



30 JMN

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**  
**BUREAU OF FACILITIES AND ASSETS MANAGEMENT**

Nicholas A. Toumpas  
 Commissioner

Stephen J. Mosher  
 Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9500 1-800-852-3345 Ext. 9500  
 Fax: 603-271-8149 TDD Access: 1-800-735-2964

June 26, 2013

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

*Sole Source  
 Retroactive  
 60% General  
 40% Federal*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS) to enter into a **sole source, retroactive** amendment to the existing lease with Cablecar Realty, LLC, 25 Riverside Street, Suite 101, Nashua, New Hampshire 03062 (Vendor #159517) for continued occupation by the Laconia District Office by increasing the price limitation in the amount of \$633,364.20 to \$2,522,698.20 from \$1,889,334.00 and by extending the term for up to thirty months from June 30, 2013 to December 31, 2015, effective retroactive to July 1, 2013 and to end December 31, 2015. Governor and Council approved the original lease on June 22, 2005, item #317, amendment June 23, 2010, item #93 and amendment March 30, 2011, item #68. Funds are anticipated to be available in SFY 2014, SFY 2015 and SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$220,744.80	\$ 0.00	\$220,744.80
SFY 2007	022-500248	Rent&Leases Other than State	\$225,079.20	\$ 0.00	\$225,079.20
SFY 2008	022-500248	Rent&Leases Other than State	\$229,568.40	\$ 0.00	\$229,568.40
SFY 2009	022-500248	Rent&Leases Other than State	\$234,212.40	\$ 0.00	\$234,212.40
SFY 2010	022-500248	Rent&Leases Other than State	\$238,856.40	\$ 0.00	\$238,856.40
SFY 2011	022-500248	Rent&Leases Other than State	\$244,893.60	\$ 0.00	\$244,893.60
SFY 2012	022-500248	Rent&Leases Other than State	\$244,893.60	\$ 0.00	\$244,893.60
SFY 2013	022-500248	Rent&Leases Other than State	\$251,085.60	\$ 0.00	\$251,085.60
SFY 2014	022-500248	Rent&Leases Other than State	\$ 0.00	\$251,085.60	\$251,085.60
SFY 2015	022-500248	Rent&Leases Other than State	\$ 0.00	\$253,562.40	\$253,562.40
SFY 2016	022-500248	Rent&Leases Other than State	\$ 0.00	\$128,716.20	\$128,716.20
Total			\$1,889,334.00	\$633,364.20	\$2,522,698.20

**EXPLANATION**

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services have occupied this Laconia District Office location at 65 Beacon Street since 1982 currently housing seventy-eight employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to thirty months. The



Amendment is retroactive, as the Landlord's lender requires their approval prior to the landlord signing any amendment; proceeding without the lender's approval could result in a fine to the Landlord. The first amendment was lost by the Landlord's lender, therefore, another amendment was sent, however, with still no response after over a month, the Landlord opted to sign the amendment and proceed with the Amendment, without consent from their lender.

The amendment reflects an increase in the term of the lease for up to thirty months. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Lakes Region catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to thirty (30) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$16.22 per square foot gross; the lease amendment provides the same rate of \$16.22 for the first twelve months; months 13 through 24 will increase 1% to \$16.38 per square foot; months 25 through 30 will increase 1.5% to \$16.63 per square foot. The square footage remains the same at 15,480 square feet.

The original lease was competitively bid in January of 2005, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, resulting in a renewal lease.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area serviced by this amendment is the entire Belknap County and partial Grafton and Carroll Counties.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,

  
Stephen J. Mosher  
Chief Financial Officer

Approved by:

  
Nicholas A. Toumpas  
Commissioner



**LEASE SPECIFICS**

Landlord:	Cablecar Realty, LLC 25 Riverside Street, Suite 101 Nashua, New Hampshire 03062
Location:	65 Beacon Street Laconia, New Hampshire 03246
Monthly Rent:	Month 1 – 12 \$20,923.80 Month 13 – 24 \$21,130.20 Month 25 – 30 \$21,452.70
Square Footage:	15,480
Square Foot Rate:	Month 1 – 12 \$16.22 Month 13 – 24 \$16.38 Month 25 – 30 \$16.63
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2013 through December 31, 2015
Total Rent:	\$633,364.20



**AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, June 24 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Cablecar Realty, LLC, (hereinafter referred to as the "Landlord") with a place of business at 25 Riverside Street, Suite 101, Nashua, New Hampshire 03062.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 15,480 square feet of space located at 65 Beacon Street, Laconia, New Hampshire which was first entered into on April 19, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317, amendment approved by Governor and Executive Council on June 23, 2010, item #93 and amendment approved by Governor and Executive Council on March 30, 2011, item #68, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their Regionalization of District Offices and their "Request for Proposal" (RFP) process which has become increasingly complex due to recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to thirty (30) months to respond to Regionalization, to implement program changes, finalize the RFP process and obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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:**

**3.1 Term:** The expiration date of the current agreement, June 30, 2013 is hereby amended to terminate up to thirty (30) months thereafter, December 31, 2015. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: WD  
Date: 6/24/13



**4.1 Rent:** The current annual rent of \$251,085.60, which is approximately \$16.22 per square foot, will remain the same for the first twelve months, which shall be prorated to a monthly rent of \$20,923.80; months 13 through 24 will increase 1% to \$253,562.40, which is approximately \$16.38 per square foot, which shall be prorated to a monthly rent of \$21,130.20; months 25 through 30 will increase 1.5% to \$257,432.40 which is approximately \$16.63 per square foot, which shall be prorated to a monthly rent of \$21,452.70. The first monthly installment shall be due and payable July 1, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$633,364.20.

**15 Insurance:** Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

**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.

Initials: WWD  
Date: 6-24-13



IN WITNESS WHEREOF, the parties have hereunto set their hands;

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

Date: 7/11/13

By [Signature]  
Stephen J. Mosher, Chief Financial Officer

LANDLORD:

Date: 6-24-13

By [Signature]  
William L. Dube, Cablecar Realty, LLC, Managing Agent

Acknowledgement: State of N.H., County of Hillsborough  
On (date) 6/24/13, before the undersigned officer, personally appeared William L. Dube, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: Sept 9, 2014 Seal:

Name and title of Notary Public or Justice of the Peace (please print):  
Donna L Griffin, Notary



**Approval by New Hampshire Attorney General as to form, substance and execution:**

By: [Signature], Assistant Attorney General, on 22 Jul. 2013  
Jeanne P. Herrick

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_



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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2014	7/1/2013	\$20,923.80		
	8/1/2013	\$20,923.80		
	9/1/2013	\$20,923.80		
	10/1/2013	\$20,923.80		
	11/1/2013	\$20,923.80		
	12/1/2013	\$20,923.80		
	1/1/2014	\$20,923.80		
	2/1/2014	\$20,923.80		
	3/1/2014	\$20,923.80		
	4/1/2014	\$20,923.80		
	5/1/2014	\$20,923.80		
	6/1/2014	\$20,923.80	\$ 251,085.60	\$ 251,085.60
2015	7/1/2014	\$21,130.20		
	8/1/2014	\$21,130.20		
	9/1/2014	\$21,130.20		
	10/1/2014	\$21,130.20		
	11/1/2014	\$21,130.20		
	12/1/2014	\$21,130.20		
	1/1/2015	\$21,130.20		
	2/1/2015	\$21,130.20		
	3/1/2015	\$21,130.20		
	4/1/2015	\$21,130.20		
	5/1/2015	\$21,130.20		
	6/1/2015	\$21,130.20	\$ 253,562.40	\$ 253,562.40
2016	7/1/2015	\$21,452.70		
	8/1/2015	\$21,452.70		
	9/1/2015	\$21,452.70		
	10/1/2015	\$21,452.70		
	11/1/2015	\$21,452.70		
	12/1/2015	\$21,452.70	\$ 128,716.20	\$ 128,716.20
<i>Total Rent</i>			\$ 633,364.20	\$ 633,364.20

Initials: WNP  
Date: 6-24-13



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

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

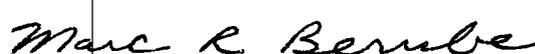
<b>PRODUCER</b> Eaton & Berube Commercial Line 11 Concord St. Nashua, NH 03064 603 882-2766	<b>CONTACT NAME:</b> Cathy Beauregard <b>PHONE (A/C, No, Ext):</b> 603 882-2766 <b>FAX (A/C, No):</b> 603-886-4230 <b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Arbella Insurance</b> INSURER B : <b>Chubb Insurance Group</b> INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Cabelcar Realty LLC c/o Dube Investment Properties, LLC 25 Riverside Street; Suite 101 Nashua, NH 03062	NAIC #

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	GENERAL LIABILITY	<b>x</b>	<b>8500057766</b>	<b>12/30/2012</b>	<b>12/30/2013</b>	EACH OCCURRENCE <b>\$1,000,000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) <b>\$5,000</b>	
						PERSONAL & ADV INJURY <b>\$1,000,000</b>	
						GENERAL AGGREGATE <b>\$2,000,000</b>	
						PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>	
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
						\$	
<b>B</b>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		<b>79936314</b>	<b>07/25/2012</b>	<b>07/19/2013</b>	EACH OCCURRENCE <b>\$5,000,000</b>	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE <b>\$5,000,000</b>	
	DED <input checked="" type="checkbox"/> RETENTION \$0					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<b>N/A</b>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**State of NH; Dept of Health & Human Services is Additionally insured with regard to General Liability.**

<b>CERTIFICATE HOLDER</b>  State of NH, Dept. of Health & Human Services attn: Leon Smith, Administrator 129 Pleasant street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# 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 CABLECAR REALTY, LLC is a New Hampshire limited liability company formed on December 16, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of June, A.D. 2013

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

William M. Gardner  
Secretary of State



CERTIFICATE OF VOTE

I, William L. Dube do hereby certify that I am the Managing Agent of the company know as Cablecar Realty, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Cablecar Realty, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: William L. Dube

Date: 6-24-13

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

OF: N.H. COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) 6-24-13

appeared before me (print full name of notary) DONNA L. GRIFFIN the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) William L. Dube who acknowledged himself to be

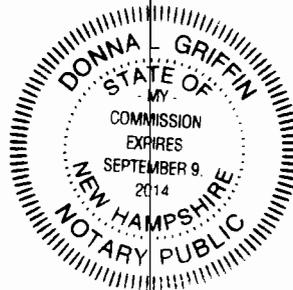
Managing Agent of Cablecar Realty, LLC, and that as such Managing Agent, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing

himself as Managing Agent.

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

Seal) Donna L. Griffin, Notary





## Search Results

**Current Search Terms: cablecar\* realty\* LLC\***

**No records found for current search.**

**SAM | System for Award Management 1.0**

IBM v1.1016.20130614-1637

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





3/30/11  
#68



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF BUSINESS OPERATIONS  
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

**COPY**

Nicholas A. Toumpas  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4846 1-800-852-3345 Ext. 4846  
Fax: 603-271-8149 TDD Access: 1-800-735-2964

James P. Fredyma  
Controller

February 22, 2011

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

**REQUESTED ACTION**

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05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

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**EXPLANATION**

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since 1982 currently housing seventy-eight employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to twenty-four months. This amendment also provides an early termination clause that allows the Department the right of "early termination" of the term, after the initial fourteen (14) months of the term has passed. The Department may exercise the option by delivering written notification to Landlord 120 days in advance of the desired termination date.

The amendment reflects an increase in the term of the lease for up to twenty-four months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Lakes Region catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twenty-four (24) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.82 per square foot gross; the lease amendment provides the same rate of \$15.82 per square foot for the first twelve months with a 2.5% increase in the last twelve months to \$16.22 per square foot. The square footage remains the same at 15,480 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Laconia Evening Citizen on January 20, 21 and 27, 2005. In addition, the current Landlord, Laconia area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's web page for broadened exposure. The RFP produced one response from Cablecar Realty, Inc. (current Landlord) with the existing property *as is* located at 65 Beacon Street. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area serviced by this amendment is the entire Belknap County and partial Grafton and Carroll Counties.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs. In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma  
Controller

Approved by:



Nicholas A. Toumpas

**LEASE SPECIFICS**

<b>Landlord:</b>	Cablecar Realty, LLC 25 Riverside Street, Suite 101 Nashua, New Hampshire 03062
<b>Location:</b>	65 Beacon Street Laconia, New Hampshire 03246
<b>Monthly Rent:</b>	Year 1 \$20,407.80 Year 2 \$20,923.80
<b>Square Footage:</b>	15,480
<b>Square Foot Rate:</b>	Year 1 \$15.82 Year 2 \$16.22
<b>Janitorial:</b>	Included in rent
<b>Utilities:</b>	Included in rent
<b>Term:</b>	Commencing July 1, 2011 through June 30, 2013
<b>Total Rent:</b>	\$495,979.20

**AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, 2-9-11, 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Cablecar Realty, LLC, (hereinafter referred to as the "Landlord") with a place of business at 25 Riverside Street, Suite 101, Nashua, New Hampshire 03062.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 15,480 square feet of space located at 65 Beacon Street, Laconia, New Hampshire which was first entered into on April 19, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317 and amendment approved by Governor and Executive Council on June 23, 2010, item #93 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twenty-four (24) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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:**

**3.1 Term:** The expiration date of the current agreement, June 30, 2011 is hereby amended to terminate up to twenty-four (24) months thereafter, June 30, 2013. Tenant shall have the right of "early termination" of the term, after the initial fourteen (14) months of the term have passed. Tenant may exercise their option for "early termination" by delivering to Landlord, 120 days in advance of their desired termination date, written notification at the address above. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

initial 

**4.1 Rent:** The current annual rent of \$244,893.60, which is approximately \$15.82 per square foot, will remain the same for the first 12 months, which shall be prorated to a monthly rent of \$20,407.80, which shall be due on the first day of the month during the amended term. The last 12 months will increase by 2.5% to \$251,085.60, which is approximately \$16.22 per square foot, which shall be prorated to a monthly rent of \$20,923.80. The first monthly installment shall be due and payable July 1, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$495,979.20.

**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.

initial 

IN WITNESS WHEREOF, the parties have hereunto set their hands;

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

Date: 2/16/11

By David S. Clapp  
David S. Clapp, Bureau Chief, BFAM

LANDLORD:

Date: 2/9/11

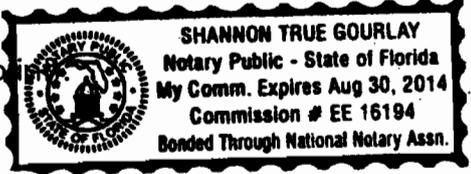
By William L. Dube  
William L. Dube, Cablecar Realty, LLC, Managing Agent

Acknowledgement: State of Florida, County of Palm Beach.  
On (date) Feb 9, 2011, before the undersigned officer, personally appeared William Dube, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: 8/30/14 Seal:

Name and title of Notary Public or Justice of the Peace (please print) Shannon Gourlay



**Approval by New Hampshire Attorney General as to form, substance and execution:**

By: Rebecca L. Woodlark, Assistant Attorney General, on 3/9/11

**Approval by the New Hampshire Governor and Executive Council:**

By: [Signature], on **MAR 30 2011**

**DEPUTY SECRETARY OF STATE**

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2012	7/1/2011	\$20,407.80		
	8/1/2011	\$20,407.80		
	9/1/2011	\$20,407.80		
	10/1/2011	\$20,407.80		
	11/1/2011	\$20,407.80		
	12/1/2011	\$20,407.80		
	1/1/2012	\$20,407.80		
	2/1/2012	\$20,407.80		
	3/1/2012	\$20,407.80		
	4/1/2012	\$20,407.80		
	5/1/2012	\$20,407.80		
		<u>6/1/2012</u>	<u>\$20,407.80</u>	<u>\$ 244,893.60</u>
2013	7/1/2012	\$20,923.80		
	8/1/2012	\$20,923.80		
	9/1/2012	\$20,923.80		
	10/1/2012	\$20,923.80		
	11/1/2012	\$20,923.80		
	12/1/2012	\$20,923.80		
	1/1/2013	\$20,923.80		
	2/1/2013	\$20,923.80		
	3/1/2013	\$20,923.80		
	4/1/2013	\$20,923.80		
	5/1/2013	\$20,923.80		
		<u>6/1/2013</u>	<u>\$20,923.80</u>	<u>\$ 251,085.60</u>
<i>Total Rent</i>				<u>\$ 495,979.20</u>

initial *WSD*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/09/2011

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

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

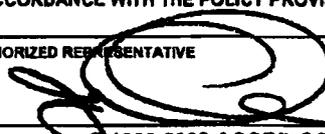
PRODUCER J. CONRAD COFFEY INSURANCE AGENCY 2 WELLMAN AVE, SUITE 320 NASHUA, NH 03064-1463	603-883-6600 603-882-0091	CONTACT NAME: J. CONRAD COFFEY PHONE (A/C No., Ext): 603-883-6600 E-MAIL ADDRESS: JCOFFEY@COFFEYINS.COM PRODUCER CUSTOMER ID #:	FAX (A/C No): 603-882-0091
INSURED STREETCAR PLACE CABLECAR REALTY LLC 25 RIVERSIDE DR NASHUA NH 03062-1396	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: THE HANOVER INSURANCE CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ODV8914553	12/30/2010	12/30/2011	EACH OCCURRENCE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	MED EXP (Any one person) \$ 10,000	PERSONAL & ADV INJURY \$ 2,000,000	GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	BODILY INJURY (Per person) \$	BODILY INJURY (Per accident) \$	PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$	AGGREGATE \$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$	E.L. DISEASE - EA EMPLOYEE \$	E.L. DISEASE - POLICY LIMIT \$

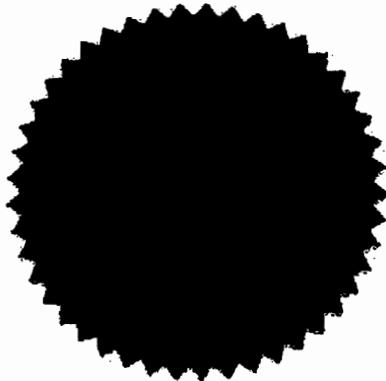
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**65 BEACON ST, LACONIA NH**  
**ADDITIONAL INSURED: STATE OF NEW HAMPSHIRE**

<b>CERTIFICATE HOLDER</b> STATE OF NEW HAMPSHIRE DEPT OF HEALTH & HUMAN RESOURCES 129 PLEASANT ST CONCORD NH 03301  ATTN: LEON SMITH, ADMINISTRATOR	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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 CABLECAR REALTY, LLC is a New Hampshire limited liability company formed on December 16, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of February, A.D. 2011

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, William L. Dube do hereby certify that I am the Managing Agent of the company know as Cablecar Realty, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Cablecar Realty, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: William L. Dube

Date: 2-9-11

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

OF: Florida COUNTY OF: Palm Beach

UPON THIS DATE (insert full date) 2-9-11

appeared before me (print full name of notary) Shannon True Gourlay the undersigned Managing Agent personally appeared (insert Managing Agent's signature) William L. Dube who acknowledged himself to be Managing Agent of Cablecar Realty, LLC, and that as such Managing Agent, authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself as Managing Agent.

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

Seal) STG





6/29/10  
#93

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF BUSINESS OPERATIONS**  
**BUREAU OF FACILITIES AND ASSETS MANAGEMENT**

Nicholas A. Toumpas  
Commissioner  
  
James P. Fredyma  
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4846 1-800-852-3345 Ext. 4846  
 Fax: 603-271-8149 TDD Access: 1-800-735-2964

COPY

May 24, 2010

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS) to amend the existing lease with Cablecar Realty, LLC, 25 Riverside Street, Suite 101, Nashua, New Hampshire 03062 (Vendor #159517) for continued occupation by the Laconia District Office by increasing the price limitation in the amount of \$244,893.60 to \$1,393,354.80 from \$1,148,461.20 and by extending the term for up to twelve months from June 30, 2010 to June 30, 2011, which changes the lease to a sole source lease, effective July 1, 2010 or upon Governor and Executive Council approval, whichever comes first. Governor and Council approved the original lease on June 22, 2005, item #317. Funds are available in the following account for SFY 2011.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rent&Leases Other than State	\$220,744.80	\$ 0.00	\$220,744.80
SFY 2007	022-500248	Rent&Leases Other than State	\$225,079.20	\$ 0.00	\$225,079.20
SFY 2008	022-500248	Rent&Leases Other than State	\$229,568.40	\$ 0.00	\$229,568.40
SFY 2009	022-500248	Rent&Leases Other than State	\$234,212.40	\$ 0.00	\$234,212.40
SFY 2010	022-500248	Rent&Leases Other than State	\$238,856.40	\$ 0.00	\$238,856.40
SFY 2011	022-500248	Rent&Leases Other than State	\$ 0.00	\$244,893.60	\$244,893.60
<b>Total</b>			<b>\$1,148,461.20</b>	<b>\$244,893.60</b>	<b>\$1,393,354.80</b>

**EXPLANATION**

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Laconia District Office location at 65 Beacon Street since 1982 currently housing seventy-eight employees.

# EPLS

Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : Cablecar Realty, LLC  
as of 15-Feb-2011 8:53 AM EST**

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**Your search returned no results.**

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Laconia District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.43 per square foot gross; the lease amendment provides an increased square foot rate of \$15.82. The square footage remains the same at 15,480 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Laconia Evening Citizen on January 20, 21 and 27, 2005. In addition, the current Landlord, Laconia area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's web page for broadened exposure. The RFP produced one response from Cablecar Realty, Inc. (current Landlord) with the existing property as is located at 65 Beacon Street. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area serviced by this lease is the entire Belknap County and partial Grafton and Carroll Counties.

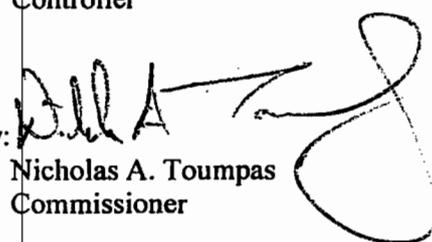
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,

  
James P. Fredyma  
Controller

Approved by:

  
Nicholas A. Toumpas  
Commissioner

**LEASE SPECIFICS**

<b>Landlord:</b>	Cablecar Realty, LLC 25 Riverside Street, Suite 101 Nashua, New Hampshire 03062
<b>Location:</b>	65 Beacon Street Laconia, New Hampshire 03246
<b>Monthly Rent:</b>	\$20,407.80
<b>Square Footage:</b>	15,480
<b>Square Foot Rate:</b>	\$15.82
<b>Janitorial:</b>	Included in rent
<b>Utilities:</b>	Included in rent
<b>Term:</b>	Commencing July 1, 2010 through June 30, 2011
<b>Total Rent:</b>	\$244,893.60

**AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, 5/17/10, 2010 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Cablecar Realty, LLC, (hereinafter referred to as the "Landlord") with a place of business at 25 Riverside Street, Suite 101, Nashua, New Hampshire 03062.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on April 19, 2005, which was approved by the Governor and Executive Council on June 22, 2005, item #317 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twelve (12) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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:**

**3.1 Term:** The expiration date of the current agreement, June 30, 2010 is hereby amended to terminate twelve (12) months thereafter, June 30, 2011. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

**4.1 Rent:** The current annual rent of \$238,856.40, which is approximately \$15.43 per square foot, will increase by 2.5% to \$244,893.60, which is approximately \$15.82 per square foot, which shall be prorated to a monthly rent of \$20,407.80, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable July 1, 2010 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$244,893.60.

**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.

initial



IN WITNESS WHEREOF, the parties have hereunto set their hands;

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

Date: 5/24/10

By David S. Clapp  
David S. Clapp, Bureau Chief, BFAM

LANDLORD:

Date: 5/17/10

By William L. Dube  
William L. Dube, Cablecar Realty, LLC, Managing Agent

Acknowledgement: State of NH, County of Hillsborough

On (date) 5/17/10, before the undersigned officer, personally appeared William L. Dube, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Donna L. Griffin, Notary

Commission expires: Sept 9, 2014 Seal:

Name and title of Notary Public or Justice of the Peace (please print):  
Donna L. Griffin, Notary



**Approval by New Hampshire Attorney General as to form, substance and execution:**

By Rebecca L. Woodard, <sup>Attorney</sup> Assistant Attorney General, on 5/28/10

**Approval by the New Hampshire Governor and Executive Council:**

By [Signature], on JUN 23 2010

**DEPUTY SECRETARY OF STATE**

ATTACHMENT TO EXHIBIT B  
 TELLER'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2011	7/1/2010	\$ 20,407.80		
	8/1/2010	\$ 20,407.80		
	9/1/2010	\$ 20,407.80		
	10/1/2010	\$ 20,407.80		
	11/1/2010	\$ 20,407.80		
	12/1/2010	\$ 20,407.80		
	1/1/2011	\$ 20,407.80		
	2/1/2011	\$ 20,407.80		
	3/1/2011	\$ 20,407.80		
	4/1/2011	\$ 20,407.80		
	5/1/2011	\$ 20,407.80		
	6/1/2011	\$ 20,407.80	\$ 244,893.60	\$ 244,893.60

*Total Rent* \$ 244,893.60

WJ



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/17/2010

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

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<b>PRODUCER</b> 603-883-6600      603-882-0091 <b>J. CONRAD COFFEY INSURANCE AGENCY</b> 2 WELLMAN AVE, SUITE 320  NASHUA, NH 03064-1463	<b>CONTACT NAME:</b> J. CONRAD COFFEY <b>PHONE (A/C No. Ext):</b> 603-883-6600 <b>FAX (A/C No.):</b> 603-882-0091 <b>E-MAIL ADDRESS:</b> JCOFFEY@COFFEYINS.COM <b>PRODUCER CUSTOMER ID #:</b>														
<b>INSURED</b> <b>STREETCAR PLACE</b> <b>CABLECAR REALTY LLC</b> 25 RIVERSIDE DR NASHUA NH 03062-1396	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ONE BEACON INSURANCE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ONE BEACON INSURANCE		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ONE BEACON INSURANCE															
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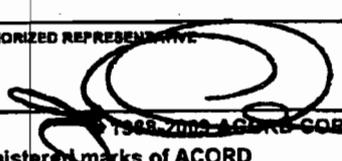
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1U02150	12/30/2009	12/30/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

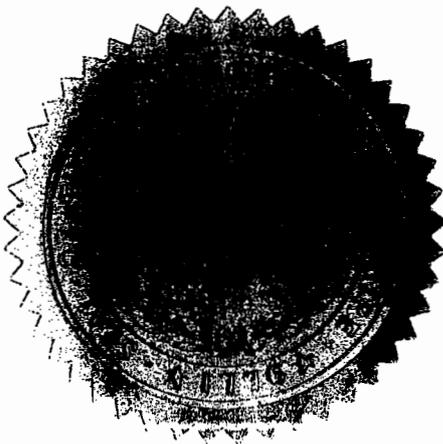
65 BEACON ST, LACONIA NH  
 ADDITIONAL INSURED: STATE OF NEW HAMPSHIRE

<b>CERTIFICATE HOLDER</b>  STATE OF NEW HAMPSHIRE DEPT OF HEALTH & HUMAN RESOURCES 129 PLEASANT ST CONCORD NH 03301  ATTN: LEQN SMITH, ADMINISTRATOR	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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 CABLECAR REALTY, LLC is a New Hampshire limited liability company formed on December 16, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of May, A.D. 2010

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, William L. Dube do hereby certify that I am the Managing Agent of the company know as Cablecar Realty, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Cablecar Realty, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: William L. Dube

Date: 5/17/10

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

OF: N. H. COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) 5/17/10

appeared before me (print full name of notary) Donna L. Griffin the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) William L. Dube who acknowledged himself to be

Managing Agent of Cablecar Realty, LLC, and that as such Managing Agent, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing

himself as Managing Agent.

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

Seal) Donna L. Griffin, Notary



**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

**View Cause and Treatment Code Descriptions**

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

**Agency & Acronym Information**

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

**OFFICIAL GOVERNMENT USE ONLY**

- > Debar Maintenance
- > Administration
- > Upload Login

**EPLS Search Results****Search Results for Parties Excluded by**

**Exact Name : Cablecar Realty, LLC**  
**As of 12-May-2010 4:21 PM EDT**  
**Save to MyEPLS**

**Your search returned no results.**

It is further recommended that you perform a **Partial Name** search on any word of the name to further confirm the **eligibility status** of the party. An additional **Partial Name** search might be necessary because an **Exact Name** match will not be found if the **spelling or format** of the name you are searching for is different than the name of the exclusion in EPLS.

**Back New Search Printer-Friendly**

**Resources**

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

**Reports**

- > Advanced Reports
- > Recent Updates
- > Dashboard

**Archive Search - Past Exclusions**

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

**Contact Information**

- > For Help: Federal Service Desk



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF BUSINESS OPERATIONS

6/22/05

# 317

**COPY**

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

John A. Stephen  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4846 1-800-852-3345 Ext. 4846  
 Fax: 603-271-8149 TDD Access: 1-800-735-2964

James P. Fredyma  
 Controller

May 19, 2005

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a lease renewal agreement with Cablecar Realty, LLC, 25 Riverside Street, Suite 101, Nashua, NH 03062 (Vendor #120703) in the amount of \$1,148,461.20, commencing July 1, 2005 or upon Governor and Executive Council approval, whichever is later, and to end sixty months thereafter on June 30, 2010. Funds are available in the following account.

Account 010-095-5685-022-0248

SFY 2006	\$ 220,744.80
SFY 2007	\$ 225,079.20
SFY 2008	\$ 229,568.40
SFY 2009	\$ 234,212.40
SFY 2010	\$ 238,856.40
Total	\$1,148,461.20

**EXPLANATION**

The purpose of this request is to enter into a lease renewal agreement with Cablecar Realty, LLC. The Department has occupied its current lease space at 65 Beacon Street since 1982 currently housing seventy-eight employees, inclusive of the Division of Family Assistance, Division for Children Youth and Families, Office of Child Support, the Bureau of Elderly and Adult Services and the Division of Juvenile Justice Services.

In January of 2005, a space search was conducted through newspaper advertisements in the Manchester Union Leader and the Laconia Evening Citizen (see attached ADVERTISING SCHEDULE). In addition, the current Lessor, Laconia area real estate agencies, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement (see attached Direct Recipients). Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page for broadened exposure. The RFP produced one response from Cablecar Realty, Inc. (current Lessor) with the existing property as is located at 65 Beacon Street. Therefore, the Department renegotiated with the existing Lessor for a five-year renewal.

The negotiated lease provides a gross lease rate of \$14.26 per square foot for the first year with 2% escalators for years two through five. The current lease rate is \$13.84 per square foot gross; the square footage remains the same at 15,480 square feet. There are no options to extend this lease renewal.

In addition, the following items will be provided by the Landlord at no additional cost to the Department: the Landlord will replace existing and or re-key existing door hardware, remove existing sheet vinyl flooring and replace with new 12x12 vinyl tile at restrooms, relocate six existing recessed incandescent lighting, replace approximately twenty-eight plastic laminate windowsills, replace or repair approximately thirteen window shades, patch as required and paint existing walls in common areas.

The renewal includes no additional moving expenses and provides continued uninterrupted services to clients. The lease renewal negotiated with the current Lessor provides the same terms and conditions as the original lease. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes and common area maintenance.

In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Lessor at the Department's expense without amending the amount of this contract.

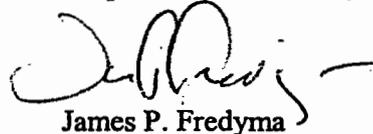
Approval of this lease renewal will allow the Department to continue to provide services to the public in the Laconia Area.

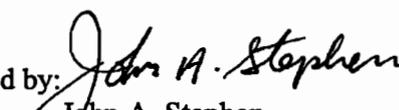
The area served by this lease is the entire Belknap County and partial Grafton and Carroll Counties.

Funding for this request is General Funds 59%, Federal Funds 41% by cost allocation across benefiting programs.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,

  
James P. Fredyma  
Controller

Approved by:   
John A. Stephen  
Commissioner

**LEASE SPECIFICS**

Landlord:	Cablecar Realty, LLC 25 Riverside Street, Suite 101 Nashua, New Hampshire 03062
Location:	65 Beacon Street Laconia, New Hampshire 03246
Monthly Rent:	Year 1           \$18,395.40 Year 2           \$18,756.60 Year 3           \$19,130.70 Year 4           \$19,517.70 Year 5           \$19,904.70
Square Footage:	15,480
Square Foot Rate:	Year 1           \$14.26 Year 2           \$14.54 Year 3           \$14.83 Year 4           \$15.13 Year 5           \$15.43
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2005 through June 30, 2010
Total Rent:	\$1,148,461.20

## ADVERTISING SCHEDULE

### Request for Proposals

Wanted to rent in Laconia, NH for a five (5) to ten (10) year term, commencing no later than July 1, 2005, approximately 15,480 usable square feet of office space for the State's Department of Health and Human Services. The space offered must be renovated to meet State's programmatic specifications. In advance of submitting a Letter of Intent/Offer, please request a copy of these specifications by contacting Margaret Baker, Department of Health and Human Services, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4846). This information may also be obtained by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Intent/Offers regarding this request must be received by 2:00 p.m. on February 3, 2005.

The STATE OF NEW HAMPSHIRE reserves the right to reject any and all proposals.

#### **Ad Placement:**

	<b>Run 1</b>	<b>Run 2</b>	<b>Run 3</b>
<b>The Manchester Union Leader/NH Sunday News</b>	Thursday 1/20/05	Friday 1/21/05	Thursday 1/27/05
Manchester, NH			
<b>Laconia Evening Citizen</b>	Thursday 1/20/05	Friday 1/21/05	Thursday 1/27/05
Laconia, NH			

LACONIA DISTRICT OFFICE RE     DIRECT RECIPIENTS

Ms Lisa Kilgore  
Coldwell Banker Ashton-Kilgore Realty  
103 Ponemah Road  
Amherst, NH 03031

Mr David Hall  
Dewolfe Companies Inc.  
104 Route 101A  
Amherst, NH 03031

Mr Howard Gollihue  
Argosy Group  
136 State Route 101A  
Amherst, NH 03031-2209

Ms Karin Leonard  
Leonard Lee & Company  
89 Route 101A  
Amherst, NH 03031-2216

Mr Elmer Pease II  
PD Associates LLC  
5 Dartmouth Drive Unit 101  
Auburn, NH 03032-3984

Ms Ann Kelley  
RE/MAX Executives  
5 Dymont Way Steet  
Barrington, NH 03825-3736

Sir  
Marquis-Whitman Assoc Inc  
15 Constitution Drive  
Bedford, NH 03110

Mr Terry Smith  
Crafts Appraisal Assoc LTD  
4 Bell Hill Road  
Bedford, NH 03110

Mr Joseph Mendola  
The Norwood Group  
116 South River Road  
Bedford, NH 03110

Mr Justin Bielagus  
Coldstream RE Advisors Inc  
170 South River Road  
Bedford, NH 03110

Mr Roger Russell  
ERA Masiello Group  
207 Meetinghouse Road  
Bedford, NH 03110

Mr Joel Kahn  
Equity Alliance Corp  
32 Elk Drive  
Bedford, NH 03110

Global Commercial Corp  
167 South River Road  
Bedford, NH 03110-6920

Mr Thomas Fini  
Fini Real Estate Group Inc  
169 South River Road - Suite 2  
Bedford, NH 03110

Mr Robert Phillips  
Granite Commercial Group Inc  
188 Route 101 Suite 3  
Bedford, NH 03110

Mr Karl Norwood  
The Norwood Group  
116 South River Road  
Bedford, NH 03110

Mr Hugh O'Neil  
O'Neil Real Estate  
12 Appledor Road  
Bedford, NH 03110

Mr Paul Griffin  
Paul T Griffin Inc  
58 Meetinghouse Road  
Bedford, NH 03110

Sir  
Phoenix Realty Group/Nancy Van Sciver LLC  
128 South River Road  
Bedford, NH 03110

Phoenix Realty Group/Arthur Slattery LLC  
128 South River Road  
Bedford, NH 03110

Mr Gregory R Kirsch  
Astoria Properties LLC  
11 Corporate Drive  
Belmont, NH 03220

Mr Bill Woglon  
Opeche Construction Corporation  
11 Corporate Drive  
Belmont, NH 03220

Mr Peter Callioras  
Alpha Auction & Realty Co Inc  
251 Leavitt Road  
Belmont, NH 03220

Mr Lee Coulombre  
Prudential-Coulombe Real Estate  
181 Cole Street  
Berlin, NH 03570

Mr Richard Poulin  
Downtown Enterprises  
95 Main Street  
Berlin, NH 03570

Mr William J Andreas  
Executive Director  
BEDCO (Business Enterprise Development  
Corporation)  
PO Box 628  
Berlin, NH 03570

Mr Patrick MacQueen  
City Manager  
City of Berlin  
168 Main Street City Hall  
Berlin, NH 03570

Mr Steven Werst  
Altid Properties  
PO Box 207  
Cambridge, MA 03141

Mr Mel Borrin  
Preferred Properties Inc  
Route 25 PO Box 161  
Center Harbor, NH 03226

Mr Martin Tymowicz  
C-21 Highview Realty  
122 Pleasant Street  
Claremont, NH 03743

Mr Bert R Whittemore  
Riverwood Commercial Properties Inc  
Four Park Street  
Concord, NH 03301

Mr James Corrigan  
The Corrigan Company  
6C Hills Avenue  
Concord, NH 03301

Mr Ron Robin  
ERA Masiellow Group  
4 Park Street  
Concord, NH 03301

Mr Randolph W Daniels  
Capital Appraisal Assoc  
128 South Fruit Street  
Concord, NH 03301

Mr Nick Norman  
Norman Realty Solutions  
16 Crescent Street  
Derry, NH 03038

Mr Donald Chabot  
Town & Country Realty Assoc  
26 Tremont Street  
Claremont, NH 03743

Ms Mary Belec  
Bureau of Planning & Management/Administrative  
Services  
State House Annex  
Concord, NH 03301

Mr John Donapoli  
Office of Business and Industrial Development  
172 Pembroke Road PO 1856  
Concord, NH 03301

Mr Scott Walker  
Premiere Properties  
255 South Main Street  
Concord, NH 03301-3405

Mr Peter Samaha  
Samaha Family Realty  
11 Madison Street  
Concord, NH 03301-2240

Mr Win Saltmarsh  
Merrimack Valley Assistance Program  
8 Wall Street  
Concord, NH 03301

Ms Linda Cardner  
J A McGillen Associates INC  
48 West Broadway  
Derry, NH 03038

Ms Theresa Ryan  
Pater Real Estate Management  
82 W Broadway Street  
Derry, NH 03038-2392

Mr Howard B Shecter  
Dewolfe Companies Inc  
601 Central Avenue  
Dover, NH 03820

Ms Mary Merkley  
Prudential Rush Realty  
634 Central Street  
Dover, NH 03820

Mr Jeffrey Larrabee  
Larrabee Real Estate Co LTD  
PO Box 687  
Epsom, NH 03234

Mr William Murphy  
Murphy & Murphy Real Estate  
23A Portsmouth Avenue  
Exeter, NH 03833

Mr Paul McCoy  
McCoy Professionals  
104 Epping Road  
Exeter, NH 03833-2600

Mr Andrew Smith  
Peabody & Smith Properties Inc  
383 Main Street  
Franconia, NH 03580

Mr Andrew Smith  
Peak Three Associates  
Main Street  
Franconia, NH 03580

Mr Berry Shea  
Barry Shea & Associates  
25 Country Club Road Ste 202  
Gilford, NH 03246

Mr Robert Ehrenberg  
The Business Connection Inc  
104 Lily Pond Road  
Gilford, NH 03246-6686

Mr J Kinney O'Rourke Broker  
PO Box 7314  
Gilford, NH 03247-7314

Mr Michael P Spyridakis  
High Point Realty Corp  
542 Mast Road  
Goffstown, NH 03045

Mr Joseph Hunkins  
Hunkins Real Estate  
PO Box 5  
Greenland, NH 03840

Mr Donald C Burgeson  
Coldwell Banker/Concept 100 Real Estate  
Route 111  
Hampstead, NH 03841

Mr Michael Brigham  
ERA Masiello Group  
408 Lafayette Road  
Hampton, NH 03842

Mr Chris Congdon  
Quayle Congdon Real Estate  
865 Lafayette Road  
Hampton, NH 03842-1257

Ms Kathy Rush  
Prudential Rush Realty  
314 Lafayette Road  
Hampton, NH 03842

Ms Maureen Carey  
Carey Associates  
95 Lafayette Road  
Hampton Falls, NH 03844

Mr Michael Woodard  
Redpath Commercial Division  
45 Lyme Road Suite 305  
Hanover, NH 03755

Mr William Johnson  
Coldwell Banker Redpath & Co  
PO Box 167  
Hanover, NH 03755

Mr Robert Haynes Jr  
RE Haynes Co Inc  
14 South Main Street Suite 2F  
Hanover, NH 03755-2015

Mr T Robert Valicenti  
ERA Masiello Group  
2 Main Street  
Hollis, NH 03049

Mr Duane Osterkamp  
Osterkamp Associates  
PO Box 1047  
Hollis, NH 03049

Mr George F Brooks III  
Brooks RE Services  
40 Harvey Road  
Londonderry, NH 03053-7400

Mr Mort Blumental  
Morjoy Realty Associates Inc  
PO Box 16038  
Hooksett, NH 03106-6038

Sousa Realty & Development Corp  
46 Lowell Road  
Hudson, NH 03051

Despres and Associates Inc  
41 Main Street  
Jaffrey, NH 03452

Greenwald Realty Associates  
55 Main Street  
Keene, NH 03431

RE/MAX Town & Country  
117 West Street  
Keene, NH 03431

Bradshaw & Bradshaw/Industrial Real Estate  
160 Emerald Street  
Keene, NH 03431

HK Associates  
694 Main Street  
Keene, NH 03431

Mr John R Bradshaw  
Bradshaw & Bradshaw Inc  
PO Box 421  
Keene, NH 03431-0421

Sir  
Prudential Brown & Tent Realtors  
428 Main Street  
Keene, NH 03431

Mr George Foskett  
ERA Masiello Group  
69A Island Street  
Keene, NH 03431

Mr Charles Miller  
Coldwell Banker Tattersall & Assoc RE  
391 West Street  
Keene, NH 03431-2403

Mr. A Ranger Curran  
RE/MAX Town & Country  
117 West Street PO Box 1060  
Keene, NH 03431

Ms Beverly George  
Northeast Appraisal Service  
149 Drinkwater Road  
Kensington, NH 03833

Mr Peter Ellis  
Anchor Darling Industries  
32 Moulton Street  
Laconia, NH 03246

Mr Charles Schubert  
Applied Economic Rearch  
109 Court Street  
Laconia, NH 03246

Mr Kent D Lock Jr  
Dewolfe Companies Inc  
1083 Union Avenue  
Laconia, NH 03246

Mr Steve Weeks  
Coldwell Banker Commercial  
348 Court Street  
Laconia, NH 03246

Ms Pepper Anderson  
Hadlock Real Estate  
226 Main Street  
Littleton, NH 03561

Mr King Covey  
Golden & Covey Realtors  
213 Main Street  
Littleton, NH 03561

Mr Andy Levy  
The Meg Companies  
25 Orchard View Drive  
Londonderry, NH 03053-3376

Ms Judith Tinkham  
Tinkham Realty  
Route 102  
Londonderry, NH 03053

Omni Group  
PO Box 397  
Manchester, NH 03105-0397

Mr Glenn Newberry  
Americorp Real Estate Services  
175 River Road  
Manchester, NH 03104

Mr Tom Farrelly  
Cushman and Wakefield of NH Inc  
650 Elm Street Second Floor  
Manchester, NH 03101

Mr Don Eaton  
Eaton Partners Inc  
314 Elm Street  
Manchester, NH 03101

Mr Richard Danais  
Danais Realty Group  
799 Mammoth Road  
Manchester, NH 03104

Mr Joseph Fremeau  
Fremeau Appraisal Inc  
11 Stark Street  
Manchester, NH 03101-1935

Mr John A Jackman  
Jackman Commercial Realty Inc  
526 Fox Hollow Way  
Manchester, NH 03104

Mr Gregory Barrett  
KAS-BAR Realty  
55 West Merrimack Street  
Manchester, NH 03101-2321

Mr John Madden  
JCM Management Company Inc  
540 North Commercial Street  
Manchester, NH 03101

Mr Richard Marquis  
NE Business Property  
PO Box 5075  
Manchester, NH 03108-5075

Ms Pamela Halvorsen  
Laureate Realty Corporation  
1 Sundial Ave - Suite 505  
Manchester, NH 03103

Mr Russell Poirier  
Martel Realty  
Second Street  
Manchester, NH 03102

Mr William Norton  
Norton Asset Management Inc  
342 Commercial Street  
Manchester, NH 03101-1127

Mr Allan Clark  
REI Service Corporation  
763 Chestnut Street  
Manchester, NH 03104-3011

Mr Ronald Dupont  
Red Oak Property Management Inc  
289 Pine Street  
Manchester, NH 03103

Mr Kirk Roth  
Roth & Roth LLC  
155 Dow Street  
Manchester, NH 03101

H J Stablile & Son Inc  
21 Manchester Street #200  
Merrimack, NH 03054-4801

Mr Charles Thibedeau  
CPManagement  
Three Mound Court  
Merrimack, NH 03054

Dahl House Realty  
26 Dahl Road  
Merrimack, NH 03054-4534

Mr Lawrence Hirsch  
Hirsch & Company Inc  
32 Daniel Webster Highway Suite #1  
Merrimack, NH 03054-4859

Sir  
Prudential RE Marsha Roster  
633 Elm street  
Milford, NH 03055

Mr John Bertson  
Broker  
97 South Main Street  
Mont Vernon, NH 03057

Sir  
Prudential – Crain Realty  
216 DW Highway South  
Nashua, NH 03062

Mr Peter K Smith  
Smith & Company  
60 Main Street Suite T300  
Nashua, NH 03060-2720

Carlson Norwood Real Estate  
150 Broad Street  
Nashua, NH 03063-3214

rolman Realty Inc  
00 Elm Street  
Nashua, NH 03060

Mr Timothy Paige  
Cameron Real Estate  
400 Amherst Street Suite 202  
Nashua, NH 03063

Mr Gerald Nash  
The Nash Group  
40 Temple Street  
Nashua, NH 03060

Mr Robert Winkler  
Advanced Realty Group  
PO BOX 26  
Newport, NH 03773-3029

Ms Angie Kopka  
Kopka Real Estate Inc  
129 E Dunstable Road  
Nashua, NH 03062

Mr Michael H Monks SIOR  
Monks & Company Inc  
2 Townsend West  
Nashua, NH 03063

Mr Lawrence Richards  
RE/MAX Properties I  
230 Amherst Street  
Nashua, NH 03063

Mr Martin Tymowicz  
C-21 Dick Cardinal Associates  
358 Main Street  
Nashua, NH 03060

Mr William Luers  
Tamposi Nash Real Estate Group Inc  
400 Amherst Street  
Nashua, NH 03063

Mr Mark Nash  
MA Nash Construction LLC  
40 Temple Street  
Nashua, NH 03060

Mr Samuel Tamposi, Jr  
Tana Properties LP  
20 Trafalgar Square Suite 602  
Nashua, NH 03063

Mr Ed Bucznski  
ERA Masiello Group  
436 Amherst Street  
Nashua, NH 03063

Mr Phillip Kennedy  
Korsak Realty  
20 Trafalgar Square  
Nashua, NH 03063

Mr Bradley Vear  
Vear Commercial Properties  
547 Amherst Street  
Nashua, NH 03063-4000

Mr Richard Bowker  
Dewolfe Companies Inc  
337 Amherst Street  
Nashua, NH 03063

Mr Robert Bramley  
Robert Bramley Real Estate  
373 W Hollis Street  
Nashua, NH 03060

Mr Jim Ward  
Equity Group  
46 Newport RD - Ste 103  
New London, NH 03257

Mr Richard Badger  
Badger Realty Corp  
PO Box 750  
No Conway, NH 03860

Mr Tom Anchor  
Tom Anchor C. Realty  
PO Box 1580  
North Conway, NH 03860

Ms Joy Tarbell  
Prudential Joy Tarbell Realty  
3277 White Mountain Highway - Ste #2  
North Conway, NH 03860-5126

Mr William Jones  
RE/MAX Presidential  
3280 White Mountain Highway  
North Conway, NH 03860

Mr Jac Cuddy  
North Conway Bank  
PO Box 1460  
North Conway, NH 03860

Mr Ed O'Halloran  
Badger Realty  
PO Box 750  
North Conway, NH 03860

Mr Donald Ronning  
Sunlite Realty Corp  
PO Box 862  
Pelham, NH 03076

Ms Wendy Panarello  
Fairway Real Estate LLC CD  
566 Pembroke Street  
Pembroke, NH 03275

Ms Jody Keeler  
NH Realty Links  
556 Pembroke Street  
Pembroke, NH 03275

Mr Charles Kendrick  
RE/MAX Alliance  
176 Plaistow Road  
Plaistow, NH 03865

Bill Mouflouze Real Estate  
PO Box 6541  
Portsmouth, NH 03802

The Kane Company Inc  
135 Commerce Way Suite 100  
Portsmouth, NH 03801

G Brandt Atkins  
NH Real Estate Management & Brokerage Inc  
38 State Street  
Portsmouth, NH 03801

Mr Peter Stanhope Realtor  
Stanhope Group  
500 Market Street Suite C1  
Portsmouth, NH 03801

Mr David Lefebvre  
Source Real Estate (CD)  
PO Box 1490  
Portsmouth, NH 03802-1490

Mr Henry Turcotte  
Town Manager  
Raymond Real Estate  
64 Freetown Road  
Raymond, NH 03077

Mr Joel Bergquist  
BJA Realty  
3 Monadnock Rd #9  
Rindge, NH 03461

Mr Berge Nalbandian  
Berge's Real Estate  
22 South Braodway  
Salem, NH 03079

Mr Andrew Fleisher  
Fleisher Commercial Real Estate  
60 Taft Road  
Portsmouth, NH 03801-5755

Mr David F Choate III  
Coldstream Real Estate Advisors Inc.  
500 Market Street Suite 9  
Portsmouth, NH 03801

Mr Joseph Shanley  
Joe Shanley Real Estate  
PO Box 467  
Portsmouth, NH 03802-0467

Ms Barbara Webber  
30 Maplewood Avenue Trust  
C/O Presidential Estates/1020 Southern Artery  
Quincy, MA 02169

Leger Realty  
256 Main Street  
Rindge, NH 03461

Mr William Cormier  
Hourihane Cormier & Associates  
170 South Main Street  
Rochester, NH 03867

Mr Paul Garabedian  
Paul Garabedian & Sons  
179 Main Street  
Salem, NH 03079

Mr Harry Shea  
Shea Commercial Properties Inc  
Stiles Road, Suite 204  
Salem, NH 03079

Ms Nettie Thompson  
Coldwell Banker Wesley Group  
15 Ermer Road Suite 101  
Salem, NH 03079

Mr William Loosigian  
154 Main Street LLC  
PO Box 2273  
Salem, NH 03079

Mr Gregory Mazza  
21 Lady Lane  
Salem, NH 03079

Mr Robert W Allard  
C-21 Allard & Merrill Inc  
10 South Broadway  
Salem, NH 03079

Mr Christopher B Goodnow  
Goodnow Real Estate Services  
PO Box 2389  
Salem, NH 03079

Mr Richard C Sunday  
Kaizen Commercial Realty LLC  
4901 14th Ter  
Pompano Beach , FL 33064\_1003

Mr Willaim Loosigian  
154 Main Street LLC  
PO Box 2273  
Salem, NH 03079

Mr Larry Zampieri  
NH Real Estate Management & Brokerage Inc  
350 Route 108 Suite 210  
Somersworth, NH 03878

Ms Mary Brown  
MF Brown Real Estate  
43 Heights Road  
Stratham, NH 03885

Mr Paul Skarin  
Paul W Skarin Real Estate  
178 Young Hill Road PO Box 675  
Sunapee, NH 03782

Mr Ted Lucier  
Jettco Group LLC  
506 Proctor Road  
Walpole, NH 03608

Mr Jerry McCarthy  
McCarthy Properties  
PO Box 100  
West Wareham, MA 02576

Mr Bruce Waters  
McLaughry Commercial  
93 South Main Street PO Box 5419  
West Lebanon, NH 03784-5419

Southwind Realty Inc/Coldwell Banker  
33 Indian Rock Road Suite 1  
Windham, NH 03087

Century 21 - Noreast  
58 Range Road  
Windham, NH 03087

Caldwell Banker Southwind Realty Inc  
Route 111 Village Green Mall  
Windham, NH 03087

Mr Ralph Valentine  
The Valentine Group  
18 Telo Road  
Windham, NH 03087

Mr John Wolters  
218 Jericho Road LLC  
#1 Wall Street  
Hudson, NH 03051

New Hampshire Chamber of Commerce  
299 Central Avenue  
Wolfeboro, NH 03894

Rochester City Hall  
31 Wakefield Street  
Rochester, NH 03867

Rochester Chamber of Commerce  
18 South Main Street  
Rochester, NH 03867

Councilor Peter Spaulding  
Room 207  
107 North Main Street  
Concord, NH 03301

Laconia Chamber of Commerce  
11 Veterans St  
Laconia, NH 03246

Mayor Mark Fraser  
City of Laconia City Hall  
385 Meredith Center Rd  
Laconia, NH 03246

Mr William Dube  
Managing Agent  
Dube Investment Properties, LLC  
25 Riverside St Ste 101  
Nashua, NH 03062

Mr Robert Steele  
City Manager  
City of Rochester  
31 Wakefield Street  
Rochester, NH 03867

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 19<sup>th</sup> day of April, 2005, by the following parties:

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

Name: Cablecar Realty, LLC

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 25 Riverside Street, Suite 101

Street Address (if corporation, give principal place of business)

Nashua, New Hampshire 03062

603-883-1313

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: Department of Health and Human Services

Address: 129 Pleasant Street

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

Concord

New Hampshire 03301

603-271-4213

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: 65 Beacon Street

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

Laconia

New Hampshire 03246

City

State

Zip

The demise of the premises consists of: 15,480

(give square footage of the leased space, and attach a 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. Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of five year(s), commencing on the 1st day of July, in the year 2005, and ending on the 30th day of June, in the year 2010, unless sooner terminated in accordance with the Provisions hereof.

3.2 Delay in Occupancy: If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.



**3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED**

*(optional clause, replaces 3.2 above, applicable only if the selection box is marked)*

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for the performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as \_\_\_\_\_ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.

**3.3 Extension of Term:** The Tenant shall have the option to extend the Term for *(insert text)* No Additional term(s) of 0 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.

**3.4 Conditions on the Commencement and Extension of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions 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, Additional Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B. payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B. The first such installment to be due and payable on the following date: *(insert month, date and year)* July 1, 2005. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

**4.2 Additional Rent:** *(optional escalation, applicable only if the selection box is marked)*  **SELECTED**

The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

**4.2.1 Tenant's Share of Increased Operating Expenses:** The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)* \_\_\_\_\_

**4.2.2 Tenant's Share of Increased Taxes:** The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: *(insert date)* \_\_\_\_\_

**4.2.3 Determination of Prorated Share:** Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of the total square footage of the Premises against the total square footage of the building of which the Premises are a part.



**4.2.4 Procedure for requesting Additional Rent:** The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

**4.2.5 Rebate or Refund of Rent to the Tenant:** If the Landlord receives any rebate, credit or refund of the said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

**5. Conditional Obligation of the State:**

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the 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.

**6. Utilities: (select one of the clauses below, indicating the selection with an "x")**

The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed below:

**OR:**

The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following:  
(document the utilities not to be provided in the space below, or further define in Exhibit E) \_\_\_\_\_

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat 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 ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.



7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* office space for its employees engaged in the delivery of health and human services.  
and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "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 shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. 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 Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, 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, the 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 is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

8.2 **Janitorial Services:** *(Select one of the options below by marking the appropriate box)*

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 the Tenant's responsibility.

8.3 **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 fifteen (15) 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 Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, 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 alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and



workmanlike manner, in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

9.1.2 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 all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

9.1.3 The Landlord, 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.

9.2 **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. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. **Improvements to the Premises:**  Selected (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and 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 as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 **Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

10.1.1 **Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

10.2 **Landlord's Delay in Completion; Tenant's Options:**

10.2.1 **Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) \_\_\_\_\_ days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) \_\_\_\_\_ days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

10.2.2 **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, in which event the rent hereunder shall be decreased by the 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 its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D. **Delay Occupancy:** In accordance with paragraph 3.2 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 shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of 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.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)*  Selected  
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all 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 result 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, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality 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, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. 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:
- 18.1.1. 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:
- 18.1.2. 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 five days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.



19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with 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 and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **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.
21. **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.
22. **Miscellaneous:**
- 22.1 **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.
- 22.2 **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.
- 22.3 **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.
- 22.4 **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.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **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.
- 22.7 **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.
- 22.8 **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.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **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 adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.



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

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

Authorized by: (give full name and title) Mae Mattice  
Anne Mattice, Administrator, Office of Business Operations

LANDLORD: (give name of either the corporation or the individual) Cablecar Realty, LLC

Authorized by: (give full name and title) William L. Dube  
WILLIAM L. DUBE, Managing Agent

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE  
OF: NH COUNTY OF: Hillsborough  
UPON THIS DATE (insert full date) 4/19/05, appeared before  
me (print full name of notary) Donna Griffin the undersigned officer personally  
appeared (insert Landlord's signature) William L. Dube - William L. Dube  
who acknowledged him/herself to be (print officer's title, and the name of the corporation)  
Managing Agent - Cablecar Realty, LLC and that as such  
officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing  
him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)  
Donna L. Griffin, Notary

DONNA L. GRIFFIN, Notary Public  
My Commission Expires October 6, 2009

**APPROVALS:**

For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the  
"Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

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

Approval date: 5/25/05

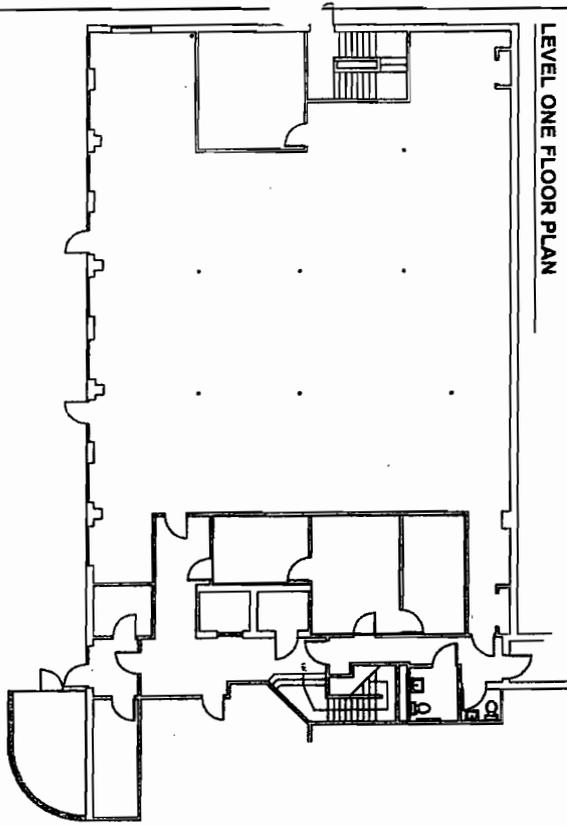
Approving Attorney: [Signature]

**Approved by the Governor and Executive Council:**

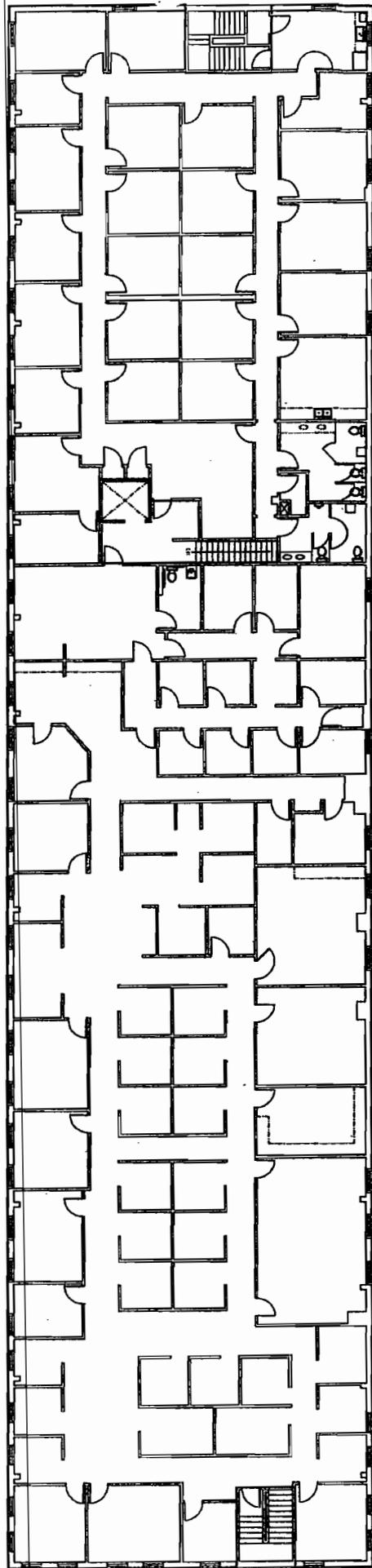
Approval date: JUN 22 2005

Signature of the Deputy Secretary of State: [Signature]

# EXHIBIT A



LEVEL ONE FLOOR PLAN



LEVEL TWO FLOOR PLAN





**EXHIBIT B**

<u>Term</u>	<u>Per Square Foot</u>	<u>Monthly</u>	<u>Yearly</u>
Year 1	\$14.26	\$18,395.40	\$220,744.80
Year 2	\$14.54	\$18,756.60	\$225,079.20
Year 3	\$14.83	\$19,130.70	\$229,568.40
Year 4	\$15.13	\$19,517.70	\$234,212.40
Year 5	\$15.43	\$19,904.70	\$238,856.40



ATTACHMENT TO EXHIBIT B  
LACONIA PAYMENT SCHEDULE

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2006	7/1/2005	\$ 18,395.40		
	8/1/2005	\$ 18,395.40		
	9/1/2005	\$ 18,395.40		
	10/1/2005	\$ 18,395.40		
	11/1/2005	\$ 18,395.40		
	12/1/2005	\$ 18,395.40		
	1/1/2006	\$ 18,395.40		
	2/1/2006	\$ 18,395.40		
	3/1/2006	\$ 18,395.40		
	4/1/2006	\$ 18,395.40		
	5/1/2006	\$ 18,395.40		
	6/1/2006	\$ 18,395.40		\$ 220,744.80
2007	7/1/2006	\$ 18,756.60		
	8/1/2006	\$ 18,756.60		
	9/1/2006	\$ 18,756.60		
	10/1/2006	\$ 18,756.60		
	11/1/2006	\$ 18,756.60		
	12/1/2006	\$ 18,756.60		
	1/1/2007	\$ 18,756.60		
	2/1/2007	\$ 18,756.60		
	3/1/2007	\$ 18,756.60		
	4/1/2007	\$ 18,756.60		
	5/1/2007	\$ 18,756.60		
	6/1/2007	\$ 18,756.60		\$ 225,079.20
2008	7/1/2007	\$ 19,130.70		
	8/1/2007	\$ 19,130.70		
	9/1/2007	\$ 19,130.70		
	10/1/2007	\$ 19,130.70		
	11/1/2007	\$ 19,130.70		
	12/1/2007	\$ 19,130.70		
	1/1/2008	\$ 19,130.70		
	2/1/2008	\$ 19,130.70		
	3/1/2008	\$ 19,130.70		
	4/1/2008	\$ 19,130.70		
	5/1/2008	\$ 19,130.70		
	6/1/2008	\$ 19,130.70		\$ 229,568.40



4/5/2005

ATTACHMENT TO EXHIBIT B  
LACONIA PAYMENT SCHEDULE

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Total</i>	<i>Fiscal Year Total</i>
2009	7/1/2008	\$ 19,517.70		
	8/1/2008	\$ 19,517.70		
	9/1/2008	\$ 19,517.70		
	10/1/2008	\$ 19,517.70		
	11/1/2008	\$ 19,517.70		
	12/1/2008	\$ 19,517.70		
	1/1/2009	\$ 19,517.70		
	2/1/2009	\$ 19,517.70		
	3/1/2009	\$ 19,517.70		
	4/1/2009	\$ 19,517.70		
	5/1/2009	\$ 19,517.70		
	6/1/2009	\$ 19,517.70		\$ 234,212.40
2010	7/1/2009	\$ 19,904.70		
	8/1/2009	\$ 19,904.70		
	9/1/2009	\$ 19,904.70		
	10/1/2009	\$ 19,904.70		
	11/1/2009	\$ 19,904.70		
	12/1/2009	\$ 19,904.70		
	1/1/2010	\$ 19,904.70		
	2/1/2010	\$ 19,904.70		
	3/1/2010	\$ 19,904.70		
	4/1/2010	\$ 19,904.70		
	5/1/2010	\$ 19,904.70		
	6/1/2010	\$ 19,904.70		\$ 238,856.40
<b>Total Rent</b>				<b>\$ 1,148,461.20</b>



4/5/2005

**EXHIBIT C**

**JANITORIAL SERVICES:** *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

Janitorial Services to be provided by the Landlord as described in Attachment 1.



EXHIBIT C  
ATTACHMENT I

STATEMENT OF WORK

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
  - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
  - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
  - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
  - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
  - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
  - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
  - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.



- I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.
- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning - A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

- A. Major Items of Supplies:
  - Detergent, General Purpose
  - Soap, toilet (Floating White)
  - Soap, toilet, powder - Plain and with Borax
  - Sweeping Compound
  - Polish - Metal
  - Wax, Floor, Water Emulsion - or State approved substitute
  - Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
  - Waste Container Liners (plastic)
  - Remover, Water Emulsion Type Floor Wax
- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.



C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:



A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

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

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:



A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.



K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.

1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.



- 1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.



**FREQUENCIES OF SERVICE**

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



**EXHIBIT D**

**Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.**

**Part I** "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Access Committee" in "Exhibit G" herein. Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.

1. The Landlord, at the Landlord's sole expense, shall be solely responsible for the provision of all renovations and improvements specified in the attached text document titled "Attachment, Exhibit D, Part I."
2. The Landlord shall complete the provision of all interior renovations and improvements no later than 30 days after the inception of the lease term.

**Part II** Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", either has been attained (attach "certificate of compliance") or shall be attained as follows:  
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by "The State of NH Department of Environmental Services, Bureau of Environmental & Occupational Health" rules He-P 1804.01 through He-P 1804.05, will be performed at the premises after lease inception and completion of any and all renovations. All testing shall be completed and results submitted to the "Bureau of Environmental & Occupational Health" no latter than thirty (30) days after Tenant's occupancy.  
After the completion of all renovations, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Bureau of Environmental and Occupational Health" criteria of professional accreditation) to complete the required State of New Hampshire "Clean Air" test, adhering to the protocol described in the attached three documents "Check off List for RSA 10:B Requirements", "RSA 10-B Testing Procedures," and "RSA 10-B Procedure". In accordance with these documents and the rules set forth in "Bureau of Environmental and Occupational Health" Administrative Rules section He-P 1804, the landlord shall submit notarized air testing results to the "State of New Hampshire Department of Environmental Services, Bureau of Environmental and Occupational Health", for their review and certification of compliance. After reviewing the testing results "Bureau of Environmental and Occupational Health" will either issue a "certificate of compliance" to the Landlord, or send a letter outlining the areas of non-compliance. The Landlord shall consult with "Bureau of Environmental and Occupational Health" and the testing lab that performed the initial test for their recommendation of how to remedy any deficiencies. The Landlord shall (at his 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 three (3) months. 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 Bureau of Environmental and Occupational Health for their review and recommendations or issuance of their "Certificate of Compliance".

**Part III** Improvements, Renovations or New Construction: Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.

See Exhibit D, Part III, Improvements.

**Part IV** Recycling: document whether or not there is a readily accessible community-recycling program the leased premises will utilize.

The Tenant shall use any recycling services that are economical feasible and become readily available during the term.



**ATTACHMENT  
EXHIBIT D, PART I**

Improvements and renovations to be provided by the Landlord for provisions of barrier-free access to the Premises at 65 Beacon Street, West Laconia, New Hampshire. All interior improvements and renovations shall be completed no later than thirty (30) days after the inception of the new lease term (July 1, 2005).

1. The toilet paper dispenser shall be relocated and mounted on the wall 7 - 9 inches from the outer edge of the toilet bowl.
2. The sink faucets shall be replaced with a paddle, automated or lever type faucet, to ensure that they are operable with a closed fist.
3. The pipes beneath the sink shall be insulated.
4. New interior signs complying ANSI section 703 (which provides complete interior signage specifications, including the requirement that all signs shall be raised letter and Braille) shall be supplied and installed correctly identifying in both text and symbol (symbols shall be either Unisex, Male, Female - and/or the "accessible" wheelchair symbol) each restroom. Each new sign shall be mounted on the wall adjacent to the latch side of the rest room door. The center point of each sign shall be 18" from the door's latch side frame, and the lower edge of each sign shall be 60" above the floor.
5. All existing audible (horn) fire alarm signals within the Premises shall be supplemented with visual (strobe) alarms. Each rest room within the Premises shall have an audible and visual fire alarm signal supplied and installed.



## EXHIBIT D, PART III, IMPROVEMENTS

The following items are to be provided at the sole expense of the Landlord:

1. Replace existing and/or re-key existing door hardware as identified on the attached Plan A-1 (dated March 11, 2005).
2. Remove existing sheet vinyl flooring and replace with new 12x12 vinyl tile at restrooms as identified on the attached plan A-1.
3. Remove existing sink/counter/base & wall cabinets as identified on the attached Plan A-1 (dated March 11, 2005).
4. Relocate 6 existing recessed incandescent lighting as shown on the attached Plan A-1 (dated March 11, 2005).
5. Relocate existing thermostat as shown on the attached Plan A-1 (dated March 11, 2005).
6. Replace or repair approximately 28 plastic laminate windowsills as identified on the Plan A-1 (dated March 11, 2005).
7. Replace or repair approximately 13 window shades as identified on the attached Plan A-1 (dated March 11, 2005).
8. Patch as required and Paint existing walls identified on the attached Plan A-1 (dated March 11, 2005).
9. Replace water stained ceiling tiles at POL2-24 as identified on the attached Plan A-1 (dated March 11, 2005)
10. Provide Lobby restroom improvements as identified on the attached Plan A-1 (dated March 11, 2005).



**EXHIBIT E  
SPECIAL PROVISIONS**

**The parties' agreement concerning modifications (if any) to the foregoing standard provisions of this lease are set forth below: document any and all modifications, deletions or additions to, the standard text of the lease.**

1. State of New Hampshire  
Department of Health and Human Services  
Office of Business Operations

Lease Addendum  
Special Provisions

- Additional payments may be made to the Landlord by the State as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000 per event, not to exceed a maximum of \$5,000 per year, subject to the mutual agreement of both the Landlord and the State, and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

2. Required Property Management

- Provide assurances that the Landlord will employ and identify a full time professional property manager or management team.
- Provide Tenant with a 24 hour emergency response telephone number and contact person(s).

3. Additional requirements to be provided by the Landlord

- The Landlord will provide 86 parking spaces in the parking lot located at 65 Beacon Street, Laconia, New Hampshire for the exclusive use of the Tenant and will keep that number of spaces free, cleared, and usable. The lighting in said parking lot will be adequate to the Tenant's standards.

4. Maintenance and Repair of Broken Glass

- Landlord must replace any and all structurally damaged or broken glass 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 glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

5. Maintenance and Repair of HVAC

- Landlord must 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, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must provide a back-up source of HVAC to accommodate the Tenant until the deficiency is remedied.



6. Maintenance Operations Communications

- The landlord shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Department via the Bureau of Facilities and Assets Management (BF&AM). Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from BF&AM to the affected on-site District Office Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, BF&AM may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

7. Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- The “List of Parties Excluded From Federal Procurement or Nonprocurement Programs” was reviewed and the Landlord was not on the list (see the attached search results).

8. Operating Expenses

- The Landlord, upon written notification from the Tenant, shall provide the Tenant with the accurate annual utility (including but not limited to heat and electricity), Real Estate taxes and janitorial expenses for the premises. The Landlord shall provide these expenses in writing within 30 days of written notice by the Tenant.



**★ Search Menu -  
Current Exclusions**

- ▶ Name
- ▶ Multiple Names
- ▶ DUNS
- ▶ Agency
- ▶ State/Country
- ▶ Action Dates
- ▶ Termination Dates
- ▶ Exact Name and SSN/TIN
- ▶ CT Code

**★ Archive Menu -  
Past Exclusions**

- ▶ Name
- ▶ Multiple Names

**★ View Agency  
Contacts****★ Related Links**

- ▶ Debar Maintenance
- ▶ Administration
- ▶ Upload Login

**★ FAQ****★ Reports Menu**

- ▶ Lists Report
- ▶ Supplemental Report
- ▶ Agency Report
- ▶ Supplemental Agency Report
- ▶ State/Country Report
- ▶ Lists Data Report
- ▶ Supplemental Data Report
- ▶ Cause and Treatment Code

**★ View Cause and  
Treatment Code  
Descriptions**

- ▶ Reciprocal Codes
- ▶ Procurement Codes
- ▶ Nonprocurement Codes

**★ Contact Information**

- ▶ Email: [support@epls.gov](mailto:support@epls.gov)
- ▶ Phone: 1-866-GSA-EPLS (1-866-472-3757)

## Search Results for Parties Excluded by Partial Name : Cablecar Realty, LLC

As of 05-Apr-2005

No records were found matching this criteria.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/19/2005

ISSUER  
THE COFFEY INSURANCE AGENCY  
303-883-6600  
THIRTY-FOUR BROAD STREET  
NASHUA, NH 03064-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
CABLECAR REALTY, INC.  
25 RIVERSIDE DRIVE  
NASHUA, NEW HAMPSHIRE 03062-1396

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ONE BEACON INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

SR ADD'L TR. MARK	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	YM 1U02150	12/20/2004	12/30/2005	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS & COMPOP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	UM 1U02150	12/30/2004	12/30/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY: EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WE STATUTORY LIMITS <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 OFFICE LOCATED AT 43-71 BEACON STREET, LACONIA, NEW HAMPSHIRE

**CERTIFICATE HOLDER**  
 STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH & HUMAN SERVICES  
 CONCORD, NEW HAMPSHIRE 03301

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE



John H. Lynch, Governor  
Paul Van Blarigan, Chairman  
Carol A. Nadeau, Executive Director

Mark Weir, Chair  
Jeffery Marden, Vice Chair  
Cheryl L. Killam, Accessibility Specialist

57 Regional Drive  
Concord, NH 03301-8518  
(603) 271-2773  
1-800-852-3405 Toll Free  
(603) 271-2837 FAX  
Voice or TTY

Direct Line (603) 271-4177  
Email: [cheryl.killam@nh.gov](mailto:cheryl.killam@nh.gov)  
Website: [www.state.nh.us/disability/abcommittee](http://www.state.nh.us/disability/abcommittee)

May 13, 2005

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

**REQUESTED ACTION**

**RECOMMENDATION REGARDING LEASE APPROVAL**

**Lessee:** Department of Health & Human Services; Division of Family Assistance; Division for Children, Youth and Families; Office of Child Support; Elderly & Adult Services  
**Location:** 65 Beacon Street West, Laconia, NH 03246  
**Lessor:** Cablecar Realty LLC, 25 Riverside Street, Suite 101, Nashua, NH 03062  
**Term:** July 1, 2005 – June 30, 2010 with no extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject Lease Renewal be approved **with the following conditions:** All renovations submitted to meet these conditions must be done in compliance with Exhibit D and with all applicable codes and regulations within 30 days of the inception date of the lease.

**1. Previous condition from recommendation letter dated September 7, 2000 that has not yet been met:** ALL permanent signs must provide raised letters and Braille throughout the office.

**New Wording:**

Install raised letter and Braille signage where permanent signs are present and at all restrooms, in compliance with ADAAG: 4.1., 4.10 and 4.30 and ANSI-98 703.

**Additional Conditions:**

2. Insulate the pipes beneath the sink in the accessible restroom, in compliance with ADAAG 4.19.4 and ANSI-98 606.6.
3. Replace the existing hardware on the accessible sink, in compliance with ADAAG 4.19.4 and 4.27.4 and ANSI-98 606.4 and 309
4. Relocate the toilet tissue dispenser in the accessible restroom, in compliance with ADAAG 4.16.6 and ANSI-98 604.7.
5. Install strobe alarms in the restrooms, in compliance with ADAAG 4.28 and ANSI-98 702.

This recommendation is based upon the site-survey completed by and the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon compliance with the above 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:**



Mark Weir, Chairperson

clk

cc: James P. Fredyma, Controller - ADA Coordinator

Leon J. Smith, Jr., Administrator – Facilities and Security Operations

Mary Belec, Administrator, Bureau of Planning and Management

CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANIES

I (insert name) William L. Dube, am the Manager of the (insert Company name), Cablecar Realty LLC and do hereby certify:

- 1. I am a duly elected and acting Manager for the Company documented above, which is organized in the State of (insert State of Company) NH
- 2. I maintain and have custody of, and am familiar with, the minute books of the Company;
- 3. I am duly authorized to issue certificates with respect to the contents of such books;
- 4. The following is a true, accurate and complete copy of the resolution adopted during a meeting of the members of the Company. Said meeting was held in accordance with the operating agreement, upon the following date: (insert date of meeting) 4/15/05

**RESOLVED:** That this Company shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Company of certain services as documented within the foregoing Lease, and that the William L. Dube on behalf of this Company, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Company in order to accomplish the same.

**RESOLVED:** That the signature of the above authorized party or parties of this Company, when affixed to any instrument or document described in, or contemplated by, this resolution, shall be conclusive evidence of the authority of said parties to bind this Company thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as the date hereof;
- 6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position).  
Manager: William L. Dube

IN WITNESS WHEREOF: I sign below as the Manager of the Company

upon this date: (insert date of signing) 4/19/05  
(signature) William L. Dube

In the State and County of: (State and County names) NH - Hillsborough

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NH  
COUNTY OF: Hillsborough

UPON THIS DATE 4-19-05, appeared before me (print full name of notary) DONNA GRIFFIN  
the undersigned officer personally appeared (insert officer's name) William L. Dube  
who acknowledged him/herself to be (print officer's title, and the name of the company) Managing Agent - Cablecar Realty LLC

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the company.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Donna L. Griffin, Notary

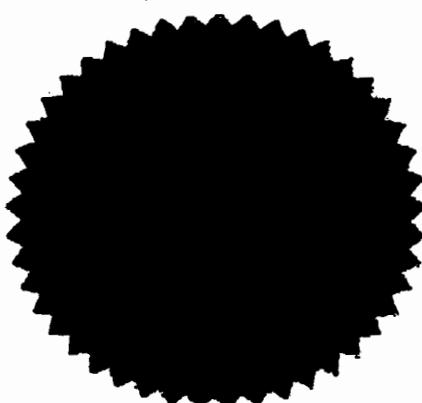
DONNA L. GRIFFIN, Notary Public  
My Commission Expires October 6, 2009

# State of New Hampshire

## Department of State

### CERTIFICATE OF EXISTENCE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CABLECAR REALTY, LLC is a New Hampshire limited liability company formed on December 16, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that a certificate of cancellation has not been filed.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of April, A.D. 2005

*William M. Gardner*

William M. Gardner  
Secretary of State



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

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

**DATE:** July 24, 2013

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

**TO:** Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**LESSEE:** Department of Health and Human Services, 129 Pleasant Street, Concord NH 03301

**LESSOR:** Cablecar Realty, LLC, 25 Riverside Street, Suite 101, Nashua, NH 03062

**DESCRIPTION:** Retroactive Lease Amendment. Approval of the enclosed will retroactively authorize extending the lease for the Department's Laconia District Office comprised of 15,480 square feet located on the first and second floors of 65 Beacon Street, Laconia, NH. This agreement is retroactive due to delays caused by "disconnects" and delays between the Lessor and their mortgage lender. The extended term provided by this agreement will provide DHHS time to complete innovating and refining its business model for District Offices and subsequent completion of the State's required competitive process prior to any new or renewal lease.

**TERM:** Thirty (30) months: July 1, 2013 through December 31, 2015

**JANITORIAL:** Included in rent

**UTILITIES:** Included in rent

**RENT:** Year one: Current annual rent of \$251,085.60 (\$20,923.80 monthly) which is \$16.22 per square foot to remain unchanged for the first twelve months

Year two: rate for month 13 through 24 escalates 1% to \$253,562.40 annually (\$21,130.20 monthly) which is \$16.38 per square foot

Year three (6 months): the rate for months 25 through 30 increases an additional 1.5% to \$16.63 per square foot, resulting in six months rent of \$128,716.20

**Total Cost: \$633,364.20**

**PUBLIC NOTICE:** Sole source agreement with the current landlord was determined by DHHS to be the most cost effective, viable means of continuing provision of office space in this client service area while they refine and finalize innovation of their business model and undertake any future competitive RFP process prior to entering into any subsequent new or renewal lease.

**CLEAN AIR PROVISIONS:** No provisions are applicable to the amended term

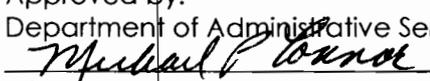
**BARRIER-FREE DESIGN COMMITTEE:** No review by Committee required for an amended lease

**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 by:  
Department of Administrative Services,  
  
Michael Connor, Deputy Commissioner

