00	3%
23	July 1 <sup>st</sup> , 2034 – June 30, 2035	\$ 17.38	\$ 71,853.92	\$ 862,247.00	3%
24	July 1 <sup>st</sup> , 2035 – June 30, 2036	\$ 17.90	\$ 74,009.50	\$ 888,114.00	3%
25	July 1 <sup>st</sup> , 2036 – June 30, 2037	\$ 18.44	\$ 76,229.75	\$ 914,757.00	3%
Total for 2nd five (5) year option to extend the Term:				\$4,315,001.00	

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

Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the Premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement.

Landlord Initials:   
Date: 

**EXHIBIT C**

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

The Tenant shall assume responsibility for and pay for all janitorial services to the Premises during the term herein.

Landlord Initials:                       
Date: 4/24/2016

**EXHIBIT D**

**Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling**

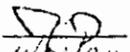
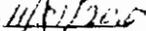
**Part I** Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

1. All construction shall be provided as described in the documents and drawings set forth herein, and in conformance with Section "9 Manner of Work, Compliance with Laws and Regulations" herein which includes (in part) required compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). The Landlord's construction drawings and specifications – which shall be based upon the drawings and documents herein - shall be submitted to the local authority having jurisdiction (i.e. the building inspector) and the State of NH Architectural Barrier-Free Design Committee (AB Committee) for review and approval. The AB Committee shall review said drawings prior to commencement of work and/or when the drawings are 60% completed. Said drawings and specifications shall be amended thereafter as needed to include provision and conformance with any corrective comments or stipulations from the above referenced authorities provided said comments or stipulations are required for conformance with the above referenced codes.
2. In addition to the foregoing, the Tenant shall provide and "Assistive Listening System" in both Courtrooms of the Premises within thirty (30) days of the commencement of rental term. Provision said systems shall be in compliance with the International Building Code (IBC) 2006 section 1108.2.6 "Assistive Listening Systems"

**Part II** Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. No later than ten (10) calendar days after the "clean air" testing results are received by the Landlord they shall be submitted to "Environmental Services" in a manner which conforms to their requirements requesting their review and certification of compliance with "clean air" standards. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity. Specify the time frame to be allowed for providing remedy, and which party shall bear the subsequent cost of re-testing and repair which shall be required until such time a "certification of compliance" is issued.*

After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire,

Landlord Initials:   
Date: 

Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

**Part III Improvements, Renovations or New Construction ("work"):** In the instance the Agreement herein includes provisions for such "work" to be provided, the Tenant's schematic and design intent specifications and plans depicting all "work" have been attached hereto and made part of the Agreement herein by reference.

No later than July 1, 2012, the Landlord shall (at the sole expense of the Landlord) substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth herein titled "Tenant Improvement Specifications". Additionally, the Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout which conforms to the attached architectural floor plans titled:

- KEENE COURT – EXHIBIT D – LOWER LEVEL/1<sup>ST</sup> FLOOR
- KEENE COURT – EXHIBIT D – MIDDLE/2ND FLOOR
- KEENE COURT – EXHIBIT D – UPPER/3RD FLOOR

The Landlord shall provide the layout, adjacencies, sizes (minimum sizes are shown) and types of rooms/areas shown, and provide discreet (separate) public, staff and security entrances as shown. Notwithstanding the foregoing the Tenant shall allow for reasonable variation from the plan if needed in order to accommodate structural and/or mechanical requirements, however in no instance shall columns be acceptable in the interior space of either of "Courtrooms" or "Hearing Rooms".

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

The Tenant shall be responsible for provision of recycling services in conformance with State of New Hampshire requirements.

Landlord Initials: SD  
Date: 11/11/2010

## EXHIBIT D PART III: TENANT IMPROVEMENT SPECIFICATIONS

The Landlord shall supply all drawings, specifications, permits, labor and materials necessary to provide for the complete installation and proper operation of all improvements outlined in the following provisions and as shown in attached drawings titled:

- KEENE COURT - EXHIBIT D - LOWER LEVEL/1<sup>ST</sup> FLOOR
- KEENE COURT - EXHIBIT D - MIDDLE/2ND FLOOR
- KEENE COURT - EXHIBIT D - UPPER/3RD FLOOR

The Landlord and/or his agents shall exercise due diligence to provide the design intent described herein and in the attached drawing, providing the exact number, type, and size of rooms and or/spaces described configured in the manner shown. The Tenant shall review any of the Landlord's proposed deviations from the floor plan, details or specifications in advance, allowing and agreeing to such deviation only when it complies with all program functions and all applicable building and safety codes

### **A. GENERAL PROVISIONS:**

#### **A.1. Basic Definitions**

- A.1.1. The "Landlord" shall mean either the contractual Landlord and/or their authorized designees.
- A.1.2. The "Tenant" shall mean the State of New Hampshire - Department of Administrative Services - Bureau of Court Facilities (BCF) and/or their authorized designees.
- A.1.3. The Build-out Documents consist of the Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
  - A.1.3.1.A Modification is (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- A.1.4. The Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.
- A.1.5. The Drawings are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- A.1.6. The Specifications are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.

#### **A.2. Correlation and Intent of the Documents:**

- A.2.1. The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- A.2.2. Construction Drawings: Although the Documents specify the Tenant's Design Intent, they are not construction documents. It is the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any additional construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties. The Landlord shall require their architect and/or engineers to make any and all alternations to the Documents available to the Tenant via digital AutoCad ". dwg" format.

Landlord Initials:   DAD    
Date: 11/17/2010

A.2.3. Specifications: The Tenant has defined the minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, they have the right of acceptance and/or rejection of submittal, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirement of the construction documents. Submittals shall specifically outline deviations from the products and/or systems specified. When and if deviations are rejected by the Tenant the Landlord shall provide the specified product and/or system.

**B. GENERAL CONDITIONS:**

B.1. Design and Plans: The plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide the Tenant with a new rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in Exhibit B of the Agreement herein. If the Landlord wishes to deviate from the floor plans depicted herein, the Landlord shall incorporate the scope of work and design intent depicted in the documents herein to ascertain the manner and cost in which any proposed deviation from this plan may be proposed. The Landlord's proposal for provision of any alternative manner of providing new Premises for the Tenant shall be inclusive of the level, scope and type of construction and fit up depicted herein.

B.1.1. The Landlord shall provide electronic copies of all plans (\*.dwg AutoCAD format), inclusive of as-built drawings as part of the project close out.

B.2. Permits and Testing: The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations, the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.

B.2.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.

B.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.

B.2.3. Prior to Tenant occupancy the Landlord shall provide certification of compliance with RSA 10:B "Clean Indoor Air" requirements as issued by Department of Environmental Services, or proof that application for said certification has been made. See Exhibit D part II of the Lease Agreement for further details of this requirement.

B.2.4. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.

B.2.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.

B.2.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.

B.3. The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction

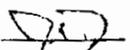
Landlord Initials: DD  
Date: 11/1/2010

means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.

- B.4. Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted or reject a submittal.
- B.4.1. The Landlord shall review for compliance and approve and submit to the Tenant Shop Drawings, Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.
- B.4.2. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that the Landlord has determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.
- B.5. MSDS (Material Safety Data Sheets)
- B.5.1. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.
- B.5.2. At time of occupancy by the Tenant the Landlord shall provide the Tenant MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.
- B.6. Coordination: Reflective ceiling plan, lighting, fire protection, HVAC distribution/controls, structural columns and any and all other building components/elements shall be coordinated between the Landlord and the Tenant.

**C. STANDARDS and SPECIALTIES:**

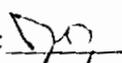
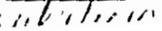
- C.1. Materials and Finishes: With respect to the build-out of the interior space unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.
- C.2. State of New Hampshire Energy Code: With respect to the build-out of the space the Landlord shall conform to all applicable requirements of the State of New Hampshire Energy Code.
- C.2.1. Provision of build out which exceeds the energy code by at least an additional 20 percent is encouraged, the Tenant shall shown favorable preference to submittals and proposed alternates to the specifications herein which support this goal.
- C.2.2. Landlord shall provide a "life-cycle" analysis and commissioning report supportive of the proposed "design/build" floor plans and specifications.
- C.3. Ceiling Heights: Where possible, the following ceiling heights are preferred:
- C.3.1. Lobby Area: 9 feet in all areas, except for Court rooms
- C.3.2. Court Rooms and Hearing Rooms: 10 feet
- C.3.3. All other areas shall not exceed the above heights.

Landlord Initials:   
Date: 11/27/2012

- C.4. Corridor Widths: Public and Staff Areas: All interior halls, aisles and corridors shall be a minimum width of 60"
- C.5. Ceiling Materials: Types, Scope, and Minimum standards:
- C.5.1. All General office, office and storage areas: Grid: Armstrong - Prelude ML 15/16" Exposed Tee System. Tile: Armstrong - Fissured Minaboard, 2x2 and/or 2x4 ceiling tile panel is acceptable, alternative proposed "equals" may be submitted to Tenant for their consideration.
- C.5.2. All Courtrooms and Hearing rooms: Grid: Armstrong - 9/16" Supertine Exposed Tee Grid System. Tile: Armstrong - Cirrus Profile #584, 2x2x 3/4" angled tegular tile. Alternative proposed "equals" may be submitted to Tenant for their consideration.
- C.5.3. Detention Cells, Sally Port, Interview Cells, Detention holding areas and Vault: Provide double layer 5/8" plywood ceiling.
- C.6. Window Treatments: Landlord to provide and install at all windows.
- C.6.1. Specification: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color to be selected by the Tenant.
- C.7. Systems Furniture for open office area: provided by the Tenant
- C.7.1. Space Requirements: Provide open office areas as shown on the attached plans to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior) with panels that each are 2 1/4" thick, with variable heights. The layout provides for common file areas and shared electrical equipment spaces (called "Hot Boxes" herein) at the end of the run of certain work stations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant's systems (modular) furniture manufacturer.
- C.7.2. Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 - hot; 2 - neutrals and 2 - grounds. Weather-tight or similar projection shall be required between junction box and connection to the specified power pole or base race way "whips". System furniture standard connectivity power whip does not exceed 6'. As an estimate of required circuitry, provide one circuit per three workstations shown.
- C.7.3. Telephone & Data Requirements: Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas.
- C.7.4. Landlord's electrician to be responsible for the hard-wire hook-up of all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.

**D. Doors and Hardware (typical - unless noted otherwise):**

- D.1. Hydraulic Overhead Door Closer Devices: Shall be heavy-duty commercial grade.
- D.2. Electromagnetic Locks: Recommended manufacturer: Locknetics *Security Engineering - Series 268 Surface Mounted POWERLOCK II*. See *Typical Door Schedule* for approximate locations, types and quantities required.
- D.3. Vandal Resistant Hinges: Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
- D.4. Hinges for courtroom litigation railing gates: Hagar #3029-6x652
- D.5. Latch Protectors: To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.
- D.6. Electric Door Strikes: Recommended manufacturer: *Folger-Adams - Series 300*, heavy duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.

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- D.6.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
- D.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor.
- D.6.3. Electric Strike Function, e.g., fail-safe or secure, to be defined by Tenant and shall comply with requirements of applicable codes.
- D.7. Door Assemblies: All door assemblies shall be installed with the clearances required for conformance with barrier-free accessibility codes as set forth in B.2 herein
- D.7.1. Minimum standards: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors.
- D.7.2. Solid core wood door blanks for all (non detention) interior doors.
- D.7.3. Typical interior and exterior doors assemblies shall be 3'-0" X 6'-8"
- D.7.3.1. Court room door assemblies shall be either 6'-8" high double doors, each providing a minimum 34" wide clear entry span, or
- D.7.3.2. Single 42" wide doors. See plans for placement and quantities.
- D.8. Door Closer Devices: Shall be installed in all locations identified by the Tenant and as required in order to comply with Life Safety and accessibility requirements of the codes set forth in B.2. A maximum push/pull effort of 5 lbf is required at all interior doors, with exceptions as allowed for fire doors and security-use only doors.
- D.9. Door Frames:
- D.9.1. Exterior Doors: Welded metal frame @ 16 gauge
- D.9.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
- D.9.3. Interior Doors: Knock-down metal frame @ 16 gauge
- D.9.4. Detention Door frames: Shall be heavy-duty series 230, manufactured by Trussbilt (or acceptable equal such as IMS Johnson Inc. Lake Bluff Illinois) 3570 Lexington Avenue N., St. Paul, Minnesota.
- D.9.4.1. Frames shall be press brake formed of hot rolled, pickled and annealed 12 gauge sheet steel. Frames shall have corners fully mitered, continuously welded at miters, and all welds ground smooth.
- D.9.4.2. Manufacturer shall provide the required wall and floor slab anchorage for all frames. A temporary, channel-shaped steel spreader shall be welded between formed jamb stops at bottom of frame, to be removed before door is hung.
- D.9.4.3. After fabrication, each frame shall be degreased. Apply one (1) coat of red oxide prime covering all surfaces without runs, smears and bare spots. Frames should be painted before removable glazing stops are applied. The underside of all removable stops must be primed before installation.
- D.10. Door Types:
- D.10.1. Interior Doors: Solid core wood door blanks for all (non detention) interior doors,
- D.10.1.1. Public entrance court room doors shall be stain grade birch, with min. 3 coats natural finish. Provide narrow light vision panel with integrated horizontal blind at top portion of door.
- D.10.1.2. Office and general use interior doors shall be paint grade, sanded smooth, primed, with at least two finish coats of paint
- D.10.1.3. Interior doors for data/communications closets shall be provided with vented (grill) section in lower portion of door to facilitate air flow.
- D.10.1.4. Interior doors providing segregated access points in interior corridors shall have narrow light vision panel at top portions of door.
- D.10.2. Exterior staff entry and Security Doors: All such doors shall be equipped with:
- D.10.2.1. Panic Hardware: Recommended manufacturer: Von Drupin. Mortise lock devices are preferred over rim set types. Note - may not be required on all security doors.

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D.10.2.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel (approx. 4" X 25) with security wire mesh.

D.10.2.3. Lockset: Storeroom type.

D.10.2.4. Hydraulic overhead door closer device.

D.10.2.5. Electric Door Strikes: To be provided at all exterior or security doors. <<controlled access points>>

D.10.3. Exterior public entry doors: Aluminum and glass and/or wood and glass storefront assemblies.

D.10.4. Detention Doors: Manufactured by Trussbilt (or acceptable equal) 3570 Lexington Avenue N., St. Paul, Minnesota. Doors to be heavy-duty series 230, with 14 gauge faces sheets.

D.10.4.1. Detention Doors shall be fitted with vision lites and food pass sleeves.

D.10.4.2. Doors and Frames shall be adequately mortised and reinforced for all mortise type security Hardware and reinforced for all surface hardware. Size and thickness of reinforcements shall be not less than those utilized in successful door and frame testing, as reviewed by the independent testing laboratory. All screw holes for attaching mortise type hardware shall be drilled and tapped in the doors and frames at the hollow metal manufactures factory.

D.10.4.3. All screw holes for attaching surface hardware shall be drilled a tapped in the filed, by the door and frame erector.

D.10.4.4. Where exposed screws occur for fastening glazing stops, lock cover plates, etc., they shall be pin type internal socket head machine screws of the appropriate head design, diameter and length to maintain the intended grade of security denoted by the category of Security and Detention doors and frames.

D.10.4.5. After fabrication, door shall be pressure sanded to clean and smooth all surfaces. All irregularities shall be corrected with metallic putty and sanded smooth. Apply two coats of red oxide prime; each coat baked on.

#### D.11. Door Hardware:

D.11.1. Recommended manufacturer: *Schlage*;

D.11.2. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application

D.11.3. Interior Door Hardware: Shall be keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.

D.11.4. Detention Door Hardware; Detention Mechanical Locksets:

D.11.4.1. Detention Door Raised Pull: Shall be ¼" overall of cast manganese bronze. Pulls shall be one piece cast construction. Hand fold shall be 5 ¼" long with 1 ½" clearance. Secure with two (2) oval head Torx screws.

D.11.4.2. Detention Door Flush Pull: Shall be 4" wide x 1.8" thick x 5" high of cast manganese bronze. Provide a pocket set back of approx. 7/8". Secure with four ¼" x 20 x 5/16 oval; head Torx screws.

D.11.4.3. Detention Hinge Type: Hinges shall be full mortise type, with hospital tip, and have a fully concealed non-removable pin. Hinges shall be 4 ½ x 4 ½ with 3/16" thick leaves, and integral case security stud. Hinges leaves shall be investment cast from 304 stainless steel having a tensile strength of not less than 60,000 pounds per square inch of cross section. Hinges shall have two sets of hardened steel races, with 3/8" diameter stainless steel balls. Hinge pins are to be stainless steel, not less than 9/16" in diameter. Each hinge leaf will have a security stud 15/32" in diameter x ½" high, case as an integral part of each leaf. The entire assembly is to be cross pinned at assembly. Hinges are to be secured with 8#12-24 x ½" flat head torx stainless steel screws. Provide test data to show that hinges have been tested.

#### E. Hardware Standards:

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- E.1. Keyway: L-4.
- E.2. Interchangeable Cores: All exterior doors and the Data/Tele Room shall be provided with interchangeable cores.
- E.3. Trim Design: Tenant to select from Landlord's submittal
- E.4. Type: Lever (NSD) - Cast brass.
- E.5. Finish: To match hardware finish
- E.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be *Schlage*.
  - E.6.1. Keyway Standard: L-4.
  - E.6.2. Replacement cylinders: Original factory equipment cylinders only.
    - E.6.2.1. Finish: To match hardware
  - E.6.3. Keying: Two levels of keying are required: Tenant's grand master, and Master. The Tenant will coordinate its keying requirements with the Landlord.
  - E.6.4. Stamping Requirement: Each key shall be stamped: "do not duplicate."
  - E.6.5. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
  - E.6.6. Grand Master: Provide twelve (12) keys.
  - E.6.7. Masters: Provide thirty (30) keys.
  - E.6.8. Change Keys: Provide three (3) keys for the building
  - E.6.9. In addition to the above keys, provide 10 blanks of each key section used.
- E.7. Mechanical Detention Lock: Lock shall be 8 1/4" x 1 1/2" x 4 1/2" with a malleable iron case with steel cover. The working parts shall be constructed of corrosion resistant parts. Latch bolt snap-locks automatically when door is closed. Half turn by paracentric key retracts latchbolt. A full turn of the key in the opposite direction deadlocks the latchbolt. Keying shall be accomplished with a one-piece bronze alloy key cylinder with paracentric keyway and five lever tumblers made of spring temper brass, activated by heavy phosphor-bronze springs. Latchbolt shall be 2" x 3/4" solid galvanized steel with two hardened steel roller pins concealed within. Bolt throw shall be 3/4". Case and cover shall be factory primed for painting. Latch and key operated deadlock shall be keyed one or two sides as indicated in the door schedule. Locks shall have been tested and listed for fire door assemblies under UL10B, ASTM E125 and NFPA 252-1984.
- E.8. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
  - E.8.1. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
  - E.8.2. Provide hinged-panel type cabinet for wall mounting; install in "Maintenance Office".

F. Millwork:

- F.1. All Millwork items are to be provided by the Landlord as shown conceptually in the attached drawings including: The Bailiff Station (not including the magnetometer) at the public entry, the transaction counters between the public and clerical areas, transaction windows and work counters at the clerical areas, kitchenettes, "litigation rails" between the courtroom spectators and litigants, the Judicial/litigation Millwork and the counters and secure transaction windows at the "prisoner interview" rooms. All court room millwork is further defined in paragraph "SPECIALTY AREAS" herein. All millwork shall comply with the code requirements set forth in paragraph B.2 herein.
- F.2. Court Room Benches referred to herein as "Pews": Provide and install new full seat and full back hardwood pews configured as shown on plan.
  - F.2.1. Pews shall be securely installed by the Landlord, lagged to the floor (through the carpet) to prevent any movement.
- F.3. Shop Drawings, Product Data, Samples and similar submittals for Millwork shall be required. The purpose of their submittal is to demonstrate the way in which the Landlord proposes to provide the Tenant with each particular millwork item, in conformance with the general information and design concept expressed herein and in other Documents.
- F.4. Laminates: Manufacturer: Wilsonart, Pionite and/or Formica. Color: To be determined by Tenant. Texture: standard matte finish high pressure laminate

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- F.5. Bailiff Station at Public Entrance Lobby: Provide and install millwork in the configuration indicated on the attached plan. Countertop(s) shall be custom grade, high pressure (25" depth) laminate with matching, field applied 4" backsplash. Counter height shall be comprised of one section at 36" high by 36" in length, with the remaining counter heights at 42" above the finished floor. Provide and install millwork "rail" extending 18" to 24" above certain sections of the work surface to house/shield the video surveillance consoles located on the counter.
- F.5.1. Comply with AWI Section 400 for countertops.
- F.5.2. Electrical Outlets: Provide at least four duplex outlets either above the work surface or accessed from below the work surface via grommets, while also providing one additional duplex outlet at the base (floor) of the unit accessible via a grommet in the side panel of the station, this shall be located adjacent to and utilized by the magnetometer. Outlet shall be installed on the bailiff side of the millwork, with access thru the grommet, install outlet 18" from finish floor to the centerline of the outlet.
- F.5.3. Data and telecommunications: Provide conduit with pull string to accommodate two telephone lines, and two data lines.
- F.5.4. Provide and install 2" conduit for use of video surveillance equipment terminating at this station, route through the walls and ceiling as needed, terminate at each court room at judicial bench, and at camera point for surveillance of secure interview room doors and/or supplemental security doors.
- F.5.5. Provide two lockable cabinets below the work surface for secure storage.
- F.5.6. Gun locker: Provide a pre-fabricated gun locker (inclusive of keys) which provides at least 8 storage units for the secure storage of personnel effects confiscated from the public.
- F.5.7. Door Release Button Console: Provide and install Door Release button console for remote release of electric strike doors within the public lobby, (as shown on attached plan) including but not limited to: secure corridor, interview rooms, and the door from public area into Clerk's area.
- F.6. Public Transaction Windows at Clerk's area: Supply and install millwork, inclusive of windows, transaction surfaces and clerical work surfaces as shown on the attached plans. Length, width and placement of counters shall conform to plans.
- F.6.1. The typical height for transaction and work surfaces at these counters shall be 38" high, while certain sections (as noted on the plan) shall be at a lower "ADA accessible" height of 34". At the "ADA accessible" 34" high sections of the counters, provide at least 27" of clear knee space below.
- F.6.2. Fixed 1/2" Tempered glass transaction windows shall provide 3.5" of "pass through" space between the lower (sanded smooth) edge of the glass and the writing/transaction surface. Transaction window opening shall end approximately 8" below the upper window frame thereby providing additional sound transmission space allowing natural voice transmission.
- F.6.2.1. Provide approximately 9" diameter "speaking" hole at lower portion (exact height to be determined by Tenant) of glass. NO metal grill is to be inserted/provided in this hole.
- F.6.3. Provide connectivity below the edge of the clerical work surface for the Tenant's duress alarm, location to be provided by the Tenant.
- F.6.4. Provide duplex electrical outlets and telephone and communications connectivity at the counter as shown in the attached plan.
- F.6.5. Provide and install (in locations identified by Tenant) Door Release buttons for remote release of electric strike doors providing access from the public areas into the Clerk's "staff only" area.
- F.6.6. Cord Management System: All laminates (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
- F.6.7. Shelving below Clerk's counter: With the exception of three 36" wide "knee spaces" to be provided directly below each transaction window, provide 18" deep heavy duty shelves on adjustable heavy duty standards and brackets below the other areas of the work counter. Shelving shall be located below the counter on the Clerk's (not public) side of the counter. Shelving shall extend approximately the same length as the counter. In the instance of a shelf

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blocking access to an electrical outlet, provide a drill a grommet hole to provide unimpeded wire access.

F.6.8. Countertop Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents

F.6.9. Countertop Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents herein.

F.7. Millwork at Staff Lounges and Jury Deliberation room: Provide and install with length and placement as shown on plans, provide commercial grade base cabinets below counter and commercial grade wall cabinets above; provide custom grade, high pressure (25" depth) plastic laminate countertop with matching, field applied 4" backsplash. Cabinets shall have high pressure plastic laminate surface on the exterior/exposed surfaces, with low pressure laminate only an acceptable backing material.

F.7.1. Manufacturer: Suggested manufacturers: Merrillat or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.

F.7.2. Counter height: provide at standard (36") height except for the section housing the sink, this section shall be at 32" high (providing at least 29" knee space below) to provide wheelchair accessibility. No cabinets are to be provided below this section, the exposed pipes below are shall be insulated or otherwise sheilded.

F.7.3. Provide electrical outlets (and sufficient circuitry) as shown on the attached plans for operation of Tenant's microwave, toaster oven, coffee maker, and full size (min. 20 c.f.) refrigerator.

F.7.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.

F.7.5. Locks: Required on all cabinets in Jury Deliberation room, all locks shall be keyed to one master key.

F.7.6. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing height shall be no more than 48" above the floor.

G. Signage: All of the interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Including but not limited to: exterior site/parking, interior common area signs, interior directory, room numbers, work station numbers and other specific needs as required by the Tenant.

G.1. Permanent Signs: Interior Signage Specifications; Suggested manufacturer: Welch Architectural Signage; See also drawing "Typical Signage".

G.1.1. Sign Type: Panel and Non-Panel

G.1.2. Sign Base Material: Plastic laminate

G.1.3. Lettering: Vinyl dye cut or dimensional lettering

G.1.4. Samples: provide samples of each component for initial selection of color, pattern and texture as required.

G.1.5. Letter Style font shall be "Ariel".

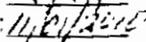
G.1.6. Character Proportion: Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.

G.1.7. Color of sign plate and letters "to be determined". Color shall be selected by the Tenant.

G.1.8. Sign Installation Location: All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" to the lower edge of the uppermost raised character above the finish floor. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.

G.1.9. Symbols of Accessibility: (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible shall use the international symbol of accessibility.

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G.2. Exterior Signs All required exterior signage shall be provided by Landlord, including but not limited to: exterior site/parking signs designating all parking areas and entrances, and an exterior sign designating the "Keene Courthouse" at both the street entrance and on the façade of the building.

H. Knox Box: an exterior flush mounted Know Box shall be provided and installed as required or requested by the local fire and/or police department. Location to be determined by said authority.

I. Flag Poles: Provide and install two fiberglass exterior flag poles configured to accommodate the State of New Hampshire and United States flags. Pole shall be at least 20' tall and firmly installed into the ground.

I.1. Provide and install lighting capable of fully illuminating flags

J. Exterior Glazing: All existing and new exterior glazing shall be transparent. No opaque materials are acceptable.

K. **GYPSUM WALLBOARD - WALL TYPES**: The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following wall types:

K.1. *Type 1 – Interior CMU (concrete masonry unit) Partition, scope of use: Provide at all detention cells and detention holding areas, and first floor interview cells - also provide at the corridor leading from 1<sup>st</sup> floor detention area to 1<sup>st</sup> floor secure corridor.*

K.1.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all CMU wall construction.

K.1.2. All CMU partitions shall be constructed from floor to 12" above ceiling assembly. (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings where required by local authority having jurisdiction. Provide steel angle lintels as required to continue CMU above all doors and openings and any plumbing, venting and/or ducts and electrical conduit penetrating CMU partitions above ceiling. Provide CMU mounted edge support for double layer plywood ceiling.

K.2. *Type 2 – Exterior CMU (concrete masonry unit) Partitions, scope of use: provide at all Saly Port walls.*

K.2.1. Concrete block masonry units (CMU) measuring 8" x 8" x 6".

K.2.2. CMU units to be completely filled with mortar and be reinforced with #5 steel reinforcing bars located every 8 inches vertically.

K.2.3. horizontal joints are to be reinforced using wire mesh reinforcing steel every horizontal joint continuously.

K.2.4. The concrete block walls to have one coat of masonry block filler applied and two coats of epoxy paint.

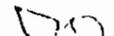
K.3. *Type 3 - High Performance Sound Control Partitions, scope of use: Typical for all interior walls. Surrounding all courtrooms, conference rooms, interview rooms, rest rooms, security/detainment area, and judicial offices.*

K.3.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.

K.3.2. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

K.3.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.

K.3.4. All "interior of room" gypsum board partitions shall be constructed of one layer of 1/2" wallboard installed on face of stud and overlaid with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required for conformance to Code requirements.

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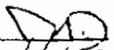
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- K.3.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.
- K.4. *Type 4 – Vault "A Wall": scope of use: Provide at all walls surrounding "Vault" located on second floor.*
- K.4.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- K.4.2. Layered construction shall be full height and extend from floor to underside of floor/roof deck above. Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- K.4.3. Wall Framing: Provide double 2" X 4" wood or 3 5/8" metal studs with staggered construction.
- K.4.4. At exterior (side adjacent to corridor) of room provide one layer of 5/8" Plywood installed on face of stud overlaid with 24 gauge wire mesh, overlay these two surfaces with one layer of 1/2" gypsum wallboard. The opposing side of the wall shall be constructed of 5/8" Plywood installed on face of stud and overlaid with one layer of 1/2" gypsum wallboard.
- K.5. *Type 5 – Secondary Security/Detainment wall; scope of use: for use in all areas utilized for conveyance of detainees, such as secure corridors, interview rooms, and second floor interview cells.*
- K.5.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- K.5.2. Layered construction shall be full height and extend from floor to underside of floor/roof deck above. Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- K.5.3. Wall Framing: Provide double 2" X 4" wood or 3 5/8" metal studs with staggered construction.
- K.5.4. At exterior (side adjacent to corridor) of room provide one layer of 5/8" Plywood installed on face of stud overlaid with 24 gauge wire mesh, overlay these two surfaces with one layer of 1/2" gypsum wallboard. The opposing side of the wall shall be constructed of 5/8" Plywood installed on face of stud and overlaid with one layer of 1/2" gypsum wallboard.

#### L. GYPSUM WALLBOARD - STANDARDS:

All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: Baths @ MR board). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.

- L.1. Metal Studs @ all: 25 gauge (min.)
- L.2. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
- L.3. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.

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**M. FLOORING:** All submittals shall meet or exceed all of the following specifications, although manufacturers are named, alternate manufactures which provide compliance with all other specifications shall be considered.

M.1. Carpet Tile Specifications: *Except where otherwise noted, all flooring shall be carpet tile; in Courtrooms two colors shall be used, providing field and boarder colors. Color selections and installation locations of each type of carpet tile shall be determined by Tenant. Any proposed substitutions must meet or exceed all criteria.*

CARPET 1:

Face Construction:

Carpet manufacturer	Patcraft Commercial Carpet (eco*solution Q)
Carpet Style:24"	modular carpet tile
Construction:	textured pattern loop
Carpet Style 1:	I0096 tweed modular – ecoworx tile
Carpet Style 2:	I0110 color your word modular – ecoworx tile
Fiber Content:	100% solution dyed
Protective Treatment:	Both antimicrobial and soil protection required
Gauge:	1/12 minimum
Pile Thickness:	0.091 inch minimum
Tuft Density:	113 tufts/sq.in. minimum
Stitches Per Inch:	8.5 minimum
Production Weight:	24 oz./yd. minimum

Backing System:

Primary Backing:	Synthetic non-woven
Secondary Backing:	100% PVC-free recyclable backing system with recycled content, made from thermoplastic polyolefin compound with a fiberglass reinforcing layer
Backing Density:	14 lbs/cubic foot
Thickness:	0.266 inch

Adhesive: Releasable pressure sensitive type adhesive (Water-based allow for removal of carpet tile at any time without damage to carpet or substrate.) Must contain antimicrobial preservative and have "zero" calculated VOC's

Electrostatic Propensity: less than 1.1 kv or lower

Flammability: ASTM E-648 Flooring Panel CLASS I  
ASTM E-662 NBS Smoke Chamber - Less than 450

Warranty: Ten-Year Commercial Limited

20 lb. Tuft Bind when installed per Manufacturer's Specifications

ADA Conformation: Product to conform to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes

CRI Indoor Air Quality Certification: Must provide valid, registered certification number.

Preferred Manufacturer: Patcraft Commercial Carpet or Shaw Contract Group.

Acceptable Manufacturers: Collins & Aikman, J&J Industries, Lees Commercial Carpets, Mannington Commercial, or other manufacturers of quality commercial carpet tile that meet or exceed all of the specifications listed above

**ALTERNATE :**

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CARPET 2:

Carpet File Specifications:

Manufacturer: Mannington Commercial

Face Construction:

Carpet Style: 24" modular carpet tile.

Construction: textured pattern loop

Color: To be selected by Tenant, at least two colors shall be selected

Fiber Content: 100% solution dyed

Protective Treatment: Both antimicrobial and soil protection required

Gauge: 1/12 minimum

Pile Thickness: 0.091 inch minimum

Tuft Density: 113 tufts/sq.in. minimum

Stitches Per Inch: 8.5 minimum

Production Weight: 24 oz./yd. minimum

Backing System:

Primary Backing: Synthetic non-woven

Secondary Backing: Fiberglass reinforced closed-cell vinyl cushion

Backing Density: 14 lbs/cubic foot

Thickness: 0.266 inch

Adhesive: Releasable pressure sensitive type adhesive (Water-based allow for removal of carpet tile at any time without damage to carpet or substrate.) Must contain antimicrobial preservative and have "zero" calculated VOC's

Electrostatic Propensity: less than 1.1 kv or lower

Flammability: ASTM E-648 Flooring Panel CLASS 1

ASTM E-662 NBS Smoke Chamber - Less than 450

Warranty: Ten-Year Commercial Limited; 20 lb. Tuft Bind when installed per

Manufacturer's Specifications

ADA Conformance: Product to conform to the requirements set forth in the Americans with

Disabilities Act for minimum static coefficient of friction of 0.60

recommended for accessible routes

CRI Indoor Air Quality Certification: Must provide valid, registered certification number.

Recommended Manufacturers: Shaw Contract Group, Collins & Aikman, J&J Industries, Lees Commercial Carpets, Mannington Commercial, or other manufacturers of quality commercial carpet tile that meet or exceed all of the specifications listed above.

M.2. RESILIENT (Homogenous) FLOORING: *To be provided and installed in all rest rooms and staff lounges.*

M.2.1. Homogenous Sheet Flooring.

M.2.2. Manufacturer: Mannington Commercial

M.2.3. Style: Relay

M.2.4. Color: Tenant shall make color selection from the manufacturer's full range of standard products.

M.2.5. Recycled Content: 40% Pre-Consumer (Post-Industrial) Recycled Content with 3<sup>rd</sup> Party Certification Process in Place

M.2.6. Size: 6' roll

M.2.7. Weight per Sq. Yd: 6.3 lbs/yd

M.2.8. Pattern Repeat: Random

M.2.9. Wearlayer Thickness: .080"

M.2.10. Overall Thickness: .080"

M.2.11. Static Load Limit: 750 p.s.i.

M.2.12. ASTM Specification: Exceeds

M.2.13. ASTM-E-648 Equal or greater than .45 watts/cm; Passes-Class 1

M.2.14. ASTM-E-662 Less than 450, Passes

M.2.15. Installation Adhesive: Mannington Commercial V-82 (Porous) Full Spread - OR -  
Mannington Commercial V-85 (Non-Porous) Full Spread

M.2.16. Chemical Seam Sealer: Mannington Commercial Solied Heat Weld Rods

M.2.17. Warranty: Five Year Limited Commercial Warranty

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- M.3. Vinyl Composition Tile (VCT): Provide and install in all janitorial closets, storage rooms, data rooms and detainee transport areas such as secure corridors, detainee interview cells and rooms.
- M.3.1. Products: Commercial vinyl composition tile - Armstrong "Excelon" or Mannington "Essentials/Designer Essentials"; complying with FS-T-312B (1), Type IV, Comp 1.
- M.3.2. Size: 12" X 12"; Nominal Thickness: 1/8 inch
- M.3.3. Patterns and Colors: Tenant shall make color selection from the manufacturer's full range of standard products; selecting no more than two colors for use in the facility, to be installed in pattern of Tenant's choosing.
- M.4. Epoxy resin Flooring: For use in the all detention cells and in detention area entry areas (two larger rooms.) Binder, aggregate, flood coat, and satin seal coat shall be "Quartzite" as manufactured by Macnaughton-Brooks, or equal products by General Polymers, Dura-Flex, Palma Inc., Epoxy Systems Inc., or acceptable substitute. Finish shall be "non-slip" on all surfaces.
- M.4.1. Divider and Edge Strips: Shall be zinc treated steel, angle and channel type as manufactured by the Rudel Company or Manhattan Brass Company
- M.4.1.1. Divider strips shall be installed at exposed edge of flooring such as doorway and in location required by installer. Divider strips shall not be accessible from inside cell when door is closed.
- M.4.2. Flooring shall be 1/8" thick minimum, installed in strict accordance with the manufacturer's instructions.
- M.4.3. Cove base shall be 6" high. Provide continuous base feathered back to wall with uniform, straight edge. No metal edge strip shall be used.
- M.5. Vinyl Cove Base: 4" high vinyl, standard toe cove type. Manufacturer: Johnsonite or Mercer. To be used with all flooring in all areas.
- M.5.1. Vinyl Termination Strips: To match vinyl cove base materials. Manufacturer: Johnsonite or Mercer.
- M.5.2. Termination strips or change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.
- M.6. "Walk Off" mat carpet tile (WMT): For use in all public and staff entrance areas with scope as indicated by Tenant. Flooring materials shall be commercial grade matting fully compliant with ADA AG 4.5 standards. Provide and install at all entry areas/vestibule areas, product shall meet or exceed the following specifications:
- M.6.1. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.
- M.6.2. Carpet Tiles: Style to be Mats, Inc. Diagonal Tile or Supreme Nop, 100 percent woven polypropylene, 19-11/16 inches by 19-11/16 inches by 3/8 inches, bitumen backing. Color shall be selected by the Tenant, from manufacturer's standard colors.
- M.6.3. Walk-Off carpet tiles shall be installed beginning at the exterior entry as required to provide a minimum of twenty (20) feet of "walk-off" in any direction from the entry, review the actual walk-off mat installation extent(s) with Tenant.
- M.7. Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents.

#### N. PAINTING:

- N.1. Use of low no VOC paints required, provide conforming paints such as Sherwin Williams "Harmony" style paints.
- N.2. All areas - A minimum of one coat of primer and two coats of finish paint. Landlord to use Benjamin Moore or Sherwin Williams paint to achieve desired finish.
- N.3. Typical Walls: For use in all courtrooms, office areas, waiting areas, staff or public corridors: Paint shall be (scrubbable) interior eggshell latex.
- N.4. "Security & Detention" walls: for use in all security and detainment areas including corridors, interview rooms and cells: all paint (walls) shall be semi-gloss (scrubbable) acrylic latex.

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- N.5. All Doors, Frames and Casings: Paint shall be semi-gloss (scrubbable) acrylic latex.
- N.6. Restrooms and Staff Lounges: Wall paint shall be semi-gloss (scrubbable) interior latex.
- N.7. Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the documents.

**O. EXTERIOR ENTRANCES:**

- O.1. All exterior entrances shall provide conformance with all portions of applicable State of New Hampshire Barrier-Free design codes. Construction of these entrances shall be carefully implemented by the Landlord to assure "as built" compliance with said codes.
  - O.1.1. In addition to the foregoing the Public Entry to the premises shall be provided with a code conforming automated entry door activated by push-plate switches. Switches shall be provided for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching.
- O.2. All entrance vestibules (air locks) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed to be architecturally "barrier free".
- O.3. See also ELECTRICAL – Night Light Circuits. The facility's main lighting controls shall be located adjacent to the primary staff entry.

**P. SALLY PORT SPECIFICATIONS:**

- P.1. Sally Port size to be as shown on plan
- P.2. Finished ceiling height shall be 10 feet to allow for a van equipped with the appropriate "radio antennas."
- P.3. ceiling shall be constructed in a manner to have proper structural members to support finished construction of providing 2 layers of 5/8" fire rated drywall.
- P.4. It should be insulated to provide an R rating of at least R-21 for insulation purposes and also sound dampening.
- P.5. The garage door shall be steel/insulated measuring 12' wide x 8'-10' high and be equipped with a remote electronic operating device.
- P.6. The opener should be of commercial grade quality with a minimum of a 2 horsepower rating.
- P.7. The opener is also to be equipped with the proper safety sensors to allow the unit to stop automatically if needed.
- P.8. The Sally Port area is to be protected by an exhaust protection device to be automatically operated when needed and run for a period of not less than 10 minutes to exhaust any carbon monoxide fumes.
- P.9. Provide a "fresh air" intake for the Sally Port to replenish with outside air;
  - P.9.1. It shall have a capacity of moving between 900 and 1100 cfm.
- P.10. floor shall be concrete;
  - P.10.1. sealed with a concrete sealer – 2 coats.
- P.11. Provide floor drainage system with a minimum of a 4" drain pipe to allow for the removal of snow or water.
- P.12. Provide exterior sill cock located in the area for cleaning purposes.
- P.13. All electrical shall be ground-fault protected.
- P.14. There shall be at least 3 duplex receptacles in the area.
- P.15. lighting to be "security" type – it should be protected by "unbreakable lenses" and be tamper-proof.
- P.16. Provide independent heating system, preferably ceiling mounted.
- P.17. Entrance to Detention area shall be wheelchair accessible.
- P.18. Provide conduit connectivity sufficient for Two security cameras to be located within this area along with security strikes and hardware and an intercom system to the "control area."

**Q. COURT ROOMS AND HEARING ROOMS – provide as shown on plans, to include:**

*Wall Type: All walls shall be high performance sound control - type 3 - as specified in Wall Types*

- Q.1. Large Court Rooms (qty 2) Door Assembly: Solid core 36" wide double doors of stain grade wood and hollow metal frame with "crash bar" type egress hardware on the egress side, and appropriate

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- hardware for ingress. Door to provide egress from inside the courtroom, and require unlocking from the public side, provide closer requiring no more than 5 pounds of force to operate.
- Q.2. Small Court and Hearing Rooms (qty 2) Door Assembly: Solid core 42" wide stain grade wood door and hollow metal frame with "crash bar" type egress hardware on the egress side, and standard lever set hardware for ingress. Door to provide egress from inside the courtroom, and require unlocking from the public side, provide closer requiring no more than 5 pounds of force to operate.
- Q.3. Court Room Pews: Provide and install hardwood pews configured as shown on plan, securely installed by the Landlord, lagged to the floor (through the carpet) to prevent any movement.
- Q.4. Railing between public gallery and litigation area: Install custom, stain grade wood rail with solid partition below (extending from floor to rail) of either stain grade plywood or plastic laminate construction. Provide and install single swing, silent operation gate in the rail as shown on the plans, the clear opening shall be at least 36" wide; the design details of the gate shall be the same as the design of the rail. The top of the rail shall be 34" from the finished floor. The contractor shall field coordinate and install blocking, the exact rail location and finish to be identified by Tenant. Consult with the Tenant regarding the design details for this rail; submit shop drawings and details prior to fabrication/installation.
- Q.5. Provide and install floor mounted electrical outlets (two outlet units per courtroom, one for each litigation table) in the litigation "well" area of the Courtroom as shown on the attached plans. Provide conduit terminating at this same point to accommodate provision of data receptacles at each table
- Q.6. Litigation Bench: The following specifications and criteria shall be provided by the Landlord at the Courtroom Litigation Bench (the Millwork at the front of the courtroom at which the Judge, Clerk and Witness are seated). Although the precise design details (such as colors and finishes) of the bench have yet to be determined, they shall be as mutually agreed between the Landlord and Tenant, and closely mirror the details, designs and layouts of the benches provided at the Tenant's "Merrimack District Courthouse" and the "Berlin Courthouse". It shall be the Landlord's obligation to provide and install any "LULA" units required for wheelchair accessibility to judicial millwork if ramp access cannot be provided in a code conforming manner.
- Q.6.1. The following constitutes the minimum design criteria and specifications for the Litigation Bench: Provide, fabricate and install a "Judicial Bench" with the dimensions and layouts shown on the attached plan. The "Judicial Bench" shall be inclusive of the areas designated for the use of the judge, clerk, and witness, and shall comply with all accessibility requirements of the codes set forth in B.2 herein. The bench assembly shall be permanently affixed to the floor, and include all ramps and railing shown on the plans, which provide barrier-free access to the bench.
- Q.6.1.1. The portion of the Litigation Bench seating the judge and clerk shall be 12" above the finished floor, accessible by either a code conforming ramp or LULA lift unit, and;
- Q.6.1.2. The portion of the Litigation Bench seating the witness shall be 5" above the floor, accessible by a conforming ramp.
- Q.6.1.3. The exposed vertical faces and "top caps" of the millwork shall be finish grade wood (plywood veneer and solids respectively); the work surfaces of the bench shall be high pressure plastic laminate. The species and finish of wood components and the color of the plastic laminate are to be chosen by the Tenant.
- Q.6.1.4. Cord Management System: All millwork shall be provided with cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.
- Q.6.1.5. General Design Parameters of Judicial Bench: The Judges and Clerks portion of the Bench shall be provided with voice, data, and electrical power receptacles. In order to facilitate provision and reconfiguration of voice and data provide removable sections of "finish" panels in the knee spaces at both the judge's and clerk's station and in the section of millwork between these two areas. An empty 2" (for provision of video surveillance) conduit shall also be provided within the Judges portion of the bench, starting in the knee space below thereafter being routed through the platform into the wall and up into the ceiling, terminating at the Bailiff Station located in the public entry.

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- Q.6.1.6. Provide all work surfaces at 30" - 3 2" above the applicable (see floor plan for notation regarding platform height and ramp access) floor height with at least 27" of clearance provided below. Work surfaces to be plastic laminate with hardwood eased or half-round edge. Finish of edge to match finish of exposed millwork faces.
- Q.6.1.7. Provide a (with hardwood top cap at the exposed edges) "privacy rail" extending 48" from the finish floor (see plan for required elevation of each component) of each of the three (Judge, clerk and witness) component sections of millwork.
- Q.6.1.8. The privacy rail for the judge and clerk shall incorporate a 10" deep transaction surface at the top. The transaction surface shall either be hardwood edges with matching wood veneer on the horizontal surface, or hardwood edges with plastic laminate horizontal surface matching the other millwork laminate surfaces.
- Q.6.1.9. Ramps extending from litigation area up to the Judicial millwork: provide, configure and install as shown. Provision of the ramps shall include handrails, and all elements necessary for full conformance with all accessibility requirements of the codes set forth in B.2 herein.
- Q.6.1.10. Flooring: Provide and install carpet on all raised platform surfaces and on the ramps.
- Q.6.1.11. Provide and install electrical outlets in the Judicial Millwork in the locations shown on the attached plans. Electrical outlets are to be provided below the work surfaces and accessed via field installed grommets in each workstation.
- Q.6.2. WHEELCHAIR ACCESSIBILITY: In the event provision of a code and program conforming ramp is not viable, provide and install one (per courtroom) "LULA" lift providing wheelchair accessibility to each judicial bench. LULA lift complying with all Department of Labor and barrier-free accessibility requirements shall be supplied and installed in a separate room located behind the judicial bench.

**R. SUPPLY AND STORAGE ROOMS: - as shown on plans to include:**

- R.1. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products complying with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard.
- R.2. Door Assembly: Solid core wood door and hollow metal frame with hardware (type: storeroom lockset).
- R.3. Shelving: Provide a minimum of 250 lineal feet of pre-manufactured shelving, such as Space Maker (vinyl coated wire construction) or heavy duty standards with adjustable ¾" shelving in sizes defined by tenant. Installation to be field located by Tenant.

**S. STAFF LOUNGES:**

- S.1. Staff Lounge Areas – Qty 2 - as shown on the plans to include:
- S.2. See Standards & Specialties for gypsum wallboard specifications.
- S.3. Flooring: Vinyl composite floor tile (12" X 12")
- S.4. Door Assembly: solid core wood door with upper half glazed and hollow metal frame with standard hardware (type: passage).
- S.5. Millwork: Provide and install as shown on the attached plans and as noted in "Millwork" herein.
- S.6. Provide electrical outlets (and sufficient circuitry) as shown on the attached plans for operation of Tenant's microwave, toaster oven, coffee maker, and full size (min. 20 c.f.) refrigerator.
- S.7. Laminate: Wilsonart or equal.
- S.8. Cabinet/Counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the layout shown in the floor plan.
- S.9. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.
- S.10. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand, the dispensing height shall be no more than 48" above the floor.
- S.11. Ventilation: Design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling

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mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

## 7. DETAINMENT AREAS, DETENTION CELLS and INTERVIEW AREAS:

- T.1. First Detainment Room Door (Room adjacent to Salleyport) *Type 1 CMU walls*:
- T.1.1. Door between SalleyPort and Detainment Room shall be Flush Hollow metal door @ 18 gauge; with fire rated wire mesh narrow light vision panel (approx. 4" x 21") with paint grade finish, closer, and mortis type classroom lockset.
  - T.1.2. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products compiling with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard.
  - T.1.3. Electrical Outlet Needs: Provide convenience outlets sufficient to accommodate desk with PC.
- T.2. Second Detainment Room: *Type 1 CMU walls*; location and size as shown on plan:
- T.2.1. Door Assembly: Detainment Door and Frame as set forth in "Tenant Improvement Specifications". Each door to have security vision lite and food pass sleeve; Detention hinges, Raised pull guard side, Flush pull cell side.
    - T.2.1.1. Provide and install at approx. 36" above the floor, a heavy duty metal mail (letter) "pass through" slot and hinged cover plate. The hinged cover plate is to be mounted on the "guard" side of the wall
  - T.2.2. Flooring: see "FLOORING" "Epoxy Resin Flooring"
  - T.2.3. Floors shall be sloped to floor drain which is to be provided and installed on center to the room.
  - T.2.4. Floor drains to be located on center in each room as shown. Provide 3" waste, 1-1/2" vent, 1/2" CW. Zum floor drain (z-415-p-vp) with 6" diameter type B strainer and trap w/trap primer conn. and vandal proof screws.
    - T.2.4.1.1. Provide tamper proof floor drain and "Epoxy resin Flooring"
  - T.2.5. Ventilation: Supply and exhaust needed. Ceiling penetration and vent covers to be as small as possible, not more than 6" x 6". Provide and install "heavy duty" vent grills using tamper resistant fasteners and secure to resist vandalism
  - T.2.6. Ceiling Assembly: 2 layers of 3/4" fire retardant plywood. Alternate and stagger joints. Finish layer shall be A/C plywood, with sanded finish to receive (1) coat oil based primer and (2) coats of epoxy finish paint.
  - T.2.7. Lighting Needs: provide two single surface mounted fluorescent fixture with operating switch terminating in the adjacent "guard" area, room 229. Fixtures to be "vandal proof", enclosed with metal "cage" and with vandal resistant lens.
- T.3. Detention Cells: *Type 1 CMU walls*; Qty 4 Cells with locations and sizes as shown on plan:
- T.3.1. Concrete Masonry Unit – Interior Wall System
  - T.3.2. Ceiling Assembly: 2 layers of 3/4" fire retardant plywood. Alternate and stagger joints. Finish layer shall be A/C plywood, with sanded finish to receive (1) coat oil based primer and (2) coats of epoxy finish paint.
  - T.3.3. Flooring: see "FLOORING" "Epoxy Resin Flooring"
  - T.3.4. Floor shall be sloped to floor drain which is to be provided and installed in each cell.
  - T.3.5. Floor drain to be located on center in each detention cell as shown. Provide 3" waste, 1-1/2" vent, 1/2" CW. Zum floor drain (z-415-p-vp) with 6" diameter type B strainer and trap w/trap primer conn. And vandal proof screws.
  - T.3.6. Ventilation: Supply and exhaust needed for both cells. Ceiling penetration and vent covers to be as small as possible, not more than 6" x 6". Provide and install "heavy duty" vent grills using tamper resistant fasteners and secure to resist vandalism.
  - T.3.7. Door Assembly: Shall be as set forth in "Tenant Improvement Specifications" herein.
    - T.3.7.1. Each door to have security vision lite and food pass sleeve; Detention hinges, Raised pull guard side, Flush pull cell side.
    - T.3.7.2. Provide and install at approx. 36" above the floor, a heavy duty metal mail (letter) "pass through" slot and hinged cover plate. The hinged cover plate is to be mounted on the "guard" side of the wall

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- T.3.8. **Electrical Outlets:** There shall be NO outlets provided within the Cells. .
- T.3.9. **Lighting Needs:** In each of the two cells, provide a single surface mounted fluorescent fixture with operating switch terminating in the adjacent "guard" area, room 229. Fixture to be "vandal proof", enclosed with metal "cage" and with vandal resistant lens.
- T.3.10. **Bench:** In each cell provide and securely install (one in each cell) heavy-duty stainless steel metal benches in the location shown in the attached drawing. Secure the bench to the floor with tamper resistant bolts. Each bench shall be provided in compliance with the accessibility requirements of the codes cited in B.2 herein, therefore they shall be installed against the wall in a manner which provides the surface of the bench at 17-19 inches above the floor, they shall be at least 42" long, and 20-24 inches in depth.
- T.3.11. **Provide and install Toilet - Lav/toilet combination:**
- T.3.11.1. Acorn Penal-Ware 6435 Series ADA compliant lav/toilet-comby-offset toilet bowl with horizontal grab bars. Include optional wall sleeves to provide required wall openings for service from pipe chase.
- T.3.11.2. Cabinet: 12 Gauge (instead of standard 14 gauge) type 304 stainless steel.
- T.3.11.3. Suicide prevention skirt.
- T.3.11.4.2 on-floor wall outlets.
- T.3.11.5. Flush operation via remote control valve located in security guard detainment area.

T.4. **INTERVIEW AREAS:** Provide detainee interview cells abutted by attorney interview rooms on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building in the locations and configurations shown on the plans.

T.4.1. **Interview Area Cells;** *Type 1 CMU walls for 1<sup>st</sup> floor Cells, Type 5 Security walls for 2<sup>nd</sup> floor Cells ;*

T.4.1.1. Provide and install polycarbonate windows (one each) in heavy duty 2" metal frames between the cells and interview rooms as shown; each shall be fixed ½" thick by 3'-4" w. x 48" high installed with the lower edge of window (glass) at approximately 36" above the floor.

T.4.1.2. Supply and install (one per each of the two windows) a "Talk thru" voice transmission speaker in each window; Nominal 8" diameter (provide 7.5" diameter hole) cast aluminum (clear finish) "talk thru". Talk thru provides passive voice transmission through tensed clear plastic diaphragm. Perforated clear security screen on customer side protects the diaphragm. Talk thru shall have a bullet resistive shield on rear side. The manufacturer's optional "spacer ring" will be required for this application. Recommended manufacturer: "talk-thru" No. 6 FR, class 2 by Creative Industries, Inc. 1024 western Drive, Indianapolis, IN 46241 (317) 248-1102.

T.4.2. **Interview Area Attorney Room:** *Type 5 Security walls;*

T.4.2.1. Provide and install counter as shown on plan, it shall be mounted flush to the lower edge of the window frame at approximately 34" h

T.4.2.2. Provide an install one duplex electrical outlet below each of the two interview room counters; provide access with a grommet supplied in the counter.

T.4.2.3. between attorney side of interview room and security area hallway: Provide and install polycarbonate window (one per interview room); each shall be fixed ½" thick by 3'-4" w. x 48" high "Polycarbonate" window in heavy duty 2" metal frame

T.4.2.4. Provide metal frame pass through sleeve below the window for use of conveying materials between attorney and security guard.

U. **RESTROOMS:** All restrooms and elements within the rest rooms shall be constructed and/or provided in compliance with the accessibility requirements of the codes set forth in B.2 herein. All shall be configured and provided as shown in the floor plan.

U.1. **Door Assembly:** solid core wood door and hollow metal frame with push plate/pull bar with hydraulic overhead door closer device.

U.2. **Flooring:** Vinyl composite floor tile (12" X 12"), Ceramic Tile, Porcelain paver, or commercial grade sheet vinyl products compiling with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard

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- U.3. Design, configuration and fixture counts: Shall be determined by and in full compliance with all local, State and prevailing building codes, and the accessibility requirements of the codes set forth in B.2 herein. Including but not limited to: water closets, sinks, grab bars (both vertical and horizontal), dispensers, mirrors, partitions and privacy screens.
- U.4. Restroom Waste Receptacles: Provide and install recessed waste receptacles.
- U.5. Paper goods dispensers and soap dispensers: To be supplied and installed by Landlord. Including but not limited to: toilet paper dispensers, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles.
- U.6. Paper Towel Dispensers: As required for conformance with paragraph B.2 herein, these shall be operable by a single closed fist; installed with the dispensing surface at 48" high. Provide a minimum of one unit per rest room, or one unit per every two sink fixtures.
- U.7. Ventilation: Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
- U.8. Baby Changing Station shall be required in each public restroom; Manufacturer: Koala Bear Kare Model: To be determined by Tenant, i.e. horizontal and/or vertical as required. Color: To be determined by Tenant.

V. JANITORIAL ROOMS: provide in locations shown in the floor plans, each to include:

- V.1. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products compiling with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard.
- V.2. Sink: A floor-type sink, such as Floestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors, with faucet assembly.
- V.3. Shelving: Provide a Shelf above the sink spanning the width of the room. Installation to be field located by the Tenant

W. ELECTRICAL:

- W.1. Energy Conservation: The facility shall conform to all applicable requirements of the State of New Hampshire Energy Code.
  - W.1.1. The Landlord shall utilize energy conservation equipment throughout the leasehold space.
  - W.1.2. The Tenant shall favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
- W.2. Electrical Service: Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code, the specifications herein, and as noted on the floor plans. The outlets shown on the floor plans are "additional" to standard requirements, required in quantities shown and in the locations shown.
- W.3. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- W.4. Electrical Installation Heights: All switches shall have an installation height (at centerline of device) of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- W.5. Electrical Distribution:
  - W.5.1. Electrical Outlets - Dedicated and Common Circuit Needs: Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.
  - W.5.2. Electrical Outlets - Systems Furniture Workstations and "Hot Boxes" ("Hot Box" is a counter or work area for shared equipment)
    - W.5.2.1. Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the systems furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 - hot; 2 - neutrals and 2 -

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grounds. Weather-tight or similar projection shall be required between junction box and connection to power pole.

W.5.2.1.1. This connectivity requirement shall be performed by the Landlord after delivery/installation of Tenant's systems furniture.

W.5.2.2. Provide one - 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs. Provide additional common circuits for non-PC use in accordance with NEC.

W.5.2.3. Electrical circuits at each "Hot Box" shall be adequately sized to accommodate a copier, fax machine and up to two (2) printers.

W.5.3. Electrical Outlets - All other areas:

W.5.3.1. Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.

W.5.4. Common Halls:

W.5.4.1. Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

W.6. Lighting Standards: The facility shall conform to all applicable requirements of the State of New Hampshire Energy Code, therefore provide and specify all lighting fixtures and controls mindful of said requirement . furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of construction. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

W.6.1. General Interior Lighting Fixtures: Shall be Troffer Type acrylic prismatic lens, standard 2' X 4' three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree kelvin lamps. Switching to be provided at all staff private offices and as otherwise determined by the Tenant.

W.7. Interior Lighting - Ballast and Lamps:

W.7.1. All interior lighting shall be energy conservation:

W.7.2. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.

W.7.3. Ballast Type: High efficiency T-8. Low power T-8 ballasts are preferred within this specification. All ballasts shall provide: <, 20% harmonic distortion; crest factor of <1.52 and a power factor >92%

W.7.4. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.

W.8. Interior Lighting - Illumination Standards: Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination levels shall be no less than:

W.8.1. Interior Areas . . . . . 30-40 Foot-candles at 30" from finished floor.

W.8.2. Night Light Circuits: Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:

W.8.2.1. Common Areas. . . . . 5 Foot-candles

W.9. Exterior Lighting: Shall be provided in a manner adequate to insure safe and uniform quality lighting throughout all parking areas and pathways to the building. The illumination levels shall be no less than:

W.9.1.1. Active Areas - Pedestrian traffic and entryways. . . . . 5 Foot-candles

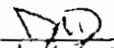
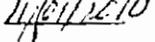
W.9.1.2. Building Surrounds - Parking and roadways . . . . . 3 Foot-candles

W.9.1.3. Flag poles . . . . . Sufficient for full illumination

W.10. Means of Egress Lighting:

W.10.1. Shall be provided, e.g. at all corridors, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101.

W.11. Emergency Power (generator):

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- W.11.1. Provide generator power sufficient to "power down" building into a "safe" mode, all electrical outlets for Data/Com Room(s) - Communications Room HVAC equipment shall be connected on the emergency power circuit(s), in addition all power supplies for access control, telephone and security systems shall be serviced.
- W.12. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

**X. COMMUNICATIONS REQUIREMENTS:**

- X.1. Electrical and Data Coordination: Electrical engineer must reference within the electrical specification the Tenant's data communication requirements as defined by TIA/EIA 568B category 5E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- X.2. Telephone and Data Circuits: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's d-mark into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.
- X.3. The Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit with pull strings (with non-metallic 90-degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to the Tenant's Communications Room.
- X.4. The Landlord shall be responsible for the supply and installation of one (1) 4" data conduit with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to the Tenant's Communications Room.
- X.5. Telephone and Data Station Cabling:  
 X.5.1. Telephone and Data: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN.
- X.6. The Landlord shall provide and install all CAT 5E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles and two (2) seven 7'-0" relay rack(s) with vertical cable channels. Unit shall be constructed of aluminum and accept 19" rack mount with a 15" base depth (front to back) and be provided with two angle support braces for stability. Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks.
- X.7. Four position with 45° exit faceplates - CAT 5E modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Approximately thirty (35) data jacks are anticipated throughout the leasehold space. Most of these jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) data jacks and one (1) telephone jack. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets. Conduit Runs (reference source Biesi TDM Manual):
- X.8. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- X.9. Contain no 90-degree conduits (also know as an LB).
- X.10. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- X.11. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- X.12. The Landlord shall provide and install CAT 5e telephone station cabling, said cabling shall originate in IDF locations on 66 Type Blocks within the Communications Room. Telephone station cabling shall be terminated on station end via RJ-45 jacks. Four position with 45° angle faceplates - CAT 5E

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modules are to be provided at all workstation and drywall locations. The color of the cable and jacks shall be "Yellow". Approximately twenty-five (25) telephone jacks are anticipated throughout the leasehold space. Most of these jack locations shall be shared with data station cabling. Typical jack location shall contain one (1) telephone jack and two (2) data jacks. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets. Conduit Runs (reference source Bicsi TDM Manual):

- X.13. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- X.14. Contain no 90-degree conduits (also known as an LB).
- X.15. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- X.16. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- X.17. Grounding: All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor
- X.18. Identification and Labeling: All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the (Tenant's) Owner's standard labeling system.
- X.19. Testing and Acceptance: All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.
- X.20. The Landlord agrees to allow the Tenant and/or their telecommunications and data provider access to the Premises for the purpose of installing the Tenant's "IT" and/or security systems at least 30 days in advance of the date set forth in the lease Agreement for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.

**Y. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:**

- Y.1. Systems: Provided by Tenant.
- Y.2. Conduit: Provided by Landlord.
- Y.3. Integration: Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protections systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.
- Y.4. Installation: Landlord shall allow Tenant's vendors full access to the facility as needed and provide them with timely advance notice of when installation - should commence. Installation is optimal prior to enclosing walls with drywall.

**Z. FIRE SUPPRESSION SYSTEMS:**

- Z.1. Provide fire suppression system conforming to all local, State and prevailing building codes, including but not limited to NFPA-101. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- Z.2. Fire Suppression: Provide and install, with 220 degree heads shall be installed at Data/Com Communications Rooms.
- Z.3. Landlord to provide connectivity to this system for Tenant's alarm system(s).
- Z.4. Fire Extinguishers: To be provided, maintained and inspected by Landlord as required by prevailing codes and the terms and conditions of their lease agreement with the Tenant.

**AA. FIRE ALARM SYSTEM:**

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- AA.1. Provide fire alarm system conforming to all local, State and prevailing building codes, including but not limited to NFPA-101. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- AA.2. Landlord to provide connectivity via dry contact or other means to building's fire alarm control panel for any and all security and access system needs.

**BB. HVAC and VENTILATION:**

- BB.1. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - Thermal Comfort Considerations. Constant velocity, ducted return HVAC systems are required; No plenum returns accepted.
- BB.2. HVAC - RSA 10:B conformance: After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.
- BB.3. HVAC - DATA/COMMUNICATIONS ROOMS: For each of the data/com rooms (located as shown on plans) provide a separate air supply and return, and VAV per room. In addition to the foregoing the doors provided at these rooms shall include a grate installed at the bottom portion of the door to enhance air flow.
- BB.4. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
- BB.5. Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents.

**CC. PARKING:** Within the lower level parking deck of the Premises provide a minimum of thirty four (34) paved and striped parking spaces for use by the Tenant's staff and any staff working for "Cheshire County" the Tenant may wish to accommodate. Provision of parking shall be without additional charge, included in the proposed annual rent. Full compliance with all barrier-free accessibility requirements (referred to herein as "accessibility" and/or "accessible" requirements) set forth in the codes cited herein is the responsibility of the Landlord, and shall include but is not limited to: provision of curb cut ramps with detectable warnings, access aisles and compliant signage at each accessible parking space, an accessible route from the accessible parking spaces to the accessible entrances, lighting, signage, and designation of all spaces with painted lines and/or symbols on the asphalt.

- CC.1. Access to parking deck: secure entrances and exits from parking deck level (lower level) of the Premises with automated gated entrances, provide all authorized end users with mechanism (example: tag or card key) which upon remote activation allows entry.

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- CC.2. "Accessible" parking spaces: include the required number of parking spaces and access aisles in conformance with current and prevailing codes as referenced in item B.2 herein.
- CC.2.1. The Landlord shall provide conforming permanent designation signage at each "Accessible" parking space. Each sign shall be supplied and installed on a post, mounted with the lower edge of the sign at 60" above the ground. Each sign shall be bright blue with the white "universal symbol of accessibility" (wheelchair).
- CC.2.1.1. VAN ACCESSIBLE parking space signs shall bear the additional designation of "Van Accessible".
- CC.2.2. Each "access aisle" shall be clearly reserved with a sign reading "NO PARKING" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.
- CC.3. Security Parking: shall be provided within the salleyport which is to be a part of the Tenant's Premises. Provide signs at the entrance to the sallyport reading "NO ENTRY - LAW ENFORCEMENT ONLY".
- CC.4. Staff Parking spaces:
- CC.4.1. Court Personnel: Provide (either painted in space or on signs) numerical designation of all parking spaces to facilitate assignment and use. Provide signs at the entrances to the parking lot stating "NO ENTRY - AUTHORIZED PERSONS ONLY".

**EXHIBIT E  
SPECIAL PROVISIONS**

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

**A) The standard provisions of Section 3.5 "Conditions on the Commencement and Extension of Term" are deleted replaced by the following text:**

**3.5 Conditions on the Commencement of Term and any Extension or Amendment of Term:**

3.5.1 Tenant's Contingencies: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this Agreement and commencement of the Effective Dates and any extensions or amendment to the Term are contingent upon its' approval by all parties having authority, which on the part of the Tenant includes but is not limited to the State of New Hampshire Long Range Capitol Planning and Utilization Committee and the Governor and Executive Council. In the event the Tenant does not receive approval of the Agreement authorizing it to commence upon the date set forth in paragraph "3.1 Effective Date of Agreement", the Agreement shall be null and void, with no further obligation or recourse to either party.

3.5.2 Landlord's contingencies: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this Agreement and commencement of the Effective Dates and any extensions or amendment to the Term are contingent upon its' approval by all parties having authority, which on the part of the Landlord includes and is limited to:

- a) Receipt of project financing and investor approval, and;
- b) County land transfer, and;
- c) City of Keene planning board approval, and;
- d) City of Keene "Tax Increment Financing" for the garage (lower level) in the Premises, and;
- e) Issuance of New Markets Tax Credit for this project.

In the event any of the above listed approvals, financing and/or issuance of New Markets Tax Credits are withheld or denied, this Agreement shall be null and void with no further obligation or recourse to either party.

3.5.3 Final Authorization: The aforementioned approvals, receipts and issuances - which shall be know as the Landlord's "Final Authorization" - shall be sought by the Landlord following the Tenant's receipt of all authorizations required for the Agreement as set forth in 3.5.1 above. Commencing upon the date set forth in paragraph "3.1 Effective Date", which is December 8<sup>th</sup>, 2010, the Landlord shall be provided approximately six (6) months of time, ending June 8, 2011, to obtain all required approvals, receipts and issuances. In the event said Landlord's approvals, receipts and issuances are not complete and or received by June 8, 2011 the Tenant may, at the Tenant's option, elect to terminate this Agreement in its entirety, in which instance the Agreement shall be null and void with no further obligation or recourse to either party. In the event the Landlord requests additional time for receipt of "Final Authorization" of the Agreement and the Tenant is so agreed, the Tenant will seek authorization to amend the Agreement to provide the desired additional time and allow delayed inception of the Occupancy Term from all of their authorizing parties, in the event said amendment is denied, this Agreement shall be null and void with no further obligation or recourse to either party.

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Exhibit E Continued:

**B) The standard provisions of Section 5 "Conditional Obligation of the State" are deleted replaced by the following text:**

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

**C) The standard provisions of Section 10.3 "Landlord's Delay In Completion; Failure to Complete, Tenant's Options" are deleted replaced by the following text:**

If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

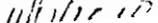
- A) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- B) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number of years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

**D) The standard provisions of Section 14 "Assignment and Sublease" are deleted replaced by the following text:**

This lease shall not be assigned by the Tenant without the prior written consent of the Landlord, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent. This lease may be assigned by the Landlord, including but not limited to assigning the lease to any financial institution providing construction and/or permanent financing to the Landlord for the construction of the new courthouse constituting a portion of the Premises. The Tenant agrees that if this lease is assigned by the Landlord to a subsidiary of the Landlord, then the Landlord shall thereupon be relieved of any liability to the Tenant under the terms of this lease, on condition that the subsidiary provides written acceptance of the terms of the governing lease, including acceptance of any liability, and that the subsidiary provides all necessary proofs of insurance, as required under the terms of the governing lease.

**E) The standard provisions of Section 15 "Insurance" are modified by the following:**

The requirement within this section for the Landlord to provide certification of such insurance attached to the agreement herein is delayed to providing certification of such insurance no later than the date set forth herein for substantial completion of the Premises and commencement of the Tenant's rental term and occupancy. Upon this date or earlier, the Landlord shall provide insurance coverage for the Premises in compliance with all provisions of section 15 Insurance and certification thereof to the Tenant. In no instance shall the Tenant commence occupancy or payment of rent prior to obtaining certification of such insurance.

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Attachment A

**Lessee's Option to Purchase:**

A. Provided that the Lessee is not in default, on or after July 1, 2019 the Lessee shall have the option to purchase the Leased Premises for the Base Purchase Price of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), plus three percent (3%) times the Base Purchase times the number of full years which have elapsed since July 1, 2019.

B. In order to exercise the Lessee's option to purchase the Leased Premises, the Lessee shall provide the Lessor written notice ("Lessee's Notice") of the Lessee's election to purchase the Leased Premises. The closing of the sale of the Leased Premises by the Lessor to the Lessee shall take place no later than sixty (60) days after the Lessee's Notice.

C. Lessee shall, at Lessee's own expense, cause the title to the Leased Premises to be examined prior to the exercise of Lessee's option to purchase. If the title examination reveals any title defect or any matter which, in the reasonable judgment of Lessee's attorneys, would render title unmarketable, then Lessor shall cooperate with Lessee in attempting to remove any such title defects or other matters. The cost of any such action shall be borne by Lessee. Lessee's sole remedy for the inability to remove such defects or other matters shall be Lessee's decision not to exercise the option.

D. Closing. At the time of closing, in exchange for the purchase price, Lessor shall execute and deliver a quitclaim deed conveying to Lessee good, marketable title to the Leased Premises free and clear of all liens. The closing shall take place at the offices of Bradley & Faulkner, P.C., 50 Washington St., Keene, NH, or any other mutually agreeable location.



STATE OF NEW HAMPSHIRE  
GOVERNOR'S COMMISSION  
ON DISABILITY

ARCHITECTURAL BARRIER-FREE  
DESIGN COMMITTEE

David Gleason, Chair  
Cheryl Kilham, Vice Chair  
VACANT, Accessibility Specialist

John H. Lynch, Governor

Paul Van Blarigan, Chairman  
VACANT, Executive Director  
7 Regional Drive  
Concord, NH 03301-8518  
Tel: (603) 271-2773 (Voice or TTY)  
Tel: 1-800-852-3405 (in-state only)  
Fax: (603) 271-2837

Direct Line (603) 271-4177  
Email: [loyce.bailey@nh.gov](mailto:loyce.bailey@nh.gov)  
Website: [www.nh.gov/disability/abocommittee.html](http://www.nh.gov/disability/abocommittee.html)

October 19, 2010

To The Honorable Governor John Lynch and Members of the Executive Council:

Requested Action

Recommendation Regarding Lease Approval

Issue:  
Location:  
Requestor:  
Term:

Administrative Services, Bureau of Court Facilities, Keene Courthouse NEW  
Winter Street, Keene, NH 03401  
Monadnock Economic Development Corporation, 39 Central Square, Suite 2201, Keene, NH 03431  
December 8, 2010 to June 30, 2027 with NO Extensions



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October 19, 2010

To The Honorable Governor John Lynch and Members of the Executive Council:

**Requested Action**

**Recommendation Regarding Lease Approval**

**Lessee:** Administrative Services, Bureau of Court Facilities, Keene Courthouse NEW  
**Location:** Winter Street, Keene, NH 03401  
**Lessor:** Monadnock Economic Development Corporation, 39 Central Square, Suite 2201, Keene, NH 03431  
**Term:** December 8, 2010 to June 30, 2027 with NO Extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject NEW lease for approximately 49,620 square feet of space be approved, with the following conditions to be met prior to occupancy and commencement of the Term:

1. All new construction must be completed in compliance with Exhibit D Part III and with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (IBC 2006 and ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2009, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **All revised plans shall be submitted for approval by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (i.e. the Building Inspector).**
2. Construction drawings at 60% completion shall be submitted to the Architectural Barrier-Free Design Committee for an accessibility plan review.
3. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

This recommendation is based upon the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon completion of Exhibit D conditions.

Should future inspection prove that areas of non-compliance exist, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the Architectural Barrier-Free Design Committee:

David Gleason, Chair

jb

cc: Mary Belec, Administrator, Planning and Management, Administrative Services

