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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

37

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General
The Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

January 7, 2015

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

REQUESTED ACTION

Pursuant to RSA 4:29, authorize the Adjutant Generals Department, to purchase of 19.66 acres of land located in Hooksett, New Hampshire from Hecht Hooksett, LLC in the amount of \$731,864.00 for the purpose of constructing a Field Maintenance Shop (FMS) for the New Hampshire Army National Guard, effective upon Governor and Council approval. 100% General Funds – Capital

The net amount of this transaction shall be encumbered and payable to an escrow account as noted in Exhibit B.

Funds for this purchase are available in the following appropriation:

0030-ADJ-1230-ADG1200-08710000 Adjutant General, Land Acquisition

030-012-1200-08710000-034-5000156 Land Acquisition \$731,864.00

TOTAL \$731,864.00

EXPLANATION

This land acquisition is for the purpose of constructing a 28,000-square foot Field Maintenance Shop (FMS) for the New Hampshire Army National Guard (NHARNG). The anticipated construction cost is estimated at \$10,000,000.00 which will be 100% Federally reimbursed to the State of New Hampshire. New construction for a larger, more modern FMS is part of a plan to regionally combine older and more obsolete facilities statewide. This project supports the maintenance and repair of combat and tactical vehicles for the NHARNG and will combine two (2) FMS facilities presently located in Manchester and Hillsborough where there are both site and building limitations.

Respectfully submitted,

William N. Reddel, III
Major General, NH National Guard
The Adjutant General

This request has been reviewed and approved by the New Hampshire Department of Justice as to form, substance and execution.

Approved:

Assistant Attorney General

1/8/15
Date

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Land Purchase

Contract Price

The Adjutant General's Department will pay a maximum total of \$731,864.00 for this purchase and the amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Payment Terms

The following amount shall be paid to Ransmeier & Spellman, P.C. on or before closing date and disbursed as follows by Ransmeier & Spellman, P.C.:

Hecht Hooksett, LLC – Sale price of land	\$ 750,000.00
Less Escrow Deposit paid 1/7/15	- 20,000.00
Title Insurance Premium	1,500.00
Deed Recording Fee	24.00
Wiring Fee to Escrow/Trust Account	40.00
Miscellaneous Administrative Costs	<u>300.00</u>
	\$ 731,864.00

A closing meeting will be held at a time mutually agreeable between all parties at The Offices of Ransmeier & Spellman, P.C., Concord, New Hampshire where the transaction will be completed.

Method of Payment

Payment shall be made in the form of wire transfer (ACH) to the following account:

Bank Name: Merrimack County Savings Bank
Address: 87 Main Street
Concord, NH 03301
Telephone: 603-225-2793

Account Name: Ransmeier & Spellman, P.C. Account (vendor code #157133)
Account #: XXXXXXXXXX
ABA Bank Routing#: XXXXXXXXXX

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 31ST day of DECEMBER, 2014 between

HECHT HOOKSETT, LLC ("SELLER") of 122 Main St., 2nd Floor
City/Town Gloucester State MA Zip 01930
and State of New Hampshire Adjutant General's Department
("BUYER") of 4 Pembroke Road
City/Town Concord State NH Zip 03301-5652

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Hooksett located at 1227 Hooksett Rd. (19.66± ac. undeveloped land)

County Merrimack Book 3368 Page 1717 Date 2/7/2013 ("PROPERTY").

3. The SELLING PRICE is Seven Hundred Fifty Thousand and no/xx Dollars \$750,000.00
A DEPOSIT in the form of corporate check is to be held in an escrow account by Ransmeier & Spellman P.C. ("ESCROW AGENT"), BUYER has delivered, or X will deliver to the ESCROW AGENT's FIRM within 10 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 20,000.00
BUYER agrees that an additional deposit of earnest money in the amount of \$ N/A 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 \$ 730,000.00

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 February 16, 2015 at Ransmeier & Spellman P.C. One Capitol St., Concord, NH 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: N/A

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 48 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:

The Norwood Group 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, 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 \$ N/A

SELLER(S) INITIALS (KWH)

BUYER(S) INITIALS (J)

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PAGE 1 OF 5

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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. **TAXES,** condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Fuel remaining in tank(s) shall be paid by Buyer at cash price as of date of closing from company that last delivered the fuel.

11. **PROPERTY INCLUDED:** All Fixtures

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 GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

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		X	within _____ days	f. Lead Paint		X	within _____ days
b. Sewage Disposal		X	within _____ days	g. Pests		X	within _____ days
c. Water Quality		X	within _____ days	h. Hazardous Waste		X	within _____ days
d. Radon Air Quality		X	within _____ days	i. _____			within _____ days
e. Radon Water Quality		X	within _____ days	j. _____			within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. 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 that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. TIME IS OF THE ESSENCE. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER, then:

(a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or

(b) if SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all

SELLER(S) INITIALS

Kwit

BUYER(S) INITIALS

[Handwritten initials]

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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"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 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	TERM/YEARS	RATE	MORTGAGE TYPE
--------	------------	------	---------------

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.

SELLER(S) INITIALS

KWH

BUYER(S) INITIALS

[Handwritten initials]

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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 _____ 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 _____ ("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.

SELLER(S) INITIALS

Kurt

BUYER(S) INITIALS

[Signature]

PURCHASE AND SALES AGREEMENT
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19. ADDITIONAL PROVISIONS: Please see Addenda on following page.

20. ADDENDA ATTACHED: X Yes No _____

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	<i>Credit Union</i>	DATE/TIME	<i>12/30/14</i>	BUYER	<i>12:50 pm</i>	DATE/TIME	<i>1</i>
MAILING ADDRESS	<i>Adjutant General's Dept. 4 Pembroke Rd Concord NH 03301</i>			MAILING ADDRESS			
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	<i>HECAT HOOKSETT, LLC KENNETH W. HECAT, MANAGER</i>	DATE/TIME	<i>12/31/14</i>	SELLER	<i>10:36 AM</i>	DATE/TIME	<i>1</i>
MAILING ADDRESS	<i>122 MAIN STREET, SECOND FLOOR GLOUCESTER, MA 01930</i>			MAILING ADDRESS			
CITY	STATE	ZIP		CITY	STATE	ZIP	

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



Addendum to the Purchase and Sales Agreement dated _____ between
 HNNP Realty, LLC _____ ("SELLER"), and
 State of New Hampshire Adjutant General's Department _____ ("BUYER"), for
 the property located at: 1227 Hooksett Road, Hooksett, NH

hereby agree to the following:
 Buyer's performance under this Agreement shall be contingent upon receiving approval from the NH Governor and Executive Council ("G&C") on or before February 4, 2015, which based on knowledge and belief shall be the date of the first meeting of G&C in February, 2015. In the event such approval is not obtained on or before such date (or the actual date of the first such G&C meeting in February, 2015), the parties may agree in writing to extend this Agreement for a suitable period to allow for approval to be obtained, failing which either party may rescind this Agreement with written notice to the other, with the full Deposit being returned to Buyer, and all parties being released from further obligation hereunder.

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.

<i>Cady M. Rosman</i>	12/30/14	12:50pm		/
BUYER	DATE / TIME	BUYER		DATE / TIME
Adjutant General's Dept				
		10:36 AM		
HECHT HOOKSETT, LLC.	12/31/14			/
SELLER	DATE / TIME	SELLER		DATE / TIME
<i>K.W. [Signature]</i>				

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Hecht Hooksett, LLC is a New Hampshire limited liability company formed on January 29, 2013. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of January, A.D. 2015

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

William M. Gardner
Secretary of State

HECHT HOOKSETT, LLC

(A New Hampshire Limited Liability Company)

**ACTIONS TAKEN BY UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS**

The undersigned, being all of the Members of the above-named limited liability company (the "Company"), hereby consent to the taking of and hereby take the following actions:

VOTED: That the Company be, and it hereby is, authorized and empowered to sell real estate situated at 1227 Hooksett Road, Hooksett, County of Merrimack, and State of New Hampshire, for the sale price of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) to State of New Hampshire Adjutant General's Department.

VOTED: That Kenneth Hecht, a Manager of the Company, be, and hereby is, authorized and empowered to execute and deliver on the Company's behalf any and all documents and take such further actions as may reasonably be deemed necessary to give effect to the foregoing resolutions, including, without limitation, Purchase and Sales Agreement, Affidavits, Deed, Closing Statements, DRA forms and Disclosure Statements, and the like, all in the form approved by such persons, such approval to be conclusively evidenced by the execution and delivery thereof.

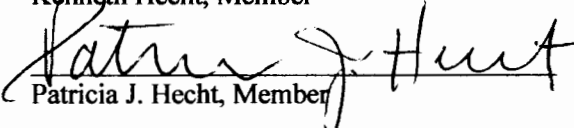
VOTED: That all actions agreements and certificates taken by the Manager of the Company in connection with the foregoing are hereby ratified and confirmed.

No further actions taken are taken by this Consent.

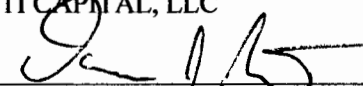
DATED: January 8TH, 2015



Kenneth Hecht, Member



Patricia J. Hecht, Member

TI CAPITAL, LLC


By: Dana J. Ritchie, Manager

Being all of the Members of the Company

ALTA COMMITMENT FORM

C A T I C[®]

ALTA COMMITMENT FOR TITLE INSURANCE (6-17-06)

PC NHAG HECHT 12005 2

CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the Proposed Insured has or acquired knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the Proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. When the policy issued is on a form having a revision date of 6-17-06 or later, all arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org>.

ALTA COMMITMENT FORM

C A T I C[®]

SCHEDULE A

PC NHAG HECHT 12005 2

Agent Name:
Ransmeier & Spellman P.C.

Agent No.

1. Effective Date: January 2, 2015 at 08:00 AM
2. Policy or Policies to be issued: (Most current ALTA form policy (standard coverage) will be issued unless otherwise specified below.)
 - (a) Owner Policy Other type of policy: (ALTA Own. Policy (10/17/92))
 Proposed Policy Amount: \$ 750,000.00
 Proposed Insured:
 State of New Hampshire Office of the Adjutant General
 - (b) Loan Policy Other type of policy: (ALTA Loan Policy (10/17/92))
 Proposed Policy Amount:
 Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple unless the box is checked below:

Leasehold Estate
4. Title to the estate or interest in the land is at the Effective Date vested in:
Hecht Hooksett, LLC
5. The land referred to in this Commitment is described as follows:
 1227 Hooksett Road
 Hooksett, New Hampshire 03106
 A copy of the description of said land is attached hereto.

Countersigned and validated:

By Paul H. MacDonald
Signature of Issuing Attorney

Paul H. MacDonald
Please Print or Type Name of Issuing Attorney

Schedule B - Sections I and II must be attached

ALTA COMMITMENT FORM

C A T I C[®]

ALTA TITLE INSURANCE COMMITMENT

AGREEMENT TO ISSUE POLICY

SCHEDULE B - SECTION I - REQUIREMENTS

PC NHAG HECHT 12005 2

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Duly authorized and executed discharge and release of mortgage by Three C Realty, LLC or its assignee of the mortgage from Hecht Hooksett, LLC in the original principal amount of \$50,000.00 dated July 28, 2014 and recorded on July 31, 2014 in the Merrimack County Registry of Deeds at Book 3449, Page 2039, to be provided and recorded.
- f. Corrective Warranty Deed from Shane D. Brady to Shane D. Brady Limited correcting the deed at Book 2279, Page 1911 correcting the error by which the grantor executed the deed in his capacity as President of Lenzeheiden Corporation and not in his individual capacity to be recorded in the Merrimack County Registry of Deeds.
- g. Certificate of Good Standing from the New Hampshire Office of the Secretary of State to be provided by seller for Hecht Hooksett, LLC.
- h. Manager Certificate of Hecht Hooksett, LLC authorizing (a) the conveyance to State of New Hampshire Office of Adjutant General by Hecht Hooksett, LLC and (b) verification of authority by individual(s) signing deed on behalf of Hecht Hooksett, LLC to be provided by seller.
- i. Warranty Deed from Hecht Hooksett, LLC to State of New Hampshire Office of the Adjutant General to be recorded in the Merrimack County Registry of Deeds.

ALTA COMMITMENT FORM

C A T I C[®]

SCHEDULE B - SECTION II - EXCEPTIONS FROM COVERAGE

PC NHAG HECHT 12005 2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company.

1. Rights or claims of persons in possession, other than the insured, which are not shown by the public records.
2. Any easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, title to filled lands (if any) and all other facts which an accurate survey and inspection of the land would disclose and which are not shown by the public records. When the policy issued is on a form having a revision date of 6-17-06, this exception also refers to all those matters described in Covered Risk 2(c)
3. Unrecorded mechanics' liens.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the commitment and until the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this commitment.

Special Exceptions:

1. Real estate taxes, municipal assessments and private association assessments, if any including liens and assessments, not yet due and payable.
2. If the insured premises is a condominium unit: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of New Hampshire or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
3. Title to and rights of the public and other entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets and ways.
4. Commissioners Return of Highway Layout dated March 11, 1968 and recorded with the Merrimack County Registry of Deeds at Book 1048, Page 127.
5. Notice of Condemnation by the State of New Hampshire as to land of predecessor in title John Luckers dated January 20, 1975 and recorded with the Merrimack County Registry of Deeds at Book 1233, Page 484, including all easements for access, air, view, and light and slope and embankment easements to the extent those set forth in the Notice affect the Premises. Further affected by amendments to the Notice of Condemnation recorded at Book 1242, Page 157 and at Book 1268, Page 761 of said Registry.
6. Commissioners Return of Highway Layout dated June 17, 1976 and recorded with the Merrimack County Registry of Deeds at Book 1274, Page 986.
7. Matters set forth on a certain plan entitled "Boundary Plan of Land Maurice K. Levy, Hooksett, NH dated

SCHEDULE B - SECTION II - EXCEPTIONS FROM COVERAGE

(Continued)

PC NHAG HECHT 12005 2

December 21, 1983 and recorded with the Merrimack County Registry of Deeds as Plan # 10459.

8. Matters set forth on a certain plan entitled "Subdivision Plat prepared for Taube Realty Corp" dated August 3, 1995 and recorded with the Merrimack County Registry of Deeds as Plan # 13472.
9. Restriction as to use of the Premises set forth in Quitclaim Deed of HNHP Realty, LLC to Hecht Hooksett, LLC dated February 7, 2013 and recorded with the Merrimack County Registry of Deeds at Book 3368, Page 1717.
10. Mortgage from Hecht Hooksett, LLC to Three C Realty, LLC in the original principal amount \$50,000.00 dated July 28, 2014 and recorded with the Merrimack County Registry of Deeds at Book 3449, Page 2039.

NOTE: The mortgage set forth above is to be paid off at closing. At such time as a proper discharge of the mortgage is recorded with the Merrimack County Registry of Deeds, this mortgage will no longer encumber the premises.

ALTA COMMITMENT FORM

C A T I C[®]

SCHEDULE C

PC NHAG HECHT 12005 2

A certain tract or parcel of land, situated in the Town of Hooksett, County of Merrimack and State of New Hampshire, more particularly bounded as described as follows:

Beginning at a bound on the easterly side of Daniel Webster Highway, also known as U.S. Route 3 in Hooksett, said bound being the northwesterly corner of the within described premises;

Thence N 63° 18' 55" E a distance of 176 feet to a corner;
Thence N 14° 21' 52" W a distance of 80 feet to a corner;
Thence N 67° 05' 31" E a distance of 138.82 feet to a drill hole;
Thence N 56° 57' 37" E a distance of 14.31 feet to a drill hole;
Thence N 65° 44' 24" E a distance of 337.71 feet to a corner;
Thence S 18° 17' 34" E a distance of 129.82 feet to a hub;
Thence S 15° 46' 27" E a distance of 26.69 feet to a hub;
Thence S 23° 09' 47" E a distance of 39.27 feet to a drill hole;
Thence S 18° 36' 53" E a distance of 177.54 feet to a pin;
Thence S 18° 12' 50" E a distance of 103.23 feet to a drill hole;
Thence S 16° 54' 52" E a distance of 113.91 feet to a bound;
Thence S 19° 29' 49" E a distance of 310.25 feet to an iron pin;
Thence S 19° 31' 28" E a distance of 95.06 feet to a drill hole;
Thence S 20° 16' 15" E a distance of 118.33 feet to a drill hole;
Thence S 18° 53' 53" E a distance of 189.63 feet to a concrete bound;
Thence S 19° 01' 25" E a distance of 261.26 feet to a concrete bound;
Thence southerly and westerly in an arc having a radius of 300 feet a distance of 100 feet to an iron pin;
Thence S 51° 08' 07" W a distance of 201.37 feet to a point;
Thence southerly and easterly in an arc having a radius of 200 feet a distance of 135.29 feet to a corner;
Thence N 37° 12' 42" W a distance of 186.11 feet to a bound;
Thence N 25° 01' 53" W a distance of 254.02 feet to a bound;
Thence N 41° 38' 57" W a distance of 346.04 feet to a bound;
Thence N 29° 21' 35" W a distance of 111.07 feet to a bound;
Thence N 27° 43' 25" W a distance of 134 feet to a bound;
Thence N 22° 55' 36" W a distance of 544.93 feet to a bound;
Thence N 14° 52' 10" W a distance of 84.89 feet to the point of beginning.

Excepting and reserving therefrom, the premises previously conveyed by the Monopoly Corp. V to Taube Realty Corporation by Warranty Deed dated November 17, 1995 and recorded at the Merrimack County Registry of Deeds at Book 2005, Page 224.

Also conveying to the grantor herein, a certain access easement retained by predecessor in title The Monopoly Corp. V in their conveyance to Taube Realty Corporation dated November 17, 1995 and recorded with the Merrimack County Registry of Deeds at Book 2005, Page 224.

SCHEDULE C

(Continued)

PC NHAG HECHT 12005 2

Also conveying to the grantor herein, a certain driveway permit and any other permits affecting the Premises conveyed to predecessor in title Brady Brothers Investment Company by Maurice Levy a/k/a Maurice K. Levy which instrument is dated July 6, 1988 and recorded with the Merrimack County Registry of Deeds at Book 1731, Page 196.

12005 002/4846-9202-1537, v. 1

