

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



[REDACTED] "EFFECTIVE DATE")
 EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this [REDACTED] day of [REDACTED] between
State Of New Hampshire

____ ("SELLER") of _____,
 City/Town _____, State _____ Zip _____
 and _____

____ ("BUYER") of _____,
 City/Town _____, State _____ Zip _____

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town
 of _____ located at _____

County _____ Book _____ Page _____ Date _____ ("PROPERTY").

3. The **SELLING PRICE** is _____ Dollars _____.
 A DEPOSIT in the form of _____, is to be held in an escrow account by _____
Group ("ESCROWAGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW
 AGENT's FIRM within _____ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ _____.
 BUYER agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered on or before
 _____. If BUYER fails to deliver the initial or additional deposit in compliance with the above
 terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's
 or trust account check, in the amount of _____.

4. **DEED:** Marketable title shall be conveyed by a _____ deed, and shall be free
 and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before _____ at _____
 _____ or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of
 all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the
 same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be
 delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: _____

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within
 _____ hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:

_____ of _____
 is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent*

_____ of _____
 is a ☒ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual
 Agency Informed Consent Agreement.

☐ **NOTICE OF DESIGNATED AGENCY:** If checked, notice is hereby given that BUYER is represented by a
 designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and
 other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned,
 on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER;
 or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds
 \$ _____.

SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS _____ / _____

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9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. PROPERTY INCLUDED: All Fixtures [REDACTED]

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required ☐ YES ☒ NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE: _____

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

| TYPE OF INSPECTION: | YES | NO | RESULTS TO SELLER | TYPE OF INSPECTION: | YES | NO | RESULTS TO SELLER |
|------------------------|-------------------------------------|--------------------------|-------------------|---------------------|-------------------------------------|-------------------------------------|-------------------|
| a. General Building | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within _____ days | f. Lead Paint | <input type="checkbox"/> | <input checked="" type="checkbox"/> | within _____ days |
| b. Sewage Disposal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within _____ days | g. Pests | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within _____ days |
| c. Water Quality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within _____ days | h. Hazardous Waste | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within _____ days |
| d. Radon Air Quality | <input checked="" type="checkbox"/> | <input type="checkbox"/> | within _____ days | i. _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days |
| e. Radon Water Quality | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days | j. _____ | <input type="checkbox"/> | <input type="checkbox"/> | within _____ days |

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of _____ remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS [REDACTED] / _____ BUYER(S) INITIALS [REDACTED] / _____

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2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or

3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING

HERE: _____

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

| | YES | NO | | YES | NO |
|------------------------------------|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|
| a. Restrictive Covenants of Record | <input checked="" type="checkbox"/> | <input type="checkbox"/> | d. Condominium documentation per N.H. RSA 356-B:58 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Easements of Record/Deed | <input checked="" type="checkbox"/> | <input type="checkbox"/> | e. Co-op/PUD/Association Documents | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Park Rules and Regulations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | f. Availability of Property/Casualty Insurance | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | | g. Availability and cost of Flood Insurance | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If such review is unsatisfactory, BUYER must notify SELLER in writing within [REDACTED] days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement (☐ is) (☒ is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT N/A TERM/YEARS N/A RATE N/A MORTGAGE TYPE N/A

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS [REDACTED] / BUYER(S) INITIALS [REDACTED] /

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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within [REDACTED] calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by [REDACTED] ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the intended recipient. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire transfer to confirm the routing number and the account number.** Seller [REDACTED] Buyer [REDACTED]

SELLER(S) INITIALS [REDACTED] / [REDACTED] BUYER(S) INITIALS [REDACTED] / [REDACTED]

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19. ADDITIONAL PROVISIONS:

[REDACTED]

20. ADDENDA ATTACHED: ☒ Yes ☐ No

21. **EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN

| | | | |
|-----------------|-----------|-----------------|-----------|
| [REDACTED] | DATE/TIME | BUYER | DATE/TIME |
| [REDACTED] | | | |
| MAILING ADDRESS | | MAILING ADDRESS | |
| [REDACTED] | | | |
| CITY STATE ZIP | | CITY STATE ZIP | |

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth

| | |
|------------------------|----------------|
| [REDACTED] | DATE/TIME |
| SELLER | |
| State of New Hampshire | |
| MAILING ADDRESS | |
| [REDACTED] | |
| CITY STATE ZIP | CITY STATE ZIP |

ADDENDUM #1
TO
PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE STATE OF NEW HAMPSHIRE [REDACTED]
[REDACTED]

This Addendum #1 to that certain Purchase and Sale Agreement of even date herewith (the "Agreement") by and between the STATE OF NEW HAMPSHIRE ("SELLER") and [REDACTED] ("BUYER") supplements and amends the standard provisions of the Agreement as set forth herein, and is further hereby incorporated into and made part of the Agreement.

1. Notwithstanding anything in the Agreement to the contrary, any transfer of title or payment obligations of SELLER set forth in the Agreement are expressly subject to the prior explicit authorization of the Governor and Executive Council of the State of New Hampshire ("G&C") in accordance with RSA 4:40. SELLER will use its best efforts to obtain such G&C authorization without unreasonable delay and will commence preparation of a formal request for G&C authorization after all of the following have occurred: (a) SELLER has received confirmation from the Escrow Agent of its receipt of the full aggregate amount of BUYER's Deposit, being [REDACTED]

[REDACTED] (b) all BUYER contingencies specified in the Agreement have lapsed, have been satisfied, or have been waived in writing by BUYER; and (c) SELLER has received an assignment executed by BUYER of all of BUYER's rights under the Agreement to BUYER's assignee, if any, along with the certificate of formation or incorporation and requisite authority documentation, as specified by SELLER, for BUYER's assignee, if such assignee is a limited liability company, corporation, or other business entity.

2. BUYER and SELLER agree to schedule a mutually acceptable closing date and time to occur within ten (10) business days after the Governor and Executive Council have authorized the final terms of the sale proposed hereby, or at such later date and time as the parties may agree.

3. Any amendments to this Agreement shall be made in writing and signed by both parties hereto and may be subject to further G&C authorization.

4. BUYER acknowledges that the Property is effectively uninsured against fire or any other casualty or loss and agrees to strike Section 8 of the Agreement in its entirety, except that BUYER shall retain the right to rescind this Agreement and to receive a full refund of whatever portion of the Deposit has been paid to the Escrow Agent in the event of any loss due to fire or any other casualty exceeding [REDACTED] as may occur prior to closing.

5. The Property shall be sold hereunder as-is, where-is, in its current condition, together with any personal property as may remain thereon or therein, and subject to all restrictions, easements, and encumbrances of record. Notwithstanding any other provision in this Agreement to the contrary, SELLER shall have no obligation to repair, replace, mitigate, or improve the Property or any portion thereof from and after the Effective Date of this Agreement.

6. BUYER may, prior to SELLER's submission of its request to G&C for final authorization of the sale contemplated hereby as set forth in Section 1 of this Addendum, assign BUYER's rights under this Agreement to an affiliate of BUYER.

7. BUYER acknowledges that the pylon sign structure currently situated on, affixed to, and included among the Property to be transferred pursuant to this Agreement was installed and used by SELLER, which is exempt from local land use regulation within the State of New Hampshire, and that SELLER makes no warranty or guarantee that BUYER or any other future owner will be allowed or permitted by local land use authorities to use or retain said pylon sign structure on the Property as a matter of right.

8. All BUYER contingencies set forth in this Agreement, including satisfactory completion of all due diligence, inspections, and testing, and acquisition of a satisfactory signage permit or variance, or any other permits or approvals as BUYER may deem desirable, shall lapse at the end of the Due Diligence Period, which shall be forty-five (45) days after the Effective Date of this Agreement, unless BUYER notifies SELLER otherwise in writing on or prior to said date.

9. BUYER acknowledges and agrees that in addition to the remainder of the purchase price to be paid at closing pursuant to Section 3 of the Agreement, BUYER shall also pay to SELLER the administrative fee required by RSA 4:40, III-a in the amount of [REDACTED]

10. All capitalized terms used in this Addendum that are not defined herein shall have the definitions assigned to them in the Agreement. To the extent of any conflicts between this Addendum and the terms and provisions of the Agreement, the provisions of this Addendum shall control.

11. Notifications pursuant to RSA 477:4-c:

Water Supply System:

| | |
|---|---------|
| Type: | public |
| Location: | unknown |
| Malfunctions: | unknown |
| Date of installation: | unknown |
| Date of most recent water test: | unknown |
| Problems experienced by Seller (such as an unsatisfactory water test or a water test with notations): | unknown |

Sewerage Disposal Systems:

| | |
|---------------|-----|
| Size of tank: | n/a |
|---------------|-----|

Type: public
Location: unknown
Malfunctions: unknown
Age of system: unknown
Date most recently serviced: unknown
Name of contractor who serviced the system: unknown

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year below written.

SELLER:

STATE OF NEW HAMPSHIRE
By and through its
Department of Administrative Services

Dated: _____

[REDACTED]

By: _____

[REDACTED]

BUYER:

Dated: _____

[REDACTED]

[REDACTED]



ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is entered into this [REDACTED] by and between [REDACTED] a New Hampshire limited liability company.

WHEREAS [REDACTED] is the Buyer pursuant to a certain Purchase and Sale Agreement, dated effective as of [REDACTED] by and between [REDACTED] and the State of New Hampshire (the "Seller").

WHEREAS, [REDACTED] desires to assign all of his rights under said Purchase and Sale Agreement to [REDACTED] in order to enable said [REDACTED] to take title to the subject property as a real estate holding company, of which [REDACTED] is a Member and Manager.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereunder [REDACTED] hereby assigns all right, title, and interest in and to said Purchase and Sale Agreement to [REDACTED] [REDACTED] hereby accepts said assignment and further assumes and agrees to be bound by all of the obligations of [REDACTED] as set forth in said Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

By [REDACTED]

By: [REDACTED]

State of New Hampshire

Department of State

CERTIFICATE OF EXISTENCE

OF



This is to certify that [REDACTED] is registered in this office as a **New Hampshire Limited Liability Company** to transact business in New Hampshire on [REDACTED]

Business ID [REDACTED]



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this [REDACTED]

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

[REDACTED]

MANAGERS' CERTIFICATE OF INCUMBENCY AND AUTHORITY

We [REDACTED] and [REDACTED] being both of the Managers of [REDACTED]
[REDACTED] a New Hampshire [REDACTED] do hereby certify as follows:

1. We are the duly qualified and elected Managers of the [REDACTED]
2. The [REDACTED] has been duly and properly authorized to take all actions necessary or desirable to accept the assignment of a certain Purchase and Sale Agreement by and between the State of New Hampshire (the "State") and [REDACTED] regarding the land, building, and other improvements located at [REDACTED] New Hampshire (the "Property"), to accept and assume all rights and obligations, respectively, of [REDACTED] as the Buyer thereunder, and to complete the purchase of the Property as set forth therein.
3. We, as the Managers of the [REDACTED] have been duly and properly authorized to negotiate and jointly execute the corresponding Assignment and Assumption Agreement on behalf of the [REDACTED], and to deliver and/or jointly execute such other documents and take such other actions on behalf of the [REDACTED] as we may deem, in our collective discretion, to be necessary or desirable to further the transaction contemplated by said Purchase and Sale Agreement.
4. Any and all prior actions taken by either or both of us on behalf of the [REDACTED] in furtherance of, or in connection with, the transactions contemplated hereby and by said Purchase and Sale Agreement are hereby ratified and affirmed as the duly and properly authorized actions of the [REDACTED]

Executed this _____

[REDACTED] _____
[REDACTED] _____

RETURN TO:



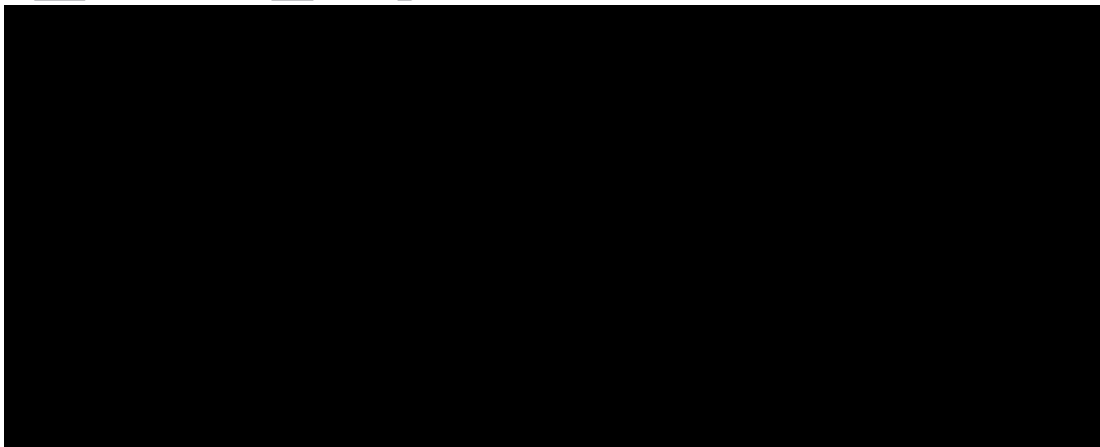
QUITCLAIM DEED

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 4:40, as authorized by the Governor and Executive Council on _____, 2020 (Meeting Agenda Item # _____), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), for consideration paid, grants to _____ a New Hampshire limited liability company, with a mailing address of _____ (the "Grantee"), with QUITCLAIM COVENANTS, the following described property located in the _____ (the "Premises"):

A certain tract or parcel of land located at _____, together with all buildings and other improvements situated thereon, consisting of approximately _____ more or less, and shown as the southerly triangular parcel on that certain plan entitled "Proposed Subdivision of _____" prepared by _____

as follows:

Beginning at a point on the southwesterly side of _____ said point being the northeasterly corner of the herein described parcel;





The Premises are conveyed subject to any easements, liens, restrictions, and encumbrances of record.

The Premises are not homestead property.

Pursuant to Rev. 802.03(a), the Grantee shall be liable for payment of the real estate transfer tax imposed by RSA Chapter 78-B.

Dated this ____ day of _____ 2020.

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

By: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this ____ day of _____, _____ personally appeared the above-named _____ known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

Notary Public / Justice of the Peace

My Commission Expires: _____

(SEAL)

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
FIXED & MOBILE ASSETS**

EXCLUSIVE LISTING AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of [REDACTED] ("SELLER"), hereby grants to the undersigned [REDACTED] a [REDACTED] corporation having an address of [REDACTED] ("AGENT"), effective as of the date upon which both parties have executed this Agreement (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, and promote the sale of real property located at [REDACTED] owned by SELLER, primarily consisting of approximately [REDACTED] acres of land, a single story concrete block commercial retail building with approximately [REDACTED] [REDACTED] as more particularly described in Warranty Deed of [REDACTED] recorded in the [REDACTED] County Registry of Deeds at Book [REDACTED] to the State of New Hampshire dated [REDACTED] and including any other property, real or personal, subsequently added thereto (the "PROPERTY"), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of [REDACTED] on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of [REDACTED] of the contract sale price up to [REDACTED] of any portion of the contract sale price that exceeds [REDACTED]. Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for [REDACTED] commencing on the EFFECTIVE DATE and ending on the date [REDACTED] thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for [REDACTED] upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed [REDACTED]. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within [REDACTED] after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include but

AGENT'S initial: [REDACTED]

not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than [REDACTED] after the termination of this Agreement.

3. DUTIES OF AGENT. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Marketing Agreement and the Property Disclosure, and the closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in effecting the sale of the PROPERTY and to immediately refer to AGENT all inquiries of interested parties. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, negotiations, or offers regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS; DUAL REPRESENTATION. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.
- (c) Except as otherwise provided herein, AGENT may only represent SELLER in the marketing and sale of the PROPERTY. AGENT shall not represent any buyer, prospective buyer, or any other party other than SELLER with respect to the PROPERTY unless and until SELLER has acknowledged and agreed to such dual representation in writing.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) SELLER may provide keys to any building(s) to AGENT. If keys are provided, then AGENT has permission to access such building(s) for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with SELLER in advance.

AGENT'S initials [REDACTED]

AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.

- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.
- (f) Video/virtual tour photography is allowed at AGENT'S discretion.
- (g) AGENT may disclose the existence of other offers.
- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept a deposit with any prospective offer to purchase the PROPERTY.

7. ADDITIONAL PROVISIONS.

- (a) AGENT acknowledges and agrees that any sale, lease, or exchange of the PROPERTY and any payment obligation of SELLER under this Agreement shall be subject to prior approval by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that no commission or fee shall be due under this Agreement in the event that the PROPERTY is sold to the [REDACTED] New Hampshire or to the County of [REDACTED] New Hampshire.
- (b) AGENT has obtained a current State Vendor Code from the Division of Procurement & Support Services, Bureau of Purchase & Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.
- (c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its

AGENT'S initials [REDACTED]

obligations thereunder, and that the undersigned officer or agent of AGENT is duly authorized to execute this Agreement on behalf of AGENT.

- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the performance of AGENT'S obligations under this Agreement.
- (f) AGENT agrees that at all times during the effective term of this Agreement AGENT shall maintain the following types and amounts of insurance coverage:
 - (i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
 - (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
 - (iii) Workers' compensation insurance and employers' liability insurance as required by law.

AGENT'S initial 

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS,
WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR
PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL
ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS
AGREEMENT.

STATE OF NEW HAMPSHIRE ("SELLER")
By and through its
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Commissioner

Date: _____

Date: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

FIRST AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

[REDACTED]

This First Amendment to Exclusive Listing Agreement (this "Amendment") hereby amends and supplements that certain Exclusive Listing Agreement dated effective [REDACTED] the "Agreement", by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("SELLER"), and [REDACTED] a [REDACTED] corporation having an address of [REDACTED] ("AGENT"), as follows:

1. Section 1 of the Agreement is hereby amended to eliminate any stated minimum price for the PROPERTY, as said capitalized term is defined in the Agreement. This is in light of SELLER's request for AGENT to issue and advertise a call for highest and best offers with the intention of selecting and accepting an actionable offer that represents the best value for the State of New Hampshire, as determined by SELLER in its sole discretion. Notwithstanding the foregoing, SELLER hereby reserves the right to reject any or all offers as too low or for any or no other reason.
2. The first sentence of Section 2 of the Agreement is hereby amended and restated as follows: "This Agreement shall be in effect commencing on the EFFECTIVE DATE and ending on [REDACTED]"
3. Section 7(a) of the Agreement is hereby amended by inserting the following immediately after the first sentence: "AGENT further acknowledges and agrees that SELLER's tentative acceptance of any offer that is lower than [REDACTED] [REDACTED] may be subject to further prior approval by the joint legislative Long Range Capital Planning and Utilization Committee."

Except as amended hereby or to the extent inconsistent herewith, all terms, conditions, and provisions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

STATE OF NEW HAMPSHIRE ("SELLER")
By and through its
DEPARTMENT OF ADMINISTRATIVE SERVICES

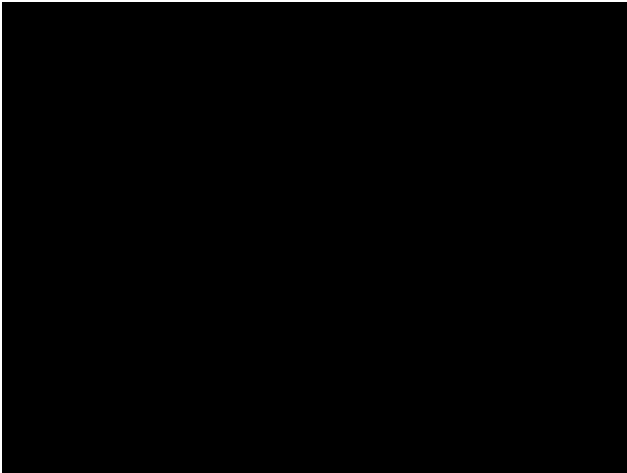
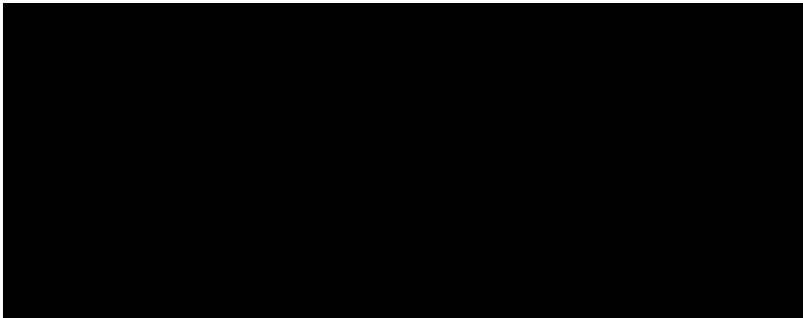
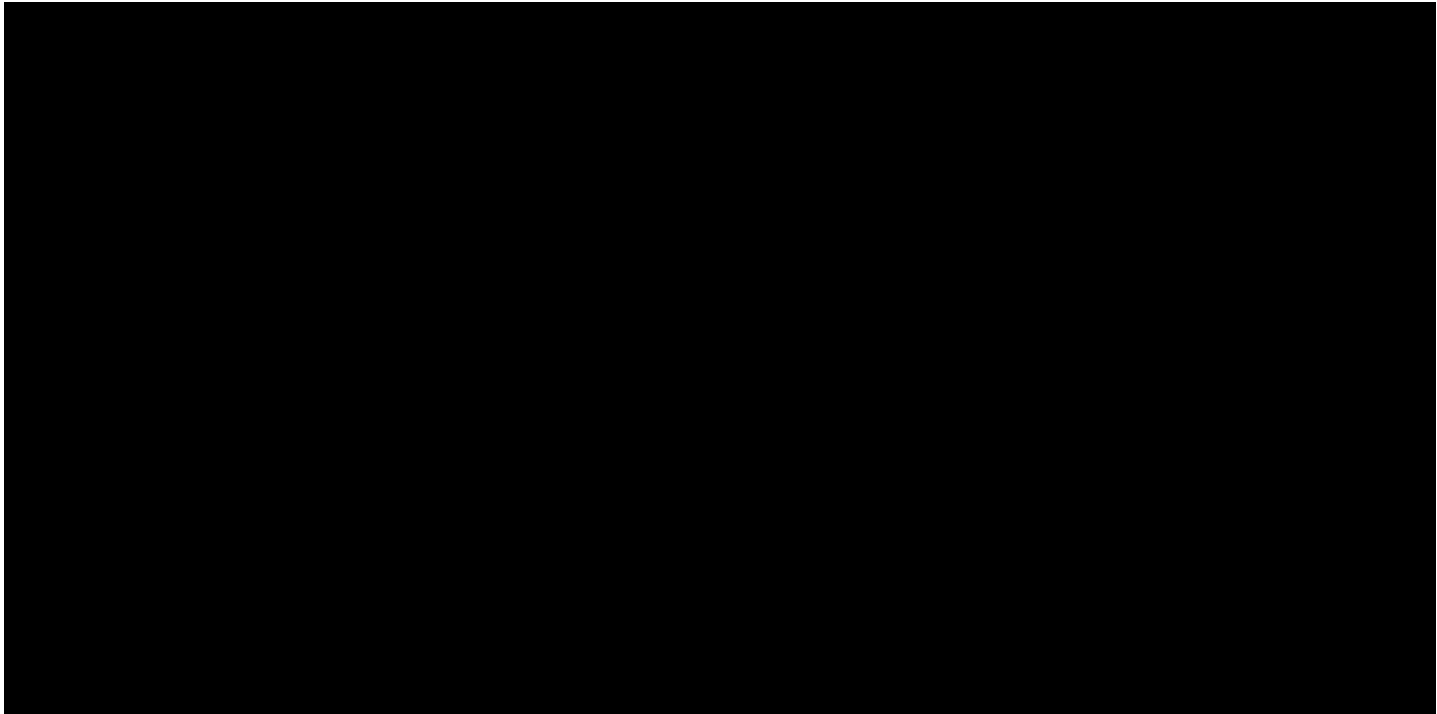
By: _____

Date: _____

THE [REDACTED] ("AGENT")

By: _____

Date: _____



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 [REDACTED]
[REDACTED] registered to transact business in New Hampshire on [REDACTED]. I further certify that all
fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is
concerned.

Business ID [REDACTED]

Certificate Number: [REDACTED]



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of [REDACTED]

A handwritten signature in cursive script, reading "Wm Gardner".

William M. Gardner
Secretary of State

[REDACTED]

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, [REDACTED]
[REDACTED] (the "Corporation"), do hereby certify as follows:

1. I am the duly elected and qualified President of the Corporation. [REDACTED] is a duly elected and qualified Director and the Principal Broker of the Corporation.
2. The Corporation has been duly and properly authorized to take all actions necessary or desirable to enter into a certain Exclusive Listing Agreement dated [REDACTED] as amended by a certain First Amendment to Exclusive Listing Agreement dated [REDACTED] with the State of New Hampshire; to market the land and building located at [REDACTED] New Hampshire (the "Property") as provided in said Listing Agreement; and to act as escrow agent and to hold and disburse earnest money deposits pursuant to a certain Purchase and Sale Agreement regarding the Property, by and between the State of New Hampshire as Seller and [REDACTED] as Buyer/Assignee.
3. [REDACTED] as the Principal Broker and a Director of the Corporation, and I, as the President of the Corporation, have each been duly and properly authorized to negotiate and severally execute said Listing Agreement and First Amendment on behalf of the Corporation, and to deliver and/or execute such other documents and take such other actions on behalf of the Corporation as either of us may deem, in his sole discretion, to be necessary or desirable to further the transactions contemplated hereby.
4. Any and all prior actions taken by either of us on behalf of the Corporation in furtherance of, or in connection with, the transactions contemplated hereby have been ratified and affirmed as the duly and properly authorized actions of the Corporation.

Executed this [REDACTED]

[REDACTED]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have **ADDITIONAL INSURED** provisions or 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 | | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext) | |
| | | E-MAIL ADDRESS: | |
| | | | |
| | | | |
| Manchester NH 03101 | | INSURER A : | |
| INSURED | | INSURER B : | |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| NH 03110 | | INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:** 19-20 All lines**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY |
| | OTHER: | | | | | | GENERAL AGGREGATE |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | | t |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE |
| | DED RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y / N | | | | | E.L. EACH ACCIDENT |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | | E.L. DISEASE - POLICY LIMIT |
| C | Errors & Omissions | | | | | | Each Occurrence |
| | | | | | | | General Aggregate |

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire New Hampshire Dept of Admin Svcs
25 Capital Street
Room 212
Concord NH 03301

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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