



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

Nicholas A. Toumpas
 Commissioner

Sheri L. Rockburn
 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

January 4, 2016

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

*Retroactive
 sole source*

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **retroactive, sole source** amendment to the existing lease with Cablecar Realty, LLC, 25 Riverside Street, Suite 101, Nashua, New Hampshire 03062 (Vendor #159517) for continued operation of the Laconia District Office by increasing the price limitation in the amount of \$286,380.00 to \$2,809,078.20 from \$2,522,698.20 and by extending the term for up to twelve months from December 31, 2015 to December 31, 2016 effective retroactive to January 1, 2016. Governor and Council approved the original lease on June 22, 2005, item #317, amendment on June 23, 2010, item #93, amendment on March 30, 2011 item #68 and amendment on August 14, 2013, item #30. General Funds 60%, Federal Funds 40%.

Funds are available in the following account for SFY 2016 and are anticipated to be available in SFY 2017 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	\$251,085.60	\$ 0.00	\$251,085.60
SFY 2015	022-500248	Rent&Leases Other than State	\$253,562.40	\$ 0.00	\$253,562.40
SFY 2016	022-500248	Rent&Leases Other than State	\$128,716.20	\$143,190.00	\$271,906.20
SFY 2017	022-500248	Rent&Leases Other than State	\$ 0.00	\$143,190.00	\$143,190.00
Total			\$2,522,698.20	\$286,380.00	\$2,809,078.20

EXPLANATION

This agreement is retroactive due to stalled negotiations on the rate increase proposed by the landlord. The landlord explained that operating expenses and financing has caught up with them and they requested an increase of 22.25%. The Department agreed to a maximum increase of 11% which brings the rate in line with other similar facilities. The agreement is sole source because it was determined to be the most cost effective way to secure the necessary office space for up to twelve months to provide continuity of Department services to the public in the Laconia area while finalizing the Request For Proposal. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the Laconia catchment area. The Department will need up to twelve months to finalize the process and obtain authorization of a subsequent lease contract.

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 has occupied this Laconia District Office location since 1982, currently housing seventy-eight (78) employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$16.63 per square foot gross; the rate will increase approximately 11% to \$18.50 per square foot gross. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 15,480 square feet.

The original lease was competitively bid in January 2005, during that time the Request For Proposal was published in two newspapers and as a result one proposal was received, resulting in a renewal lease. The area serviced by the Laconia District Office 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,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

DATE: January 14, 2016

JAN 15 '16 11:57 AM

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

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

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy at the Departments' Laconia Area District Office comprised of 15,480 square feet of 1st and 2nd floor space at 65 Beacon Street, Laconia NH. During the extended term the Department will finalize their lease RFP process and submit any resulting proposed new or renewal lease to all authorities for final approval.

TERM: Retroactive twelve (12) month extension: December 31, 2015 expiration of term extended to December 31, 2016.

RENT: The prior rate of approx. \$16.63 per square foot which was \$257,432.40 annually shall increase approx. 11% to \$286,380 annually which is \$18.50 per square foot payable as \$23,865.00 monthly.

JANITORIAL: included in annual rent
UTILITIES: included in annual rent

TOTAL TERM COST: \$286,380.00

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent proposed long term lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term

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

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:	\$23,865.00
Square Footage:	15,480
Square Foot Rate:	\$18.50
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing January 1, 2016 through December 31, 2016
Total Rent:	\$286,380.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, Dec. 23, 2015 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, amendment approved by Governor and Executive Council on March 30, 2011, item #68 and amendment approved by Governor and Executive Council on August 14, 2013, Item #30, 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 twelve (12) 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, December 31, 2015 is hereby amended to terminate up to twelve (12) months thereafter, December 31, 2016. 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: WAD
Date: 12-23-15

4.1 Rent: The current annual rent of \$257,432.40, which is approximately \$16.63 per square foot, will increase approximately 11% to \$286,380.00, which is approximately \$18.50 per square foot, prorated to a monthly rent of \$23,865.00. The first monthly installment shall be due and payable January 1, 2016 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 1st 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 \$286,380.00.

14.15 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 expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

Initials: WLD
Date: 12.23.15

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: WAD
Date: 12-23-15

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

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

Date: 1-7-2016

By [Signature]
Sheri L. Rockburn, Chief Financial Officer

LANDLORD:

Date: 12-23-15

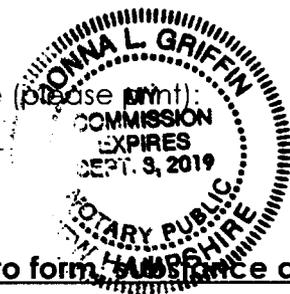
By [Signature]
William L. Dube, Cablecar Realty, LLC, Managing Agent

Acknowledgement: State of New Hampshire County of Hillsborough.
On (date) 12-23-15, 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], Notary

Commission expires: 9/3/19 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
DONNALEE GRIFFIN, Notary Public.



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

By: [Signature], Assistant Attorney General, on 1/9/16.
Megan A. Yoyle

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</i>	
			<i>Total</i>	<i>Fiscal Year Total</i>
2016	1/1/2016	\$23,865.00		
	2/1/2016	\$23,865.00		
	3/1/2016	\$23,865.00		
	4/1/2016	\$23,865.00		
	5/1/2016	\$23,865.00		
	6/1/2016	\$23,865.00		\$ 143,190.00
2017	7/1/2016	\$23,865.00		
	8/1/2016	\$23,865.00		
	9/1/2016	\$23,865.00		
	10/1/2016	\$23,865.00		
	11/1/2016	\$23,865.00		
	12/1/2016	\$23,865.00	\$ 286,380.00	\$ 143,190.00
<i>Total Rent</i>				\$ 286,380.00

Initials: WLD
Date: 12-23-15

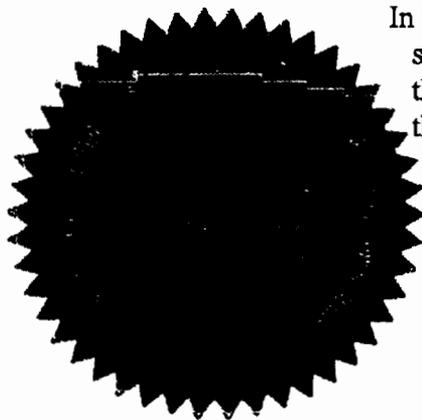
WLD
12/23/15

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 23rd day of December, A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner", is written over the printed name.

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: 12-23-15

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) Dec. 23, 2015

appeared before me (print full name of notary) DONNALEE 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*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.40.20151201-1827

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

8/14/13

30

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

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

Stephen J. Mosher
Chief Financial Officer

June 26, 2013

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

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
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SFY 2009	022-500248	Rent&Leases Other than State	\$234,212.40	\$ 0.00	\$234,212.40
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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.

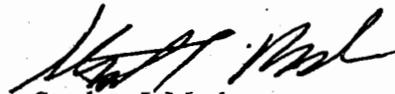
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal.

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.

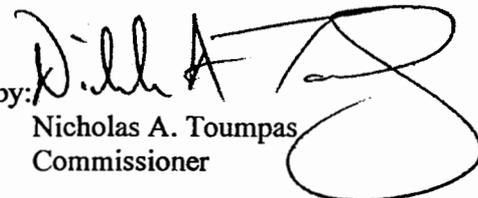
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

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 1st 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 it's 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: WHD
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]
Stephern 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: [Signature], on AUG 14 2013

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
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
Total Rent			\$ 633,364.20	\$ 633,364.20

Initials: WNP
Date: 6-24-13

Client#: 27455

DUBIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2013

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 Eaton & Berube Commercial Line 11 Concord St. Nashua, NH 03064 603 882-2766	CONTACT NAME: Cathy Beauregard
	PHONE (A/C, No, Ext): 603 882-2766
	FAX (A/C, No): 603-886-4230
	E-MAIL ADDRESS: cbeauregard@eatonberube.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Arbella Insurance
	INSURER B : Chubb Insurance Group
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

Cabelcar Realty LLC
 c/o Dube Investment Properties, LLC
 25 Riverside Street; Suite 101
 Nashua, NH 03062

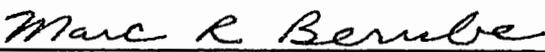
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	X		8500057766	12/30/2012	12/30/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	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	UMBRELLA LIAB	X		79936314	07/25/2012	07/19/2013	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB						AGGREGATE \$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$0						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A				OTH-ER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

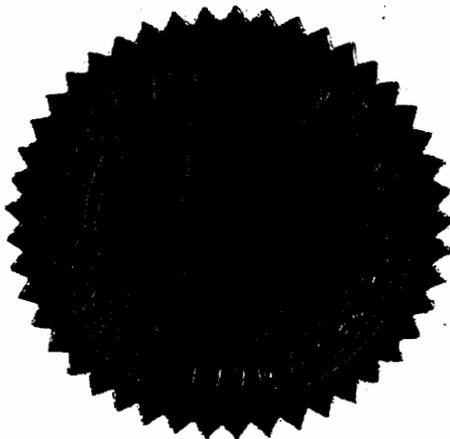
State of NH; Dept of Health & Human Services is Additionally insured with regard to General Liability.

CERTIFICATE HOLDER State of NH, Dept. of Health & Human Services attn: Leon Smith, Administrator 129 Pleasant street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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 11th 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. Taumpas
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

February 22, 2011

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 enter into a **sole source** 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 \$495,979.20 to \$1,889,334.00 from \$1,393,354.80 and by extending the term for up to twenty-four months from June 30, 2011 to June 30, 2013, effective July 1, 2011 or upon Governor and Council approval, whichever is later, through June 30, 2013. Governor and Council approved the original lease on June 22, 2005, item #317 and amendment June 23, 2010, item #93. Funds are anticipated to be available in SFY 2012 and SFY 2013 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	\$ 0.00	\$244,893.60	\$244,893.60
SFY 2013	022-500248	Rent&Leases Other than State	\$ 0.00	\$251,085.60	\$251,085.60
Total			\$1,393,354.80	\$495,979.20	\$1,889,334.00

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

February 22, 2011

Page 2

Y9100
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.

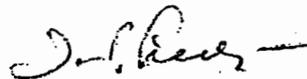
The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Laconia Evening Citizen on January 20, 21 and 27, 2005. In addition, the current Landlord, Laconia area real estate agencies, 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.

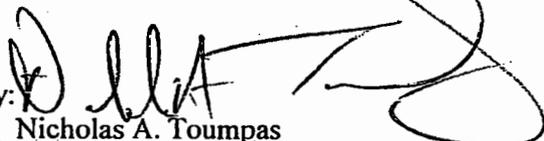
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs. In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas

LEASE SPECIFICS

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 \$20,407.80 Year 2 \$20,923.80
Square Footage:	15,480
Square Foot Rate:	Year 1 \$15.82 Year 2 \$16.22
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing July 1, 2011 through June 30, 2013
Total Rent:	\$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 1st 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 *wb*

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

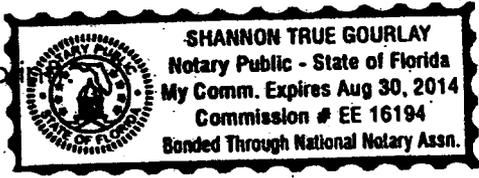
By William L. Dube
William L. Dube, Cablecar Realty, LLC, Managing Agent

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 Woodard, 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**

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
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		
	6/1/2012	\$20,407.80	\$ 244,893.60	\$ 244,893.60
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		
	6/1/2013	\$20,923.80	\$ 251,085.60	\$ 251,085.60
Total Rent			\$ 495,979.20	

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 603-883-6600 603-882-0091 J. CONRAD COFFEY INSURANCE AGENCY 2 WELLMAN AVE, SUITE 320 NASHUA, NH 03064-1463	CONTACT NAME: J. CONRAD COFFEY PHONE (A/C No. Ext): 603-883-6600 FAX (A/C No.): 603-882-0091 E-MAIL ADDRESS: JCOFFEY@COFFEYINS.COM PRODUCER CUSTOMER ID #:
INSURED STREETCAR PLACE CABLECAR REALTY LLC 25 RIVERSIDE DR NASHUA NH 03062-1396	INSURER(S) AFFORDING COVERAGE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		ODV8914553	12/30/2010	12/30/2011	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000	
						PRODUCTS - COMP/OP AGG \$ 4,000,000	
						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			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

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPT OF HEALTH & HUMAN RESOURCES 129 PLEASANT ST CONCORD NH 03301 ATTN: LEON SMITH, ADMINISTRATOR	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

State of New Hampshire
Department of State

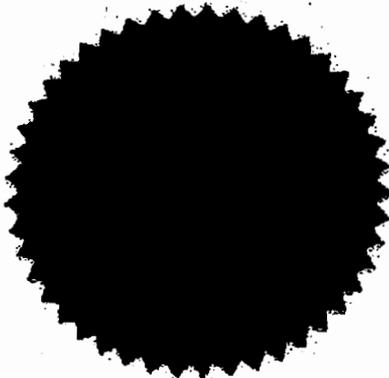
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CABLECAR REALTY, I.L.C. 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 9th day of February, A.D. 2011



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) Shannon True Gourlay





01/29/10
#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
Total			\$1,148,461.20	\$244,893.60	\$1,393,354.80

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**

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.

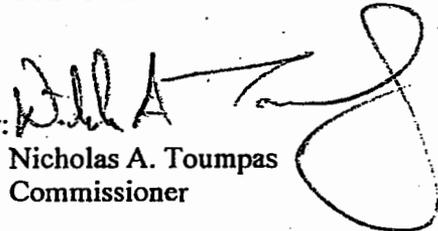
The area serviced by this lease is the entire Belknap County and partial Grafton and Carroll Counties.

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

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

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.

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).

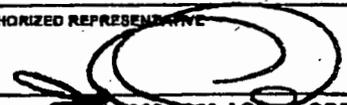
PRODUCER 603-883-6600 603-882-0091 J. CONRAD COFFEY INSURANCE AGENCY 2 WELLMAN AVE, SUITE 320 NASHUA, NH 03064-1463	CONTACT NAME: J. CONRAD COFFEY PHONE (A/C, No, Ext): 603-883-6600 FAX (A/C, No): 603-882-0091 E-MAIL ADDRESS: JCOFFEY@COFFEYINS.COM PRODUCER CUSTOMER ID #:														
INSURED STREETCAR PLACE CABLECAR REALTY LLC 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 :	
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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 INSR	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 - COMP/OP 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 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		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

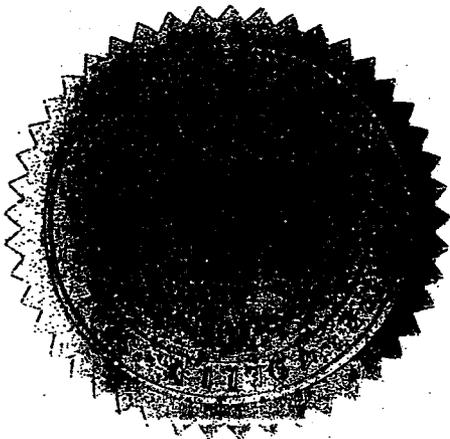
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
65 BEACON ST, LACONIA NH
ADDITIONAL INSURED: STATE OF NEW HAMPSHIRE

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPT OF HEALTH & HUMAN RESOURCES 129 PLEASANT ST CONCORD NH 03301 ATTN: LEQN SMITH, ADMINISTRATOR	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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 18th day of May, A.D. 2010

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: 5/10/10

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

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- > 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.

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- > 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 HAMPS. E

DEPARTMENT OF HEALTH AND HUMAN SERVICES

6/22/05

317

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

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:

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