

Received 2/24/12
2 PM



February 24, 2012

Dear Mr Bulkley,

In our consideration of whether or not to bid on the upcoming Warehousing RFP, could the following information be provided?

Important/Needed Warehouse Information:
Concord Warehouse, at a minimum:

Jan 1 2010 to December 31 (or other consistent 12 month period for warehouse information)

(1) 2011 Receiving File

INFORMATION FIELDS:

Date Received, Product Code Number, Quantity Cases Received

(2) 2011 Total Shipments

INFORMATION FIELDS:

Product Code, Quantity Shipped

(3) 2011 Total Subpacks--bottle picks

(from Concord plus from Law)

INFORMATION FIELDS:

Product Code, Total Picked

(4) 2011 Ending Inventory Age

INFORMATION FIELDS

Receipt Number, Receipt Date, Product Code, Ending Case Quantity

(5) Important: Can any report show Miscellaneous Warehouse Fee totals (Fees outside of handling, storage and bottle picking) that suppliers were charged by both warehouses, and the same for which the State was charged by Law?

Thank you in advance,

A handwritten signature in black ink, appearing to read "Curt Quimby", with a long horizontal flourish extending to the right.

Curt Quimby

Controller

Amoskeag Beverages, LLC

Warehouse RFP Questions 4/13/12

- Case totals for FY 2011 are different on Page 77 and Page 78
- Explain how the NHSLC storage fee exemption works (XVII on page 49) single shipments, multiple shipments, aggregate days stored, etc.
- What is the breakdown of orders submitted electronically, by phone and manually
- How are orders transmitted to the warehouse daily - singly, multiple batches or single large batch? What time(s) of day are they transmitted?
- Describe the order fulfillment process in greater detail
 - o When are orders picked up by licensed carriers / licensees - 8, 24, 48, etc hours after receipt
 - o Are pickups scheduled in advance or for specific time slots
- Is the current delivery schedule for Sate stores driven by sales or are different products coming from the State warehouse and Law warehouse
- Could you explain in greater detail how warehouse breakage and shrink are handled
- How often is the contract for transportation put out to bid

Submitted by
BELLAVANCE BEVERAGE
4/13/12

Long-Term Warehouse Services RFP
Vendor's Conference Participants

April 16, 2012

DATE	COMPANY	NAME	SIGN-IN TIME	EMAIL ADDRESS
4/16/12	XTL	James Cronin	9:43 AM	LCRONE@XTLONLINE.COM
4/16/12	XTL	Steve Silvestri	9:43	RHILPREUTXTLONLINE.COM
4/16/12	LBTS	Jim Ryan	9:45	JRYAN@LBASSOCIATES.COM
4/16/12	LBTS	Benjamin B. Thompson	9:45 AM	gthompson@bbncabc.com
4/16/12	CHASE TECHNOLOGIES	JIM WEITKAMP	9:45 AM	JIM.WEITKAMP@CAPLETECH.COM
4/16/12	EXEL	ROBERT MACLELLAN	9:45 AM	ROBERT.MACLELLAN@EXEL.COM
4/16/12	Exel	Scott Lyons	9:50	scott.lyons@exel.com
4/16/12	GORDON LOGISTICS	Stephen Wardwell	9:50	SWV@GIS.NET
4/16/12	Glaziers	Scott Moe	9:50	smoe@glaziers.com
4/16/12	FAEGE	JONATHAN BARRETT	9:50	JBARRETT@FAEGE-COMMERCIAL.COM
"	Kiw Warehouses	Brian Hew	9:50	
"	Law Warehouse	Jack Glow	9:50	
"	Law Warehouses	JOHN GUERETTE	9:50	
"	Eurpac	Nick Petros	9:50	npetros@gmail.com
"	CALW	D. Dancoes	9:55	dcoes@calw.com
"	SANTSEN WIND SPEERS	DAVID GIBB	9:55	DGIBB@SANTSENWINDMILL.COM
"	Southern Wine	Arun Kouran	9:55	

Long-Term Warehouse Services RFP
Vendor's Conference Participants

April 16, 2012

DATE	COMPANY	NAME	SIGN-IN TIME	EMAIL ADDRESS
4/16	Distributetech, LLC	Mike Goclowski	9:50	Mike@webwei.com
	"	RICHARD SPALTO	"	RLSPALTO@AOL.COM
	"	DAVID COLLINS	"	dgc@RATHLAW.COM
4/16		Joe Bellavance	10AM	jbellav@gmail.com
4/16		CHRIS BRONN	10 AM	Cbronnenhd@st.com
4/16		KARY SHUMWAY	10 AM	KSHUMWAY@CLARKEDISK- BUTTS.COM
4/16	Southern Wine & Spirits	RANDY BARNHART	10 am	R.BARNHART@SOUTHWINE.COM
4/16	Southern Wine & Spirits	Roscoe Boisvert	10m	RBOISVERT@SOUTHWINE.COM
4/16	Blaine P.A./XTL	Jodi Gumbles	10 am	Jgumbles@blainepa.com
4/16	Hinckley Aler	Suzan Lehmann	10 am	Slehmann@haslow.com

2012-9991

CONCORD WAREHOUSE TOUR

Long-Term Warehouse Services RFP
Vendor's Conference Participants

April 16, 2012

DATE	COMPANY	NAME	SIGN-IN TIME	EMAIL ADDRESS
4/16/12	Blanco P.A.	Jodi Grimbilas	1:30	jgrimbilas@blanco.com
4/16		CHRIS BROWN	1:30	
4/16	Excel	Roscoe Mabelson	1:30	
4/16	CHORUS	Jim Weickung	1:30	
4/16	LBFB	Jim Ryan	1:30	
4/16	LBFB	GRAHAM B. THOMPSON	1:30	
4/16	Excel	Scott Lyons	1:30	
"	Law Weickung	Brian Law	"	
"	Law Warehouses	JACK GLOW	"	
"	Law Warehouses	JOHN GUERETTE	"	

FOR LEASE

DISTRIBUTION FACILITY

±40,000-280,377 SF

HIGH-BAY WAREHOUSE

59 DANIEL WEBSTER HIGHWAY :: MERRIMACK, NEW HAMPSHIRE



Calare Properties, Inc.

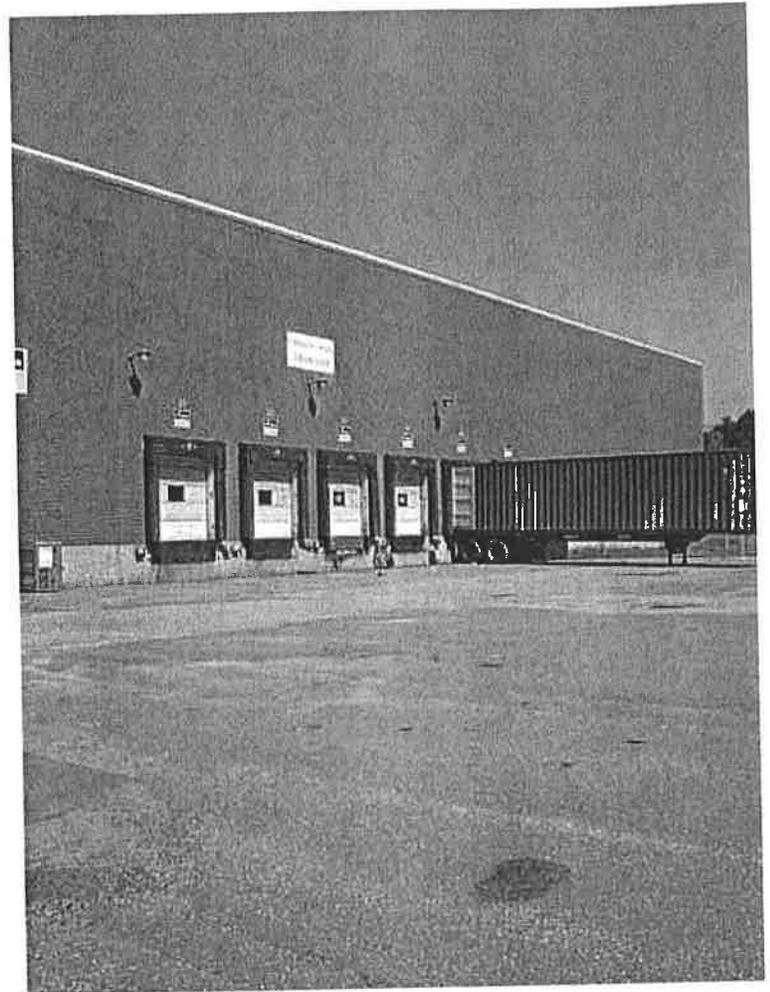
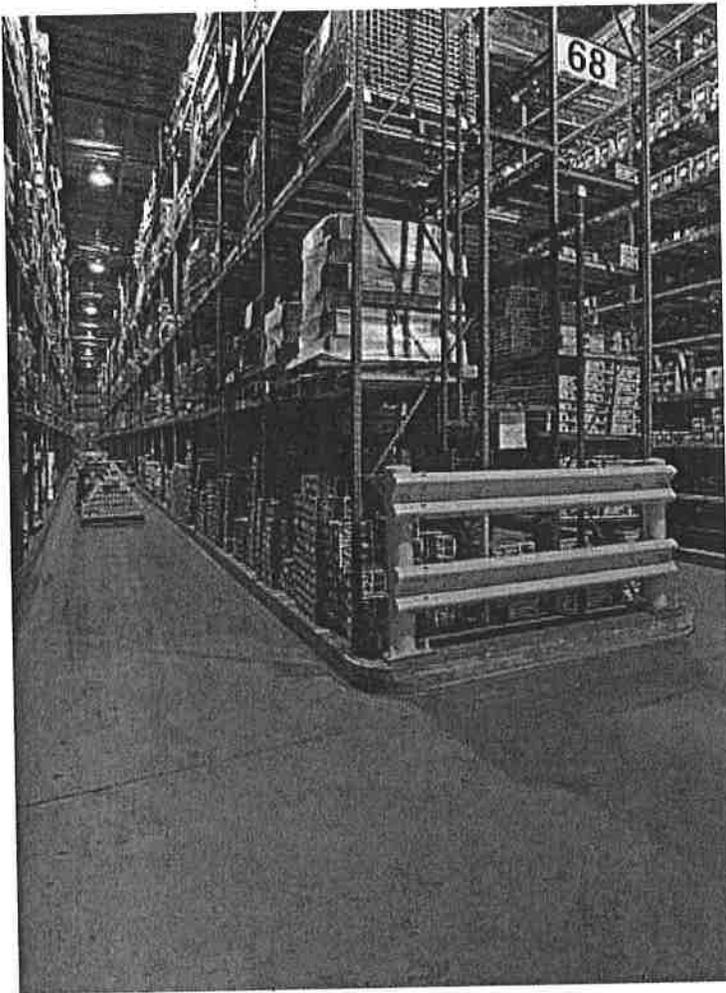


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2 Wall Street • Manchester, New Hampshire 03101
603.626.0036 • Fax 603.626.0249

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ABOUT THE PROPERTY

CB Richard Ellis is pleased to present the lease of 59 Daniel Webster Highway in Merrimack, New Hampshire.

This $\pm 474,322$ SF first-class manufacturing/distribution facility features $\pm 280,377$ SF of high-bay warehouse distribution space available for lease. The space offers 22'-32' clear height with 26 tailboard loading docks with levelers. The former Nashua Corp. Headquarters now serves as Southern New Hampshire's premier high-bay distribution center, serving the needs of Nashua Corp.'s Paper Division and Viega North America. The site is strategically located on Daniel Webster Highway and is easily accessible via Exit 10 off the F. E. Everett Turnpike.

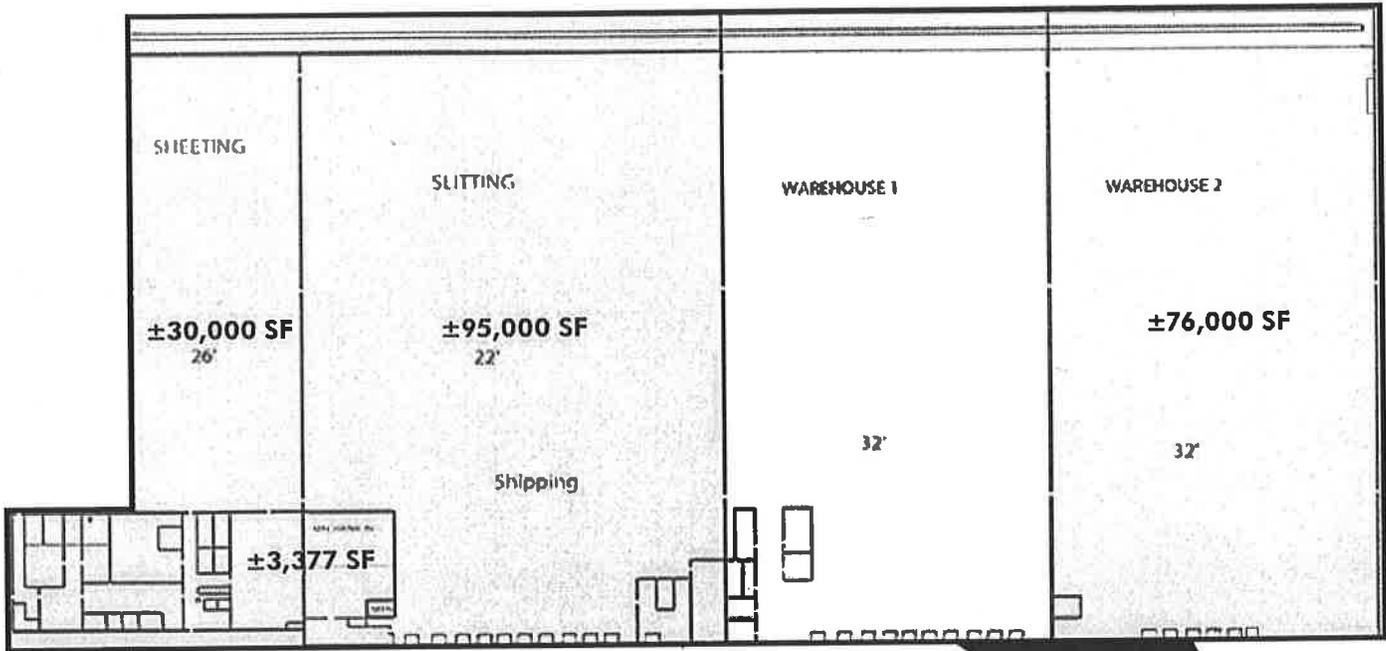
PROPERTY HIGHLIGHTS

• Available Space	$\pm 280,377$ SF	• Electric	One 1,500 amps, 480/277 volts, 3 phase; Two 2,000 amps, 480/277 volts, 3 phase
• Min. Divisible	$\pm 40,000$ SF	• Clear Height	22'-32'
• Year Built	1969	• Column Spacing	40' x 50'
• Lot Size	40.78 acres	• Real Estate Taxes	\$0.63/SF (estimated FY 2010)
• Zoning	Industrial	• Utilities	Public water and sewer
• Construction	Steel frame with brick exterior	• Electric	PSNH
• Roof	Built-up roof with adhered Koppers membrane	• Lease Rate	\$5.00/SF NNN
• Loading	26 tailboard loading docks One drive-in door		

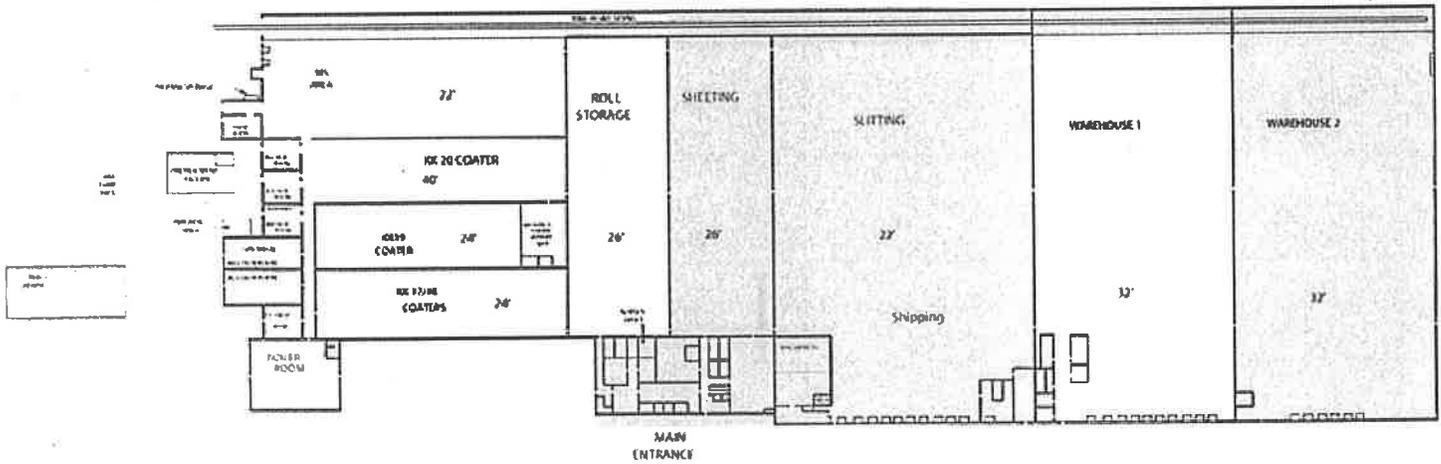
40,000 - 280,377 SF HIGH-BAY WAREHOUSE

FLOOR PLAN

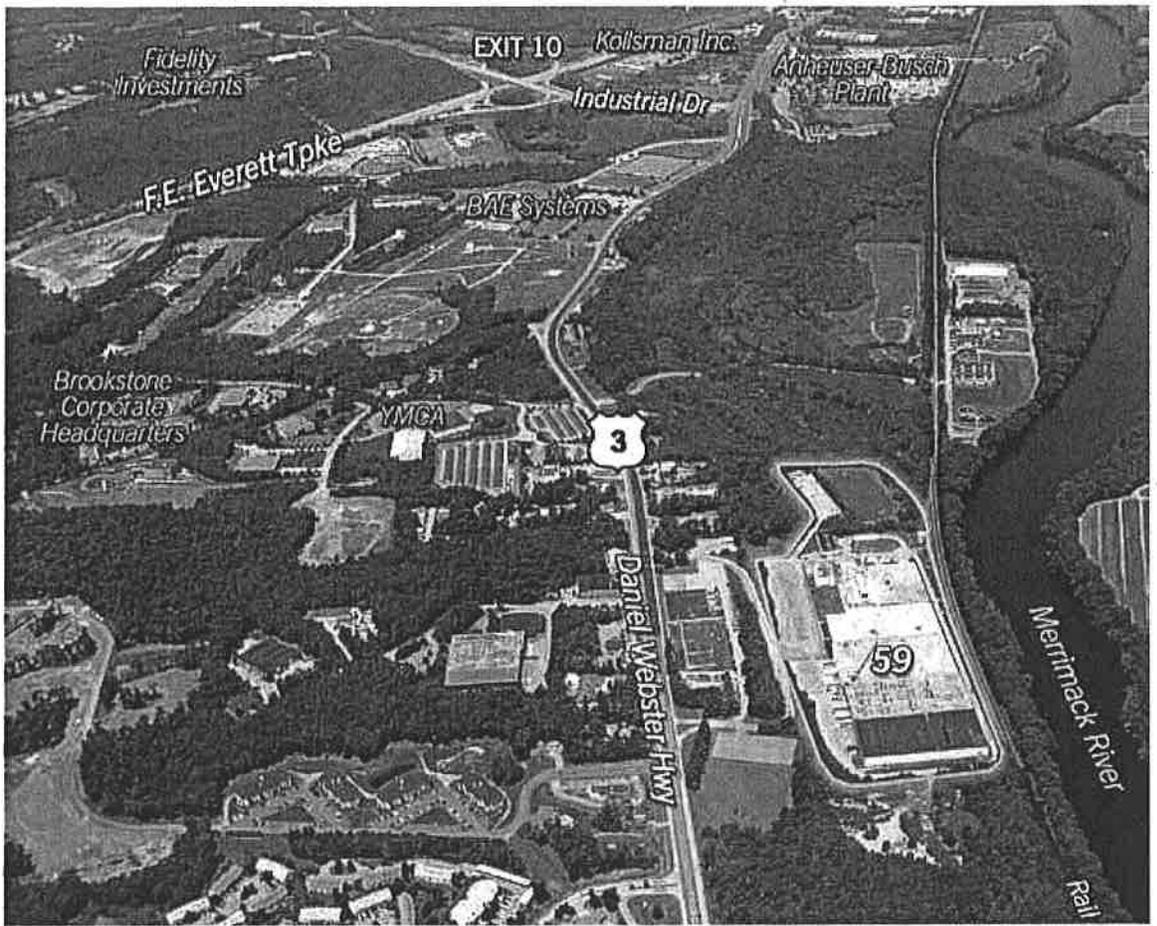
 = AVAILABLE



26 TAILBOARD LOADING DOCKS



AERIAL



REGIONAL MAP



MILES TO

- BOSTON 47
- WORCESTER 55
- PROVIDENCE 91
- NEW YORK CITY 235

FOR MORE INFORMATION

Roger Dieler
603.792.2604
roger.dieler@cbre-ne.com

Robert LeClair
617.912.6947
robert.leclair@cbre-ne.com

Mark Reardon
617.912.7046
mark.reardon@cbre-ne.com

www.cbre.com/manchester

2 Wall Street • Manchester, New Hampshire 03101
603.626.0036 • Fax 603.626.0249

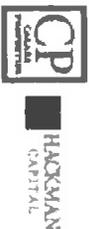
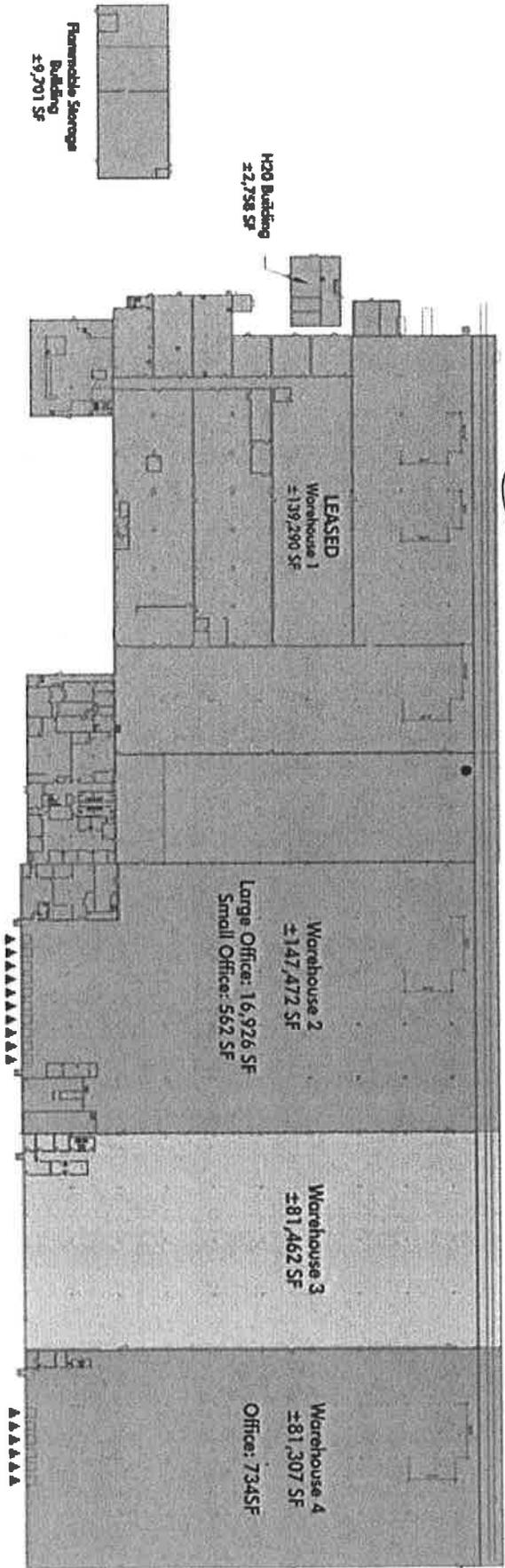
CBRE | New England

FLOOR PLAN



59 Daniel Webster Highway MANCHESTER, NH

Terms if leased



CBRE | New England

www.cbre.com/manchester

Two Wall Street, Manchester, NH 03101

603.626.0036 Fax 603.626.0249

Distributech

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



_____, _____ ("EFFECTIVE DATE")
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this 25th day of April, 2012 between
Fifteen Integra Drive, LLC ("SELLER")
of P.O. Box 100
City/Town W. Wareham State MA Zip 02578 02576
and Distributech, LLC
("BUYER") of 20 Development Street
City/Town Fall River State MA Zip 02721

MTG
LM

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Concord located at +/-15 Integra Drive, Concord, NH 03301 consisting of approximately 54.98 acres of land. See attached plan.
County Merrimack Book 3290 Page 1551 Date 12/30/2011 ("PROPERTY").

3. The **SELLING PRICE** is Three Million One Hundred Thousand Dollars and 00/100 Dollars \$ 3,100,000.00
A DEPOSIT in the form of check, is to be held in an escrow account by Fairway Real Estate, LLC ("ESCROW AGENT"), 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 \$ 30,000.00 (*)
If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ -not applicable will be delivered on or before (N/A) See Addendums One & Two.
Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check in the amount of \$ 3,070,000.00

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

5. **TRANSFER OF TITLE:** On or before see below at a location to be mutually agreed upon by all parties 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: None.

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:
Wendy Keeler of Fairway Real Estate, LLC 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, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, 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 \$ not applicable.

SELLER(S) INITIALS [Signature] BUYER(S) INITIALS [Signature]

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



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); or

(c) BUYER may terminate this Agreement in writing and 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).

Notification in writing of SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). 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 type="checkbox"/>	<input checked="" type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within seeBelow 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.

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.

SELLER(S) INITIALS JM BUYER(S) INITIALS [Signature]

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



9. ADDITIONAL PROVISIONS:

Seller and Buyer acknowledge that the subject land is under Current Use. Seller agrees to pay any current use taxation fees on the acreage that Buyer will be required to use in his development of the warehouse distribution building and project.

Buyer shall pay any and all Impact Fees.

As per Paragraphs #14 & #15 above: Buyer shall be allowed to terminate this Agreement by notification to Seller in writing if any of its Inspections and Due Diligence is not acceptable to Buyer for any reason.

Transfer of Title shall take place within Thirty (30) days of Buyer executing a contract with NH Liquor Commission
 See addendum 1 - Additional Provisions (continued)

20. ADDENDA ATTACHED: Yes No See attached First and Second Addendum

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated 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 duplicate original 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 ATTORNEY.

BUYER *Michael Biszko* 4/30/12 DATE TIME

BUYER DATE TIME

20 Development St
 MAILING ADDRESS

MAILING ADDRESS

Fall River, MA 02721
 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.

SELLER *Gerald P. McCarthy* 5/2/12 DATE TIME

SELLER DATE TIME

FIFTEEN CHENELL DR, LLC, P.O. Box 100
 MAILING ADDRESS

MAILING ADDRESS

W. Wareham, MA 02576
 CITY STATE ZIP

CITY STATE ZIP

ADDENDUM

New Hampshire Association of REALTORS® Standard Form



Addendum concerning the property located at 15 Intrepid Drive, Concord, NH 03301 consisting of approximately 54.88 acres

1) Additional Provisions (continued)

pursuant to NHRFP & obtaining all necessary permits/approvals including the issuance of a building permit; but shall take place no later than December 31, 2012 unless as stated in the attached Addendum.

See attached Addendum referencing Paragraphs #5, #14, and #16 of this Purchase and Sales Agreement.

 2/30/12 / DATE / TIME

BUYER Distributech, LLC Michael Biszko
MEMBER

BUYER DATE / TIME

 5/2/12 / DATE / TIME

SELLER Gerald P. McCarthy
James

SELLER DATE / TIME

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



Addendum to the Purchase and Sales Agreement dated April 25, 2012: THE FIRST ADDENDUM between
Fifteen Integra Drive, LLC
 _____ ("SELLER"), and

Distributech, LLC ("BUYER"), for
 the property located at 15 Integra Drive consisting of approximately 54.98 acres of land

hereby agree to the following:

This offer and Transfer of Title is subject to the following conditions as set forth below:

1. Escrow Deposit in the Amount of \$30,000 and as per Par. # 3 of the Purchase & Sales Agreement (the Agreement): The full amount of the Deposit shall be applied to the Purchase Price unless as per Par.# 2 and # 3 below.
2. The Agreement shall become Null and Void and the Deposit shall be returned to Buyer if:
 - (a) Seller does not obtain zoning change acceptable to Buyer by August 1, 2012 (Buyer shall Option to extend this date to be mutually agreed upon by all parties);
 - (b) Buyer does not receive State of New Hampshire Liquor Commission warehouse contract by October 1, 2012;
 - (c) Buyer cannot obtain all required permits/approvals including the issuance of building permits by October 1, 2012 for the construction of building necessary for NH RFP;
 - (d) Buyer cannot obtain clear and marketable title acceptable to Buyer;
 - (e) Buyer does not receive an environmental report and/or assessment (referred to as a 21E in Massachusetts) to, *at closing* Buyer's satisfaction Thirty (30) days prior to Transfer of Title and at Transfer of Title, property to be consistent with the environmental report;
 - (f) Seller and Buyer agree the Escrow Deposit as per Par. #16 of the Agreement shall become the property of Seller and Seller's keeping of this deposit shall be its sole and exclusive remedy for Buyer's breach of the Agreement.

See addendum 1 - Addendum (continued)

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.

EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

<p><i>[Signature]</i> BUYER Michael Biszko Duly Authorized <i>Distributech, LLC</i> <i>McMB21</i></p>	DATE / TIME	<p>_____</p>	DATE / TIME
<p><i>[Signature]</i> SELLER Gerald P. McCarthy Duly Authorized <i>JAMES</i></p>	DATE / TIME	<p>_____</p>	DATE / TIME

[Handwritten initials]

ADDENDUM

New Hampshire Association of REALTORS® Standard Form



Addendum concerning the property located at 15 Integra Drive consisting of approximately 54.98 acres of land

1) Addendum (continued)

3. Extensions and Escrow Deposit: The following extensions shall be granted:

- (a) October 1, 2012 to October 31, 2012: \$10,000 of the Escrow Deposit shall become non-refundable to extend the Agreement;
- (b) November 1, 2012 to November 30, 2012: \$10,000 of the Escrow Deposit shall become non-refundable to extend the Agreement;
- (c) December 1, 2012 to December 31, 2012: \$10,000 of the Escrow Deposit shall become non-refundable to extend the Agreement.
- (d) Any additional extensions shall be requested by Buyer in writing and to be mutually agreed upon.

Seller agrees to diligently pursue the zoning change required for Buyer's construction of Buyer's building and the parties agree to cooperate with each other in obtaining the zoning change.

 BUYER Michael Biszko Duly Authorized	DATE 9/30/12	BUYER	DATE / TIME
<i>DISTRIBUTION, LLC MEMBER</i>			
 SELLER Gerard P. McCarthy Duly Authorized	DATE 5/2/12	SELLER	DATE / TIME
<i>JAMES</i>			

SECOND ADDENDUM TO PURCHASE AND SALES AGREEMENT

This Second Addendum to Purchase and Sales Agreement dated April 19th, 2012, by and between Fifteen Integra Drive, LLC, a New Hampshire limited liability company with an address of P.O. Box 100, W. Wareham, MA 02576, hereinafter referred to as "Seller," and Distributech, LLC, a New Hampshire limited liability company with an address of 20 Development Street, Fall River, MA 02721, together with its successors and assigns, hereinafter referred to as "Buyer."

1. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer which, subject to the limitations set forth in this agreement, shall survive the closing of this sale and the execution and recording of the deed of conveyance.

(a) Seller is a limited liability company duly existing and organized under the laws of the State of New Hampshire and has full power and lawful authority to enter into and carry out the terms and provisions of this contract and to execute and deliver all documents which are contemplated by this contract, and all actions necessary to confer such power and authority upon the persons executing this contract and all documents which are contemplated by this contract to be executed on behalf of Seller have been taken. Seller's execution, delivery and performance of this contract will not result in any violation of, or default under, any document by which Seller is organized, any agreement to which Seller is a party or by which Seller or the Property is bound. The documents contemplated to be delivered by Seller at closing will be duly authorized, executed and delivered by Seller and is and will be the legal, valid and binding obligations of Seller.

(b) Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code Section 1445 and any related regulations.

(c) Except as provided herein, no approval, consent, waiver, filing, registration or qualification with any third party, including, but not limited to, any governmental bodies, agencies or instrumentalities, is required to be made, obtained or given for the execution, delivery and performance of this contract or any of the Seller's closing documents by Seller.

(d) There are no leases executed by Seller or other rights of occupancy or use granted by Seller of any portion of the Property which would become an obligation of Buyer upon the closing of this sale.

(e) There is no litigation, including any arbitration or other proceeding by or before any court, arbitrator or governmental or regulatory official, body or authority which is pending against Seller or of which Seller has received written notice directed to Seller relating to the Property or the sale contemplated hereunder.

(f) Seller has not received any written notice directed to Seller from any governmental authority having jurisdiction over the Property of, any violation of any law, ordinance, order or regulation affecting the Property, or any portion thereof, which has not heretofore been complied with.

Seller Initials JKBuyer Initials DK

(g) Seller has made available for inspection all documents in its possession pertaining to the physical condition of and potential for development of the property.

(h) Seller has good and marketable title to the property free and clear of all liens and encumbrances except for the permitted exceptions.

(i) Seller is not subject to any commitment, obligation or agreement, including but not limited to, any right of first refusal or option to purchase the Property in favor of anyone other than Buyer which prevents the consummation of the transactions contemplated herein or which might bind Buyer subsequent to the consummation transaction under this Agreement.

(j) Other than the Land Use Change Tax ("Current Use") identified at paragraph 19 of this Agreement, Seller has not received any notice of a planned or commenced public improvement which may result in special assessments against the Property or which might otherwise affect the Property.

(k) Seller has not entered into nor does there exist, any mortgage, land contract or other financing arrangement relating to or encumbering the property which cannot be discharged at closing.

2. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller which, subject to the limitations set forth in this contract, shall survive the closing of this sale and the execution and recording of the deed of conveyance.

(a) Buyer is a limited liability company duly existing and organized under the laws of the State of New Hampshire, and has full power and lawful authority to enter into and carry out the terms and provisions of this contract and to execute and deliver all documents which are contemplated by this contract. If Buyer assigns its interest in this contract, the assignee will be an entity, duly existing and organized under the laws of the State of New Hampshire or authorized to transact business in the State of New Hampshire and will have full power and lawful authority to enter into and carry out the terms and provisions of this contract and to execute and deliver all documents which are contemplated by this contract.

(b) All actions necessary to confer such power and authority upon the persons executing this contract and all documents which are contemplated by this contract to be executed on behalf of Buyer have been, or will be taken.

(c) Buyer's execution, delivery and performance of this contract will not result in any violation of, or default under, any document by which Buyer is organized, any agreement to which Buyer is a party or by which Buyer or its property is bound.

(d) This contract has been, and the documents contemplated to be delivered by Buyer at closing will be, duly authorized, executed and delivered by Buyer and is and will be the legal, valid and binding obligations of Buyer.

Seller Initials



2

Buyer Initials



3. Representations and Warranties as of Closing. The foregoing warranties and representations of Seller and Buyer shall be deemed restated and remade by Seller and Buyer in their entirety as of the closing date. If at any time after the date of this contract and prior to the closing date, there is a change in circumstances or either Seller or Buyer acquires any information or knowledge which would, without disclosure, make any of the warranties or representations made by either of the parties materially untrue or materially misleading, then the party obtaining such knowledge shall immediately notify the other party.

4. Confidentiality. Seller and Buyer agree to keep the terms of this Agreement confidential and agree not to disclose any of the terms and conditions set forth herein to any third party. Notwithstanding the previous sentence, the Seller and Buyer agree that Buyer may disclose the terms of this Agreement to the New Hampshire State Liquor Commission (the "Commission") in support of its application to the Commission for the contract for Warehouse Services for Wine and Spirits and Related Products and to any Lender providing financing to the Buyer for the construction of the Warehouse facility in the event the Buyer is awarded the Warehouse Services contract by the Commission.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and their seals affixed.

Seller:

15 INTEGRA DRIVE, LLC

By: 
 Name: JAMES McEnty
 Title: MANAGER
 Duly Authorized

Buyer:

DISTRIBUTECH, LLC

By: 
 Name: Michael B. B...
 Title: MEMBER
 Duly Authorized



NEW CENTURY LAND DEVELOPMENT LLC

20 DEVELOPMENT ST
FALL RIVER, MA 02721-3246

1007

DATE 5/2/12

63-447/1

PAY TO THE ORDER OF

Fairway Real Estate, LLC
Thirty THOUSAND

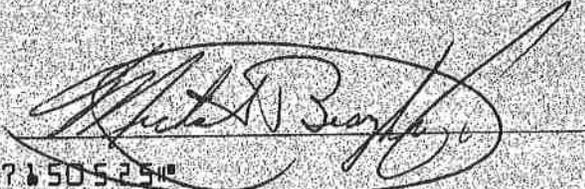
\$ 30,000.⁰⁰

DOLLARS

ROCKLAND TRUST

FOR

5498 acres Book 3290 / p. 1551



⑆001007⑆ ⑆011304478⑆

⑆7150525⑆

James Wilson



NEW CENTURY LAND DEVELOPMENT LLC

1007

20 DEVELOPMENT ST
FALL RIVER, MA 02721-3246

DATE 5/2/12

63-44771

PAY TO THE ORDER OF

Fairway Real Estate, LLC

\$ 30,000.00

Thirty Thousand

DOLLARS

ROCKLAND TRUST

FOR

5496 acres Boon 3290 / Pg 1551

⑈001007⑈ ⑆011304478⑆

17150525⑈

Jim

5/2/12

7:30 AM

Wednesday

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



_____, _____ ("EFFECTIVE DATE")
 EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this 25th day of April, 2012 between
Fifteen Integra Drive, LLC ("SELLER")
 of P.O. Box 100
 City/Town W. Wareham State MA Zip 02578 02576
 and Distributech, LLC
 ("BUYER") of 20 Development Street
 City/Town Fall River State MA Zip 02721

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Concord located at +/-15 Integra Drive, Concord, NH 03301 consisting of approximately 54.98 acres of land. See attached plan.
 County Merrimack Book 3290 Page 1551 Date 12/30/2011 ("PROPERTY").

3. The **SELLING PRICE** is Three Million One Hundred Thousand Dollars and 00/100----- Dollars \$ 3,100,000.00
 A DEPOSIT in the form of check is to be held in an escrow account by Fairway Real Estate, LLC ("ESCROW AGENT"), 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 \$ 30,000.00 (*)
 If said deposit is to be delivered after this Offer is accepted by SELLER and is not delivered by the above deadline, this Agreement shall automatically terminate. BUYER agrees that an additional deposit of earnest money in the amount of \$ -not applicable will be delivered on or before (N/A) See Addendums One & Two.

Failure by BUYER to deliver this additional deposit shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check in the amount of \$ 3,070,000.00

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

5. **TRANSFER OF TITLE:** On or before see below at a location to be mutually agreed upon by all parties or some other place of mutual consent as agreed to in writing.

NEW CENTURY LAND DEVELOPMENT LLC 1007
 20 DEVELOPMENT ST
 FALL RIVER, MA 02721-3246

DATE 5/2/12 63-447/113
 463

PAY TO THE ORDER OF Fairway Real Estate, LLC \$ 30,000.00
Thirty Thousand DOLLARS

OR 54.98 acres Book 3290 / p. 1551

[Signature]

⑈00 600 7⑈ ⑆0 1 3044 78⑆ ⑆7 505 25⑈

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

Form generated by: TrueForms™ from REVEAL SYSTEMS, Inc. 800-499-9612

New Hampshire State Liquor
Commission Warehouse
Contract Presentation

July 24, 2012

HAT • TRICK • LOGISTICS, • L.L.C.



Opening Statement: Chris Brown

- Hat Trick Team Key Staff Introductions
 - Detailed List Attached Appendix A
- Implementation Team Background (details attached)
 - Michael Buckley
 - Theodore Speas
 - Richard Stadnick
- Group Unity/Power of Three
- Managing Partner: Chris Brown
 - Single Point of Contact

Vendor Experience & Qualifications:

Chris Brown

- Prior Experience: 3 NH Wholesaler; 240 Years
- 300 employees
 - Warehouse, IT, Inventory, HR, Marketing
 - Proven history of collaboration with SLC
 - 3rd&4th Generation; family-owned businesses
 - NH roots & community involvement,
 - we have reputations at stake and we take pride in what we do and deliver

Vendor Technical & IT Competence

Joe Bellavance

- **Core Technologies**
 - Our Low-risk solution will have the ability to properly accept, inventory, warehouse, manage, and product shipments
 - Seamless Transition: Ability to interface with SLC system from day-one
 - Cost effective & scale appropriate
 - Ability to evolve and adapt
- **Solutions/Components**
 - Existing SLC system
 - Vermont Information Processing(VIP)
 - Custom Interface
- **Existing SLC Solution**
 - No Change Required from current software

Vendor Technical & IT Competence

Joe Bellavance

- **Why VIP?**
 - Experience since 1972
 - 400 Beer and 30 Wine & Spirits Warehouses
 - Industry Standard for beer, wine & spirits
 - In-use by member companies for 20+ years
 - Used by Clarke Distributors at wine operation in VT (4,000 SKUs)
- **Custom Interface & Reporting**
 - Maximum Flexibility
 - Straightforward tie-in to SLC system using basic methodologies
 - Will provide web-based reporting for vendors & brokers
 - Will be implemented using current technology standards

Vendor Technical & IT Competence

Joe Bellavance

- Transportation Vendor Interface
 - Prepared to work closely and cooperatively with current transportation provider
 - VIP solution has built in loading & routing capabilities
- The Future
 - Work collaboratively with SLC to enhance & evolve IT solution including exploring use of NABCA standards

Vendor Overall Solution:

Joe Bellavance

- Benefits of proposed facility:
 - Location
 - Inbound from South
 - Outbound to centroid of volume/population
 - Secure industrial facility removed from residential or urban populations
 - Uncommon High Bay Warehouses: Clear height to 34'
 - Sustainability: Re-purposing existing warehouse space
 - Existing Railway Infrastructure
 - Building Infrastructure: Red-steel; metal roof replaced in 2006; concrete floor slabs; Steel columns
 - Sufficient Dock Equipment & Space
 - Functional Office Space;
 - Large Parking Lot Area
 - No issues associated with new construction delays; Immediate LOI; 4 to 6 month ready-to-test
 - Close proximity to current vendor means delivery schedules should remain consistent;

Vendor Pricing & Innovation:

Kary Shumway

- Objective:
 - Create a pricing model to achieve the mutual goals of the NHSLC and its supplier partners, while allowing for the financial viability of the warehousing system.
- One warehouse fee structure:
 - Compared to the contract rates effective 1/1/2013, and using the NHSLC provided volume estimates, the Hat Trick proposal provides for a \$6.7 million net cost reduction over the 30 month contract period, a reduction of 19.3%. This cost reduction benefits both NHSLC and its supplier partners.

Service & Project Management:

Joe Bellavance

- Pre-Contract Transition Period
 - Building/Facility Preparation Upgrades
 - Business Infrastructure Development
 - Equipment & Infrastructure Purchasing
 - Technology Development, Implementation & Testing
 - Workforce Acquisition & Training
- Transportation Vendor Relations
- On-going Business Management

Vendor Pricing & Innovation:

Kary Shumway

- Benefits for NHSLC –
 - Under the contract rates effective 1/1/2013, and using the NHSLC provided volume estimates, the NHSLC would incur fees of \$3.25million over the 30 month contract term.
 - Under the fee structure proposed by Hat Trick the NHSLC would receive \$1.26mm over the 30 month contract term.
 - A net benefit of \$4.5 million to NHSLC. This is based on revenue share of \$1.3 million and fee reductions of \$3.2 million.

Vendor Pricing & Innovation:

Kary Shumway

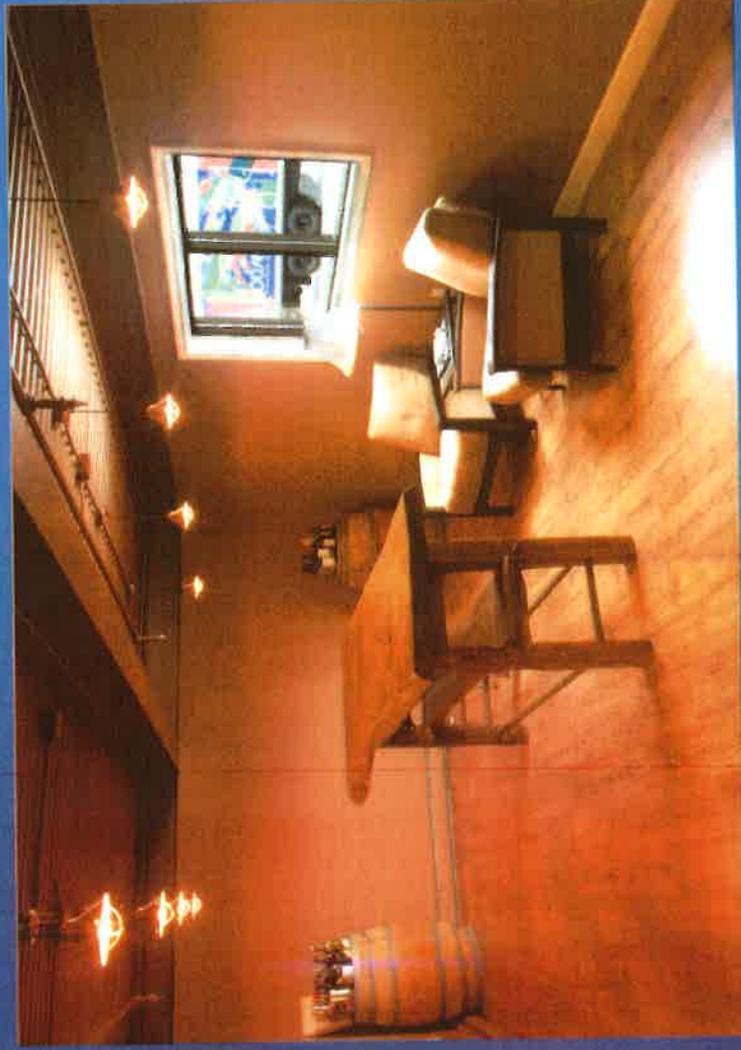
- Benefits for Suppliers
 - Under the contract rates effective 1/1/2013, and using the NHSLC provided volume estimates, the charges to suppliers would total \$31.5 million for the 30 month contract period.
 - Under the Hat Trick proposal, charges to suppliers would total \$29.3 million, a fee reduction for Suppliers of \$2.2 million.

Vendor Innovation: Richard Clarke

- A Value-Added Partnership
 - Enhance SLC employee wine knowledge and customer service through a partnership with the broker/supplier, community and our on-line wine education program
Product Education/Tasting Room
 - Partner with suppliers on marketing
 - Creative low-volume item strategy
 - Point of Sale storage support

Rutland, Vermont Beverage Warehouse

Wine Sampling & Education Room



Vendor Innovation: Richard Clarke

- Current Concord Warehouse
 - Open to discussing potential options
- Dedicated SLC Office Space
 - 30 month rent-free trial period

Closing Statement: Chris Brown

- New Hampshire-owned/based with deep Roots
- AB Wholesaler History of Collaboration: 240 years
- Local Re-investments resulting in NH Jobs
- Risk Management Understanding
- Deep bench with a total of 300+ employees
 - Pockets of Expertise (Finance, HR, Operations, Administrative, Marketing)

“If you don’t drive your business, you will be driven out of business” B.C. Forbes

Appendix A: Key Staff Information

- Richard W. Clarke
- Current Position: Owner-President Clarke Companies
- Years of Experience: Eighteen years (CDL-B 25 years)
- Education: University of Alabama
 - Executive Education-Business at the University of Virginia
- Experience Overview: *Familiar with all aspects of alcoholic beverage distribution business;*
- Jay Clarke
- Current Position: Clarke Companies Executive Vice President
- Years of Experience: Sixteen Years full-time
- Education: Menlo College BSBA
- Experience Overview: *Familiar with all aspects of alcoholic beverage distribution business;*
- Kary R. Shumway, CPA
- Current Position: Clarke Distributors, Inc, CFO. Responsible for finance, accounting and tax issues, budgeting and planning, and Information Technology.
- Years of Experience: Nine years
- Education: BS degree in Management Science, Accounting concentration, Bridgewater State College, Bridgewater MA.
 - Certified Public Accountant, November 1998.
 - CPA in public practice for five years. Responsible for financial statement audits, tax return preparation and consulting services to various businesses including beverage warehouse and distribution clients.

Key Staff Information cont...

- Edward Coppola
- Current Position: Clarke Distributors, General Manager
- Years of Experience: Six
- Education: BSBA Boston University
- Experience Overview: Familiar with all aspects of alcoholic beverage distribution business; Including Sales, product loading, delivery, merchandising, customer service, in-bound load receiving, Inventory Management, Human Resources, Organizational Development, Sustainable energy project implementation, State of NH SLC Regulatory Requirements & Expectations;
 - Previous Experience: Five years Account Manager with Church & Main Advertising; Previous eleven years District Manager with Merrill Lynch
- Mark Pearce
- Current Position: Clarke Distributors, IT Manager
- Years of Experience: Seven Years
- Education: Fitchburg State College – Fitchburg, MA Degree Program: Computer Science
- Experience Overview: PC & Mac Computer and Network Administration with 17+ years' experience in back-end programming, relational databases and development/maintenance of complex and critical systems with comprehensive experience scheduling conversions and cut-over. Extensive experience monitoring, tracking, and evaluating IT infrastructure incidents. Created and maintained both CMS and WordPress based websites with extensive experience utilizing a wide range of software and development tools. Over 7 years working in the beverage distribution industry, maintaining essential systems related to invoicing, order processing, and hand-held sales devices. Well-verse in VIP software systems.

Key Staff Information cont...

Joe Bellavance, Jr.

Current Position: Owner-President Bellavance Beverage

- Years of Experience: Twenty Years
 - Education: BA University of Vermont; MBA Boston University
- Experience Overview: *Familiar with all aspects of alcoholic beverage distribution business;*

Key Staff Information cont...

- Christopher A. Brown
- Current Position: President & COO New Hampshire Distributors
- Years of Experience: 23 years
- Education: University of New Hampshire, Degree: AS Business Administration, BA Communications – UNH, Master in Business Southern NH University
- Experience Overview: *Familiar with all aspects of alcoholic beverage distribution business;*
- Tyler Kelly
- Current Position: Owner & VP-Marketing, New Hampshire Distributors
- Years of Experience: 17 years
- Education: University of New Hampshire Degree: BS – Kinesiology
- Experience Overview: *Familiar with all aspects of alcoholic beverage distribution business*
- Grant Kelly
- Current Position: Owner & Operations Manager, New Hampshire Distributors
- Years of Experience: 10 years
- Education: Colby-Sawyer College Degree: BA
- Experience Overview: *Familiar with all aspects of alcoholic beverage distribution business*

Key Staff Information cont...

- Tom Painchaud
- Current Position: NH Distributors, General Manager
- Years of Experience: Thirty-one
- Education: BA Colby College; MBA SNHU
- Experience Overview: Familiar with all areas of Beverage Sales, Marketing, Facility Operations
- Henry Wenta
- Current position: IT Manager 8 years
- Years of experience : 29
- Education: Vermont Technical College, Studies in Electrical and Mechanical Engineering
- Saint Michael's College,
- Professional development courses in Accounts Payable, General Ledger, Business Writing, and Human Resource Issues
- Automated Training Systems (ATS, Inc.), RPG Programming, Work Station, IBM Hardware, Cabling, Saint Joseph's College, PC Programming, Fundamentals of RPG Programming, DisplayWrite Microsmart Technology Solutions, LLC
- Experience: familiar with all aspects of the VIP software solution as well as AS400 mainframe. Responsible for entire network infrastructure, all computer hardware and software, all electronic communications, wireless technology, support and hand held computer for entire sales department with ongoing support and support of all phones. Project implemented in the past several years include warehouse management system, voice pick, truck loading, mobility for all sales personnel.

Implementation Team

- Michael Buckley (30 years)
 - retired as Legislative Budget Assistant :New Hampshire General Court in November 2008 after a 30 year career with the Office.
 - certified public accountant, and member of the American Institute of CPA's, and the NH Society of CPA's, having formerly served on their Ethics Committee.
 - school board in his town of Derry, NH
 - volunteer for NH Special Olympics.
 - former member of the New England Intergovernmental Audit Forum, National State Auditors Association and Eastern States Legislative Fiscal Officers Association.
 - currently operates a family trucking business in Derry

Implementation Team

- Theodore W. Speas, PE CONSULTANT (18 years)
 - President, Iron Lighthouse Corporation: Providing warehouse project management and engineering services for clients nationally in the food and beverage processing and distribution industries.
- EDUCATION
 - Bachelor of Science in Mechanical Engineering, University of Florida, Gainesville, FL
- LICENSES
 - Professional Engineer (PE), Mechanical Discipline
 - State of Florida, Board of Professional Engineers, No. 51515
- PROFESSIONAL ASSOCIATIONS
 - National Society of Professional Engineers (NSPE)
 - Florida Engineering Society (FES)

Implementation Team

- **Richard Stadnik (36 years)**

- served as Hat Tricks systems integration architect for the custom software which will link the NHSLC's existing IT capabilities with the equally well-defined VIP warehouse and inventory software. Upon the awarding of the contract, he will lead the development team charged with building that link.
- owner Pup's Cider Company, an alcoholic beverage manufacturer and importer he founded in 1999. Pup's Cider has been licensed by the NHSLC as a manufacturer, vendor, and broker since 2004.
- From 1986 and continuing today, owns a systems consultancy named Stadnik & Company with a focus on delivering technical support to large (mainframe) data centers, and on technology-centric applications development. Its IT technical and development professionals have worked at a diverse set of clients, including the Federal Reserve Bank of Boston, Fleet Bank, Associated Grocers, IBM, Lotus, and Chase Manhattan on a myriad of mission-critical assignments.
- 1992 Stadnik & Co. launched the ViaFax enterprise fax solution software product, specifically targeted for the chemical industry. The product was successfully rolled out at a number of manufacturers including Ostram Sylvania, Mallinckrodt Chemical, J.T. Baker, and Rhone-Poulenc, among others.
- lead Technical Principal in the Boston office of Canadian consultancy Ducros, Meilleur, et Roy. He also held assorted technical and management positions with National Medical Care, New England Mutual Life, and Polaroid. He began his professional career as a programmer with Keene Associates in 1976.
- Boston University from 1973 -1978 studied systems engineering.
- married and has lived in Greenfield, New Hampshire since 1991.

DISTRIBUTECH “DIFFERENTIATORS” –WHAT SETS US APART:

Differentiator 1

Distributech is a strategic “Internal Startup” enterprise that is a customized response to all of the NHSLC’s bailment needs;

This strategic startup is “internal” because it capitalizes upon special and deep levels of experience with the Liquor Commission, and combines a stellar group of industry players into a special continuity and improvement team.

▲ Distributech is here to act as the Liquor Commission’s customized warehouse service division.

▲ **Distributech does not need time to learn the deliverables of this contract. We are ready “to hit the ground running”.**

▲ Our team is composed of nothing but all-stars that have come together to preserve the desirable aspects of the liquor system and launch state-of-the-art improvements.

▲ **As an SLC custom-built entity, Distributech has a 100% focus upon marrying the Liquor Commission’s service level and profitability priorities to warehousing operations.**

▲ We are the bidder that shares the most goals with the Commission; with a highly-tailored management team, operations, practices, policies all of the necessary technologies that will be a game-changer.

Differentiator 2

Our solution is best for the Liquor Commission because we tie together all services, rates and technologies into a long-term, economical but “forward thinking” enterprise.

Our financials, our services and our technologies are built from the bottom-up to support the Commission’s service requirements, risk mitigation and continuous improvement goals.

▲ **As we bundle together all physical and all technical services, we also bundle together and capture all related costs into the most economical business model.**

▲ Open and transparent warehouse transaction processing is our keystone in sharing with the Liquor Commission and simultaneously sharing with the suppliers and billing them through the Liquor Commission.

▲ **Even if other companies have very serious levels of potential funding, is there any other company that is dedicating more than \$40 million toward this project?**

▲ Our \$40 million investment is a comprehensive “build-to-suit” and “operate-to-suit” spearhead that specifically serves to please the Liquor Commission, all suppliers, their brokers and ultimately the demand by the retailers and consumers.

▲ **Between total and nominal warehouse automation lies our “best of both worlds” \$5 million optimized automation design that is completely centered around the Liquor Commission’s unique business.**

▲ Our prudent business planning and structure always centers around visibility, redundancy, scalability and agility.

Key Features of the Distributech Proposal (beyond the rate analysis)

Company Purpose: Distributech has been formed and funded for the specific purpose of addressing all of the NHSLC's warehousing objectives.

Company Capability: Our experience, approach and ability to execute the plan are all credible. We know what needs to be done (now and long-term), and we have the proven ability to accomplish the tasks, while reducing risks to the NHSLC.

Exclusive Focus: We are custom-shaped to be the proud and compliant fiduciary warehousing agent of our State.

Team of seasoned, NH specialists and dedicated industry veterans:

Thorough understanding of the liquor and warehouse businesses.

Execute and support the unique business rules and aggressive profitability goals of the NHSLC.

No "learning time" needed. Clear plan how to perform a smooth transfer of inventories and services.

Our directorship is paid -- based upon the throughput of the warehouse. With the high value of their combined experience, they are the formal group of advisors that will objectively guide and support Distributech's mission.

We propose that the NHSLC maintain an ex officio seat on Distributech's Board of Directors.

We also propose a Broker Steering Committee with the goal of promoting cooperative communications, marketing initiatives, improved customer service and sales growth.

Business Approach and Facility: Distributech has a technically modern and operationally efficient plan for business, with a state of the industry facility.

Business will unify and integrate warehousing into the NHSLC's internal operations.

Focused, and dedicated to working with the SLC to support and grow the throughput of NHSLC.

Transparency by design (with management, operation, billings and technology).

New state of the art facility specifically designed for New Hampshire's needs.

Best possible location to the NHSLC

(Concord location 3 miles away from NHSLC; 330,000+ square feet with a 1,200,000 case storage capacity)

Flexible racking design for added storage/handling capacities;

geared for many years of consecutive compounded growth.

Facility and operational designs that can adjust for "unlimited bottle-picking expansion".

By design, the current facility configuration can easily host 50% spikes or continued growth beyond the initial 5+ million case level of FY2013. Can host significant growth throughout the length of this contract.

"Fast-track" facility build-out by the Stahlman Group, the premier facility design, engineering and construction management group in the beverage and food industry --national-level experience for companies like Centrex Distributors, United Distributors, Empire Distributors, Origlio Distributors, Monarch Beverage, Demoulas Supermarkets, Stonyfield Farm, Coca Cola, Pepsi-Cola.

Internal systems and automation by W&H Systems, one of the most highly recognized designers and integrators of automation and software for case picking, handling and inventory systems in the United States. [Some wine & spirits references: Southern Wine & Spirits, Johnson Brothers, Horizon Beverage, Winebow, Wirtz Beverage, Empire Merchants and Charmer.

Why Distributech should be the NHSLC's warehousing bid choice...

For the minimum requirements portion of the NHSLC's RFP, Distributech meets all three Qualify/Disqualify minimum standards (General Approach, Financial Capacity, and Industry References).

Within the 100 Point grading system for the RFP, Distributech can be awarded all 100 points:

20 Points	For Distributech's Experience & Qualifications/Transition	The composition of Distributech's team members, their collective qualifications, its experience and ability to ensure a smooth transition, provide proper project management and provide a clean path for immediate and long-term success.
20 Points	For Distributech's Technical, Service, and Project Management Proposal/IT Competence	People within Distributech have direct experience with all of the NHSLC IT specifications, have long-term experience nationally with "state-of-the-industry" warehouse management systems, and have provided a best of breed design, layout and software integration path for this contract.
20 Points	For Distributech's Overall Solution	Our solution is best for the Liquor Commission because we tie together all warehousing services, rates and technologies into a long-term, economical but "forward thinking" enterprise.
40 Points	For Distributech's Pricing and Innovation	Distributech's innovative all-inclusive service, remarkable simplification of rates, \$900+K in annual offsets, and the transfer of supplier invoicing directly to the NHSLC, are features that stabilize overall costs, turn variable costs into fixed costs and are superior to other offers that only have the appearance of economy.

Warehouse Services RFP
Evaluation Criteria

	XTL	Law	Exel	Hat Trick
General (Qual/Not Qual) Vendor Experience & Qualifications/Transition (20)	Q	Q	Q	Q
Vendor Financial Stability & Capacity (Qual/Not Qual)	2	3	1	4
Vendor Technical, Service & Project Management Proposal/IT Competence (20)	Q	Q	Q	Q
Vendor Overall Solution (20)	2	3	1	3
Vendor Pricing & Innovation (40)	1	2	2	4
Vendor References (Qual/Not Qual)	1	2	3	4
Totals	Q	Q	Q	Q

E.C. Ranking
7/25/12
Pre-BAF

Distributech, LLC

September 7, 2012

Modification to Proposal

State of New Hampshire

RFP 2012-14

**Warehouse Services for Spirits and Wine Product,
Equipment and Supplies**

Thank you for this opportunity to respond to the Review Panel's inquiry in more detail.

Distributech's primary goal is to stay on schedule to deliver to the Commission a fully operable, state-of-the-art warehouse facility on time and as we have proposed.

Given certain difficulties that have recently arisen with the Integra Drive site in Concord, we are now seeking to amend our proposal to use an alternative site.

The alternative site, on Route 28 in Hooksett, is already permitted for construction of a 340,000 square foot warehouse. We have confirmed that the Hooksett site will permit the construction of the original Distributech building and designs, as have been proposed to the Commission. In this regard, it is also very helpful that our contractor, Stahlman Group, had been involved in much of the site work planning for the previous owner for this alternate site.

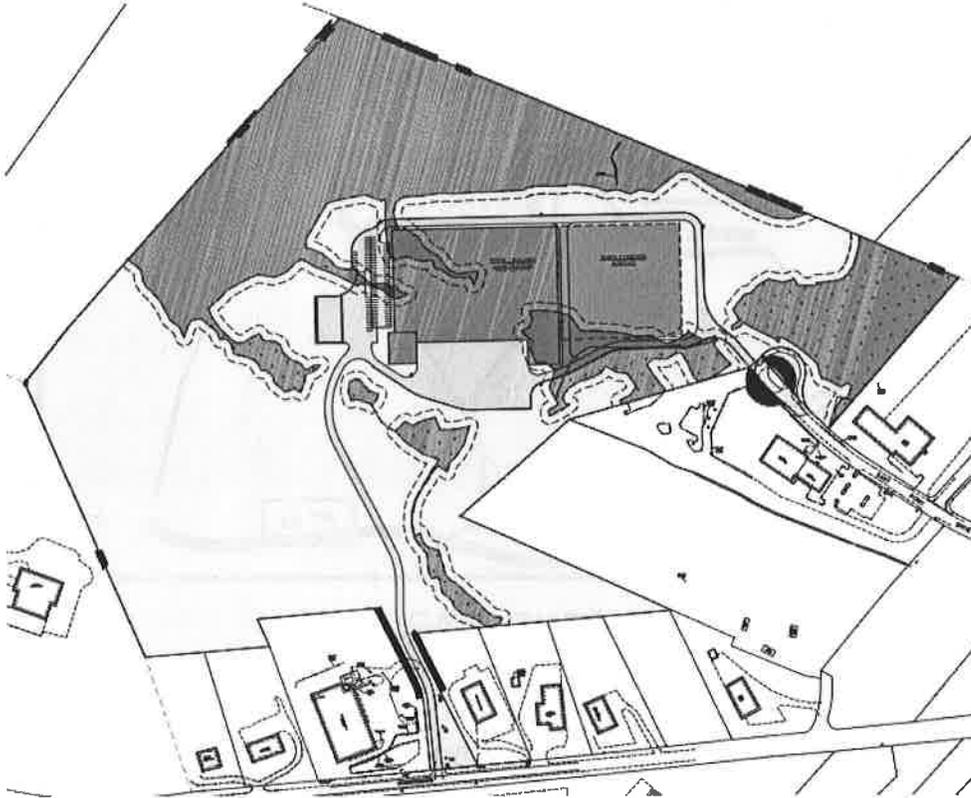
Except as described above, no provisions of the original bid by Distributech will be altered. We would also encourage a site visit by the review panel, which we would be pleased to arrange at your convenience. We are also prepared to provide any further documentary evidence (e.g., letter of intent to acquire property, etc) that the review panel and its legal counsel requests, and we are aggressively conducting further due diligence to confirm that no problems exist.

Modification: Accept a new building site for the proposed Distributech warehouse.

During the past two months, Distributech has learned that getting the necessary permits for its Concord building site would be a fairly lengthy process, but we were able to still fit this within our proposal schedule. We also were able to adapt to future road building plans by the City of Concord through site plan revisions. However, we have very recently learned that we are simply unable to obtain a reasonable solution with respect to a utility right of way that crosses the Integra Drive site. The location of this easement, together with the location of the proposed City of Concord public road, made it essentially impossible to locate our proposed building on the site. While we may have developed alternatives for moving the utility easement and/or roadway that would have ultimately been acceptable to the utility and the City of Concord: (i) none of these outcomes was assured; (ii) Distributech could not control the ultimate timing of such a resolution; and (iii) Distributech would have continued to sink costs into a site that may simply not have worked in the end.

Upon realizing that the Integra Drive site may simply become impracticable, we were fortunate to identify and very recently secure a superior building site at 10 Eastpoint Drive, Hooksett, NH

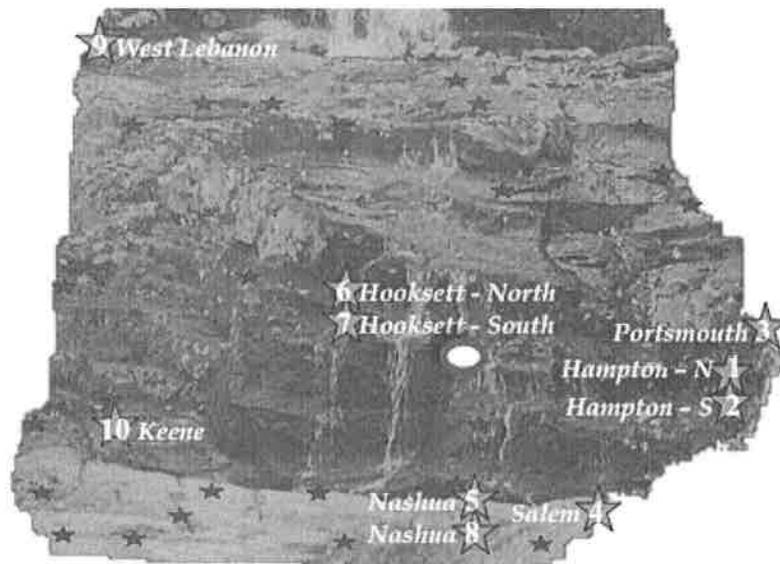
Hooksett Building Site
10 Eastpoint Drive, Hooksett, NH
Permitted for 340,000 SF Warehouse on 88 acres



The building site is also more ideally located near the major NH north-south and east-west highways (See figure below.)

For in-bound shipments, changing to the new site will annually save over 4,000 trucks arriving from and returning to out-of-state suppliers approximately 35 miles in fuel, drive time and tolls when compared to the Integra Drive location.

For out-bound shipments, we are actually in a superior location at the very center of NH's sales activity. The figure below shows the Top 10 State Stores and our Hooksett site optimally located to minimize inventory and trucking costs for these 10 stores that account for 35% of all NH sales.





Address **Eastpoint Dr**
Hooksett, NH 03106

Get Google Maps on your phone
Text the word "GMAPS" to 466453



NOTICE OF INTENT TO OFFER PRIVATE WAREHOUSE FULFILLMENT SERVICES

Re: **RSA 178:11 Liquor/Wine/Beverage Warehouse License – Secondary W&S warehouse fulfillment services**

CONTROLLED TEMPERATURE (AC) W&S WAREHOUSING AND DISTRIBUTION

State Licensed Secondary Warehousing and *All Inclusive* Surface Transportation Services: *Preliminary Proposal*

(Different W&S Dedicated Warehouse Plan: Different Warehouse Location: Different Pricing Model than the 2011 work in progress plan)

Dear Sirs: This attempts to re-craft support from your undersign's 2011 effort to introduce secondary W&S warehouse fulfillment, however, predicated (today) on a.) the now compelling set of facts derived from the escalating set of circumstances befalling the NH W&S industry surrounding, of course, the 2012 RFPs, and b.) specifically forming around the affirmed private sector opinion of the counter market demand for dedicated/secondary W&S warehousing. Bottom line, both the interim Law rates and the wisdom of the 2011 and 2012 RFPs can no longer be seen in any other light to a supplier or such than to revisit the secondary warehouse option, including the *just in time* delivery of product to the Law or other State contractor warehouse into the future, at one *all inclusive* price per case.

As previously indicated, the St. Johnsbury Trucking Group ("St. J"), taken together with our 3PL and real estate development affiliates and partnerships, presently operate dedicated warehouses in New Hampshire and Vermont, including controlled temp grocery warehousing and distribution facilities. Where timing, if not speculation as to where and when the chips would fall in the somewhat pointless 2011 RFP process rendered our original proposal essentially junior to what might have come to be then, the property offered to you as of 2011 has been converted to other than a W&S warehouse undertaking, and admittedly, our numbers did not convincingly win the day while the jury was still out for 2011. There are two instant reasons for my resurfacing here and now: supported by verifiable margins that cannot be met by the current State contract provider in facility quality, or on an economy of scale, emphasis added. Specifically, we have the ideal property from which to reframe a price driven plan. The new facility locale (situate 18 miles from Concord) forms around a new pricing model that runs closely parallel with about the fifty percent (50%) of the current level of Law rates, kindly see Appendix A attached, the 30 day contract approach to pricing (cancellable on a 30 day notice).

W. Franklin, NH

Falling squarely on new interest within the NH W&S community opinion in private W&S warehouse fulfillment services, our real estate arm holds a P&S agreement on a 100,000 sf controlled temp/grocery grade warehouse/DC in W. Franklin, NH. The plan, again, rests on making application for a W&S warehouse license pursuant to RSA 178:11.

While Appendix A closely resembles the Law rate model based on month to month services, save for the price points themselves, the point is now made that the floor plan lends to sub dividable private units of 10,000 to 40,000 sf which support an entirely new category of *all inclusive* warehouse fulfillment service and pricing. For example, we could perform an *all-inclusive* fulfillment service with our personnel and equipment; your company could still be afforded a private/dedicated warehouse unit within the warehouse; and we would perform the service, including the end transport to Nashua or Concord as if predicated upon a conventional leasehold fee construct, or a rate psf. Preliminarily, the complete *all in* warehouse fulfillment/transport rate fashioned after a leasehold construct(s) is:

<u>COMPLETE FULFILLMENT & ALL IN TRANSPORTATION RATES</u>	<u>TRADITIONAL LEASEHOLD WAREHOUSE RATES (CAM & TAXES INCLUDED)</u>
a. 10,000 sf w/ 3 tier "rack" rates @ \$6.00 psf/gross	\$3.50 psf
b. 20,000 sf w/ 3 tier "rack" rates @ \$5.60 psf/gross	\$3.30 psf
c. 30,000 sf w/ 3 tier "rack" rates @ \$5.20 psf/gross	\$3.10 psf
d. 40,000 sf w/ 3 tier "rack" rates @ \$4.80 psf/gross	\$2.90 psf

Acting on whichever prong of warehouse fee construct may be the better match for you or your one or more primary suppliers, this business plan is supported by fact rather than supposition. The fact being that the traditional stock piling of product at Law before the actual *entry* process time for the sale to the State and transfer to the State inventory system has run its course in terms of the underlying math. You rode out the 2011 process for no good reason in the form of price relief, and the present day (2012) RFP mandating a 2014 opening date is not only an unrealistic opening date, the whole process guarantees a rate increase at best, one that will find the current 2012 Law rates to be a "deal".

In sum, it is also fact that whomever the new NHSLC warehouse contract holder may be into the future, a.) the capital cost of a new facility, even with Robotecs, is three plus years out there based on the State's erred opinion of new construction time lines, and then at the inevitable greater cost per case, b.) that the *all-inclusive* price solution as presented hereunder sheds new light on traditional W&S means and ways in NH: your future State contract provider will never be able to replicate an *all-inclusive* price [one price per case] for the complete warehouse fulfillment; inclusive of the just in time delivery to the present day and/or future state contract warehouse and/or delivery to distributors either situate beyond NH or authorized to receive W&S shipments under operation of New Hampshire law, and c.) a "wait and see" strategy likened after the 2011 RFP "wait and see" process will only widen the already escalating pre-delivery storage cost gap by contrast to the private/dedicated warehouse option.

Thank you for this, and all past and present courtesies.

Nick Castel
 For
 St. Johnsbury Trucking Group/Laconia & Brattleboro Terminals
 207-754-1047
 603-496-5594

Appendix A
Schedule of *Month to Month*

Controlled Temperature Warehouse Fulfillment & Transportation Service(s) Class Rate Charges
(Rates are not applicable except by future State of NH licensing pursuant to RSA 178:11)

CATEGORIES OF FULFILLMENT SERVICES:

I. Inbound “INTAKE” charges:

Charged to Supplier or End Licensee.

Covers the ordinary labor and duties incidental to the unitized (slip sheet, pallet or clamp) unloading of cases, verifying quantities against a proper packing slip and carrier bill of lading; placing into storage, administrative receiving/processing, case or unitized picking, and the unitized loading of outbound orders. Intake charge covers all handling fee assessments, and is charged upon receipt of goods and calculated on a per case basis.

Below rates have application to 30, 60 or 90 day stays only.

Cases handled 1-30 days stay	\$0.19 per case per month
Cases handled 31-60 days stay	\$0.15 per case per month; \$0.34 for a 2 month stay
Cases handled 61-90 days stay	\$0.11 per case per month; \$0.45 for a 3 month stay
Cases handled 91+ days stay	No compounding fee charge; \$0.45 for a 4 month plus stay

All inbound “intake” charges for product being warehoused for 91 days or more is frozen at \$0.45 per case.

II. All in transportation charges to/from Concord and/or Nashua:

Charged to Supplier or End Licensee.

Below rates have application to 30, 60 or 90 day stays only.

Cases handled 1-30 days stay	\$0.40 per case per month
Cases handled 31-60 days stay	\$0.35 per case per month; \$0.75 for a 2 month stay
Cases handled 61-90 days stay	\$0.30 per case per month; \$1.05 for a 3 month stay
Cases handled 91+ days stay	No compounding fee charge; \$1.05 for a 4 month plus stay

Transportation charges to Concord or Nashua for product being warehoused for 91 days or more is frozen at \$1.05 per case.

III. Storage “warehousing” charges:

Charged to Supplier or End Licensee.

Storage is calculated on an anniversary basis and initially charged upon receipt. For each 30 calendar day from date of receipt, the number of cases in storage are charged according to the table below on a per case receipt basis.

First	30 days	\$0.49 per case per month
Second	30 days	\$0.45 per case per month; \$0.94 for a 2 month stay
Third	30 days	\$0.41 per case per month; \$1.35 for a 3 month stay
Fourth	30 days	\$0.37 per case per month; \$1.72 for a 4 month stay
Fifth	30 days	\$0.35 per case per month; \$2.07 for a 5 month stay
Sixth	30 days	\$0.30 per case per month; \$2.37 for a 6 month stay
Seventh	30 days	\$0.30 per case per month; \$2.67 for a 7 month stay
Eighth	30 days	\$0.30 per case per month; \$2.97 for a 8 month stay

Ninth	30 days	\$0.30 per case per month; \$3.27 for a 9 month stay
Tenth	30 days	\$0.25 per case per month; \$3.52 for a 10 month stay
Eleventh	30 days	\$0.25 per case per month; \$3.77 for a 11 month stay
Twelfth	30 days	\$0.25 per case per month; \$4.02 for a 12 month stay

- a. Effective as of day 91 (3 month stays and over) rates include all of the above services (all “in” and “out” handling, and all other accessorial or processing fees), including the imminent delivery of product to Nashua and/or Concord, vis: your rate is merged into the Section III *Storage “Warehousing” Charges* only: your *all in* delivered price for 4 months is \$1.48 per case; your *all in* delivered price per case for 6 months is \$2.55, etc.
- b. Rates include *controlled temperature warehousing* and *all in* surface transportation services to Nashua or Concord.
- c. Effective as of day 91 (3 month stays and over) rates are *all inclusive*: you pay the applicable fee storage “warehousing” charges rate only: under which supplier or licensee client is entitled to all of the foregoing fulfillment and accessorial services, save for inventory and audit services at mutually agreeable rates.
- d. Rates include and entitle client’s private licensee end customers to a like co-pack/bottle pick in transit service once shipped from Concord and/or State contractor warehouse (for \$0.35 per bottle), subject to warehouse provider’s licensed motor carrier arm performing (originating) the end licensee shipment from the State sanctioned warehouse (Nashua) or Concord warehouse.
- e. Rates include and entitle broker/supplier’s private licensee end customer to a \$1.00 per case *all in* (State wide) delivery service charge, **subject to a 20 case minimum delivery charge** (including *controlled temp* and *inside delivery* service). Transport services are subject to State W&S transport licensing, rates do not include services to NHSLC liquor stores; transportation rates only have application to on-premise licensees, and only then applying to product having been prior shipped through the NHSLC warehouse or contract warehouseman system.
- f. Rates are not subject to further *fsc* charge or assessment, save for fuel purchases in excess of \$5.00 per gallon; and only then based on coming to a mutual agreement and accord between Company’s MC provider arm and the Broker or supplier, or end licensee client.

Outbound storage processing/fulfillment:

Charged to Supplier or End Licensee.

Consists of creating a packing slip, permanent adhesive labels for applicable licensee shipment, electronic shipping orders provided daily to suppliers summarizing the quantities of each product shipped. **Rates have application to 30, 60 or 90 day stays only.**

Sub-pack “less than full case picking” charge	\$0.25 per sub-pack unit
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No charge effective day 91 forward (stays of 91 days or more).

Advertising material.

Charged to Supplier.

Handling	\$0.40 per small carton
	\$0.90 per large carton
Storage	\$0.40 per small carton per month
	\$0.90 per large carton per month
Shipping	\$25.00 per outbound delivery shipment

No charge effective day 91 forward (stays of 91 days or more).

Physical inventory.

Charged to Supplier or End Licensee.

\$0.075 per case
\$0.075 per bottle

Labeling:

Charged to Supplier or End Licensee.

Labor and materials used to apply supplier or licensee requested code labels to *uncoded* cases. **Rates have application to 30, 60 or 90 day stays only (charges are waived for 91 day or more stays).**

<56 cases per order	\$0.40 per case
56-99 cases per order	\$0.30 per case
100-299 cases per order	\$0.20 per case
300+ cases per order	\$0.10 per case
Minimum per order	No other minimum

Relabeling.

Charged to Supplier or End Licensee.

Labor and materials used to apply supplier or licensee requested code labels to *coded* cases. **Rates have application to 30, 60 or 90 day stays only.**

\$0.40 per case	\$8.50 minimum charge
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No charge effective day 91 forward (stays of 91 days or more).

Duplicate Labels:

Charged to Supplier or End Licensee.

Labor and materials used to create labels that were not needed. **Rates have application to 30, 60 or 90 day stays only.**

\$0.35 per label	No minimum charge
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No charge for 91 day stays and over.

Pallet charge:

Charged to Supplier or End Licensee.

Rates only have application for the first 30, 60 or 90 day stays.

\$6.00 per pallet	no minimum charge
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No charge effective day 91 forward (stays of 91 days or more).