



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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Beard

JEFF BRILLHART, P.E.
ACTING COMMISSIONER

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

Bureau of Right-of-Way
February 19, 2015

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to sell a 3.5 +/- acre parcel of State owned land located on the easterly side of US Route 3 in the Town of Bedford to Marc Grondahl or assigns for two hundred fifty thousand (\$250,000.00) dollars plus a one thousand one hundred (\$1,100.00) dollar Administrative Fee, effective upon Governor and Executive Council approval.

Pursuant to TRA 1000, FURTHER AUTHORIZE the Department of Transportation to compensate KW Commercial from the proceeds of the subject sale in the amount of \$15,000.00 (6%) for real estate services, effective upon Governor and Executive Council approval.

The net proceeds are \$235,000 (\$250,000 - \$15,000). It has been determined by the Division of Finance that this parcel was originally purchased with 81.3% Federal Funds and 18.7% Highway Funds.

Funding is to be credited to the Highway Fund as follows:

Table with 2 columns: Description and Amount. Rows include Administrative Fee (\$1,100.00), Sale of Parcel (\$43,945.00), and Consolidated Federal Aid (\$191,055.00).

EXPLANATION

The Department of Transportation wishes to sell a 3.5 +/- acre parcel of land located on the easterly side of US Route 3 in the Town of Bedford. Federal project number DPR-F-0047(001), State project number 11512.

This parcel is a combination of two contiguous parcels acquired in 2004 that are located on the northeasterly corner of US Route 3 and the Manchester Airport Access Road westbound on/off ramp. These parcels were acquired in connection with the construction of the Manchester Airport Access Road project.

The State of New Hampshire will reserve slope easements as shown on the highway plans. This parcel will be granted one (1) access point to US Route 3; no access will be permitted to the Manchester Airport Access Road westbound on/off ramp.

This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

Approval of the sale of this property by the Council of Resources and Development is no longer necessary per RSA 4:39-c whereas the parcel to be sold was purchased with Highway funds.

On June 26, 2012, the Long Range Capital Planning and Utilization Committee approved the Department's request to enter into a listing agreement with KW Commercial to sell the above property for \$350,000.00. This approval allowed the Department to enter into Purchase & Sale Agreements (subject to G & C approval) with prospective buyers, and allowed negotiations with prospective buyers within the Committee's current policy guidelines. Also, the Long Range Capital Planning and Utilization Committee approved at their June 26, 2012 meeting to compensate KW Commercial a 6% commission for the sale of this property.

During that period, the Department entered into a Purchase and Sale Agreement for the sale of this property inside the range of the approved value. During the due diligence period the buyer terminated the Purchase and Sale Agreement due to the topography of the site as well as the limitation of turning motions into the parcels from US Route 3.

On June 25, 2013, the Long Range Capital Planning and Utilization Committee approved the Department's request to emend the listing price from \$350,000.00 to \$299,900.00, allowing negotiations within the Committee's current policy guidelines, assess an \$1,100.00 Administrative Fee, and further extend the listing agreement with KW Commercial for a term of six (6) months and compensate KW Commercial a 6% commission for the sale of this property.

KW Commercial received interest in this parcel but received no offers during this period.

On March 4, 2014, the Long Range Capital Planning and Utilization Committee approved the Department's request to emend the listing price from \$299,900.00 to \$250,000.00, allowing negotiations within the Committee's current policy guidelines, assess an \$1,100.00 Administrative Fee, and further extend the listing agreement with KW Commercial for a term of six (6) months and compensate KW Commercial a 6% commission for the sale of this property.

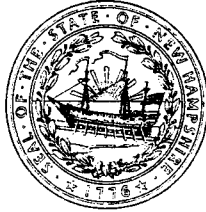
In accordance with RSA 4:39-c, the Town of Bedford has been offered this property at the approved purchase price and responded to the Department that they are not interested in purchasing the property. The New Hampshire Housing Finance Authority was also offered the property at the approved price in accordance with RSA 204-D:2 and responded to the Department that they are not interested in purchasing the property.

Authorization is respectfully requested to sell the above-described 3.5 +/- acre parcel of land to Marc Grondahl or assigns for \$250,000.00, and also to pay a commission of 6% (\$15,000.00) from the proceeds to KW Commercial. In addition, miscellaneous closing costs such as property tax pro-ration, attorney fees, and recording fees are anticipated as part of the closing. Authorization is respectfully requested to pay these fees from the proceeds of this sale; all fees paid at the closing will be documented by the Closing Statement.

Respectfully,


David J. Brillhart
Acting Commissioner

DJB/PJM/dd
Attachments



LRCP 14-002

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

March 5, 2014

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on March 4, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$299,000 to \$250,000, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with KW Commercial for a term of 6 months, to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated February 3, 2014.

This item (LRCP 12-035) was originally approved by the Long Range Capital Planning and Utilization Committee on June 26, 2012, with a subsequent change (LRCP 13-026) approved on June 25, 2013.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

JUN 27 2013

RECEIVED



LRCP 13-026

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

June 25, 2013

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 25, 2013, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$350,000 to \$299,900, allowing negotiations within the Committee's current policy guidelines, assess an \$1,100 Administrative Fee, and further extend the listing agreement with KW Commercial for a term of six (6) months, to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated June 6, 2013.

This item (LRCP 12-035) was originally approved by the Long Range Capital Planning and Utilization Committee on June 26, 2012.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

JUN 29 2012

RECEIVED



LRCP 12-035

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

June 26, 2012

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

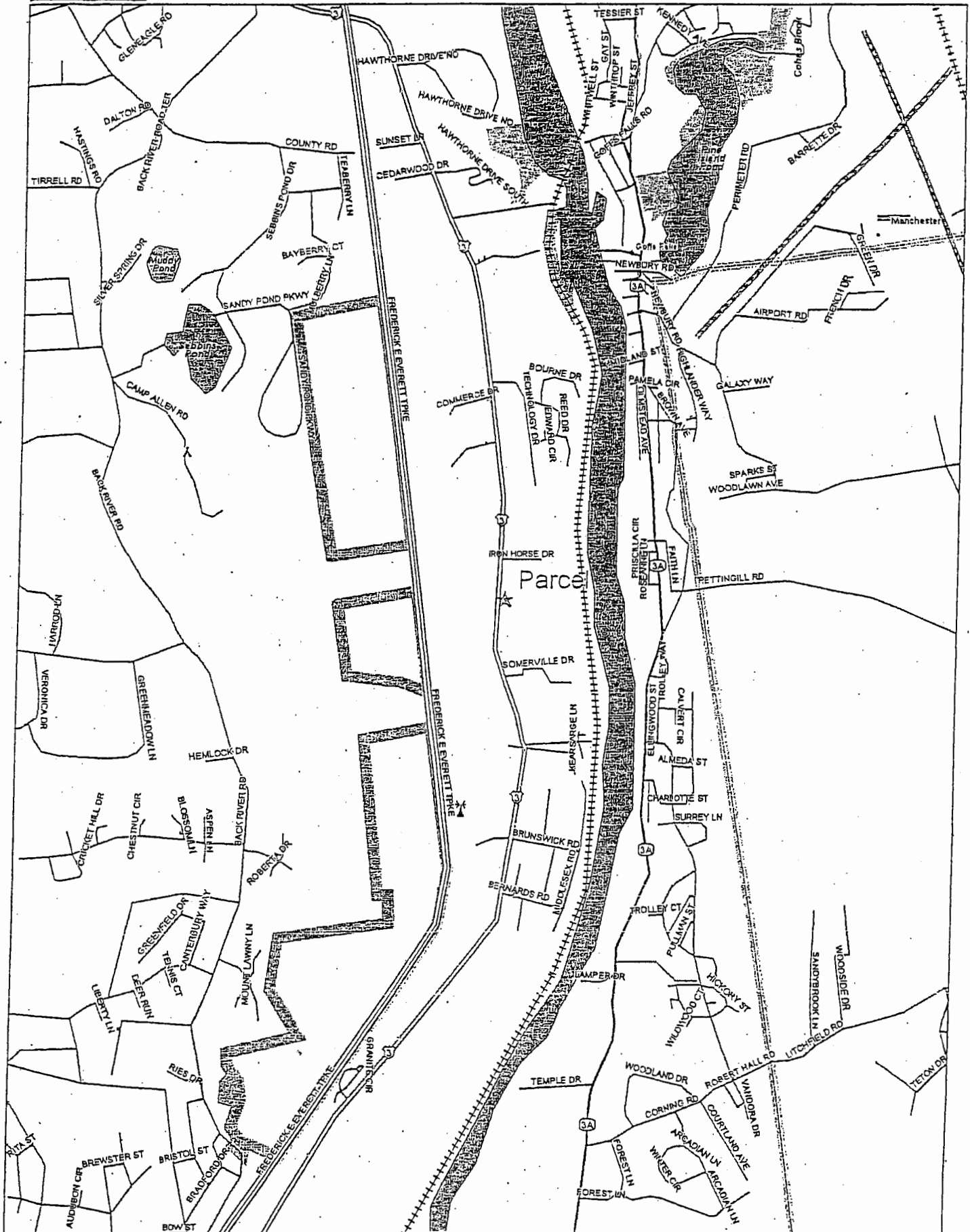
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 26, 2012, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with KW Commercial, for the sale of a 3.5 +/- acre parcel of State owned land located on the easterly side of US Route 3 in the Town of Bedford for \$350,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated June 11, 2012.

Sincerely,

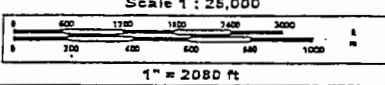
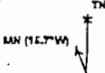
A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



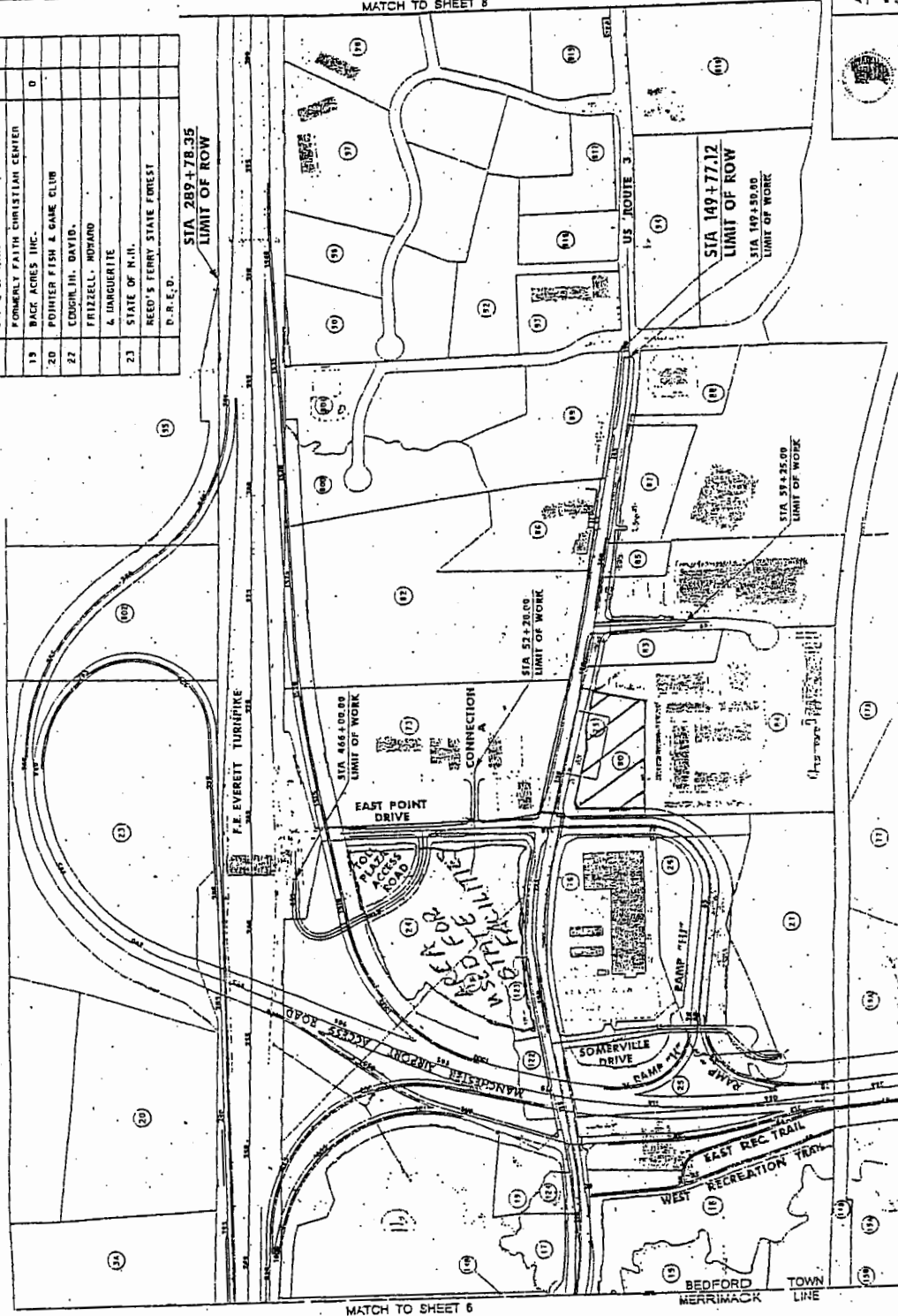
Parcel



PARCEL NUMBER	PROPERTY OWNER	CARD NO. OF ACCESS	LT.	RT.
24	STATE OF N.H.			
25	FORMERLY WINDMILL, FREDERICK H.			
26	STATE OF N.H.			
27	FORMERLY BEDFORD HILL LAID L.L.C.			
28	MERRIMACK RIVER REALTY TRUST			
29	STATE OF N.H. DOT			
30	MB MERRIMACK REALTY LLC			
31	STEELE STURDY J.			
32	STATE OF N.H.			
33	BLANCHETTE, BEAULIEU, & CLAUDETTE L.L.C.			
34	ENGELBRECHT REALTY L.L.C.			
35	TOWN OF BEDFORD			
36	TOWN OF BEDFORD			
37	STATE OF N.H.			
38	FORMERLY WASHINGTON, PAUL G.L. SR.			
39	MERRIMACK GREEN APARTMENTS, INC.			
40	STATE OF N.H.			
41	CIRCLE DRIVE ASSOCIATES L.L.C.			
42	STATE OF N.H.			
43	FORMERLY ASHBOURNE, RONALD H.			
44	CIRCLE DRIVE ASSOCIATES L.L.C.			
45	STATE OF N.H.			
46	FORMERLY JENILLE, JAMIE S.			
47	SANDHU PROPERTIES INC.			
48	HARRISSETTE, LORRAINE			
49	GOLDEN CHESTNUT L.L.C.			
50	S.R.C. L.L.C.			
51	GARGASH, LOUIS J.			
52	BEDFORD SELF STORAGE LLC			
53	CHMIT, LOUIS Y.			
54	RIVER GLEN DEVELOPMENT PARTNERS L.L.C.			
55	STATE OF N.H.			
56	REED'S FERRY STATE FOREST			
57	D.R.E.D.			
58	AFS PROPERTIES LLC			
59	RONALD R.S. PEECHE TRUST			
60	PEECHE, RONALD R. S.			
61	DELOUIS, ROBERT E.			
62	TRUSTEES			
63	FRANCES SLATTERY L.L.C.			
64	STATE OF N.H.			
65	FORMERLY SHOR TANI			
66	TEU-HING CHIEN			
67	STATE OF N.H.			
68	FORMERLY JUDITH, BURDIZHE J.			
69	STATE OF N.H.			
70	FORMERLY EARL HOGAN			
71	CIRCLE DRIVE ASSOCIATES, LLC			
72	GO HOLDINGS, LLC			
73	TOWN OF BEDFORD			
74	35-15 SOUTH RIVER ROAD LLC			
75	PELLICAN ENTERPRISES LLC			
76	DRIDE, JAMES W.			
77	TW BRIDGES ASSOCIATES LLC			

PARCEL NUMBER	PROPERTY OWNER	CARD NO. OF ACCESS	LT.	RT.
11	THE ANTP S. SANDHU			
12	REVOCABLE TRUST OF 1997			
13	THE JASPERBUR R. SANDHU			
14	REVOCABLE TRUST OF 1997			
15	STATE OF N.H.			
16	FORMERLY FAITH CHRISTIAN CENTER			
17	STATE OF N.H.			
18	FORMERLY FAITH CHRISTIAN CENTER			
19	BACK ACRES INC.			
20	POINTER FISH & GAME CLUB			
21	COOIL, J.H. DAVID.			
22	FRIZZELL, HOWARD			
23	STATE OF N.H.			
24	STATE OF N.H.			
25	REED'S FERRY STATE FOREST			
26	D.R.E.D.			

PARCEL NUMBER	PROPERTY OWNER	CARD NO. OF ACCESS	LT.	RT.
3A	STATE OF N.H., FISH AND GAME			
140	PROJECT TOMER RETAIL, LLC			
15	DUBE, RONALD B.			
15A	STATE OF N.H., FORMERLY DUBE, RONALD B.			
15B	STATE OF N.H., FORMERLY DUBE, RONALD B.			
15C	STATE OF N.H., FORMERLY BROOKVIEW BUSINESS CENTER			



REVISIONS AFTER PROPOSAL	STATION	DATE	NUMBER	DESCRIPTION

DATE	TIME	BY

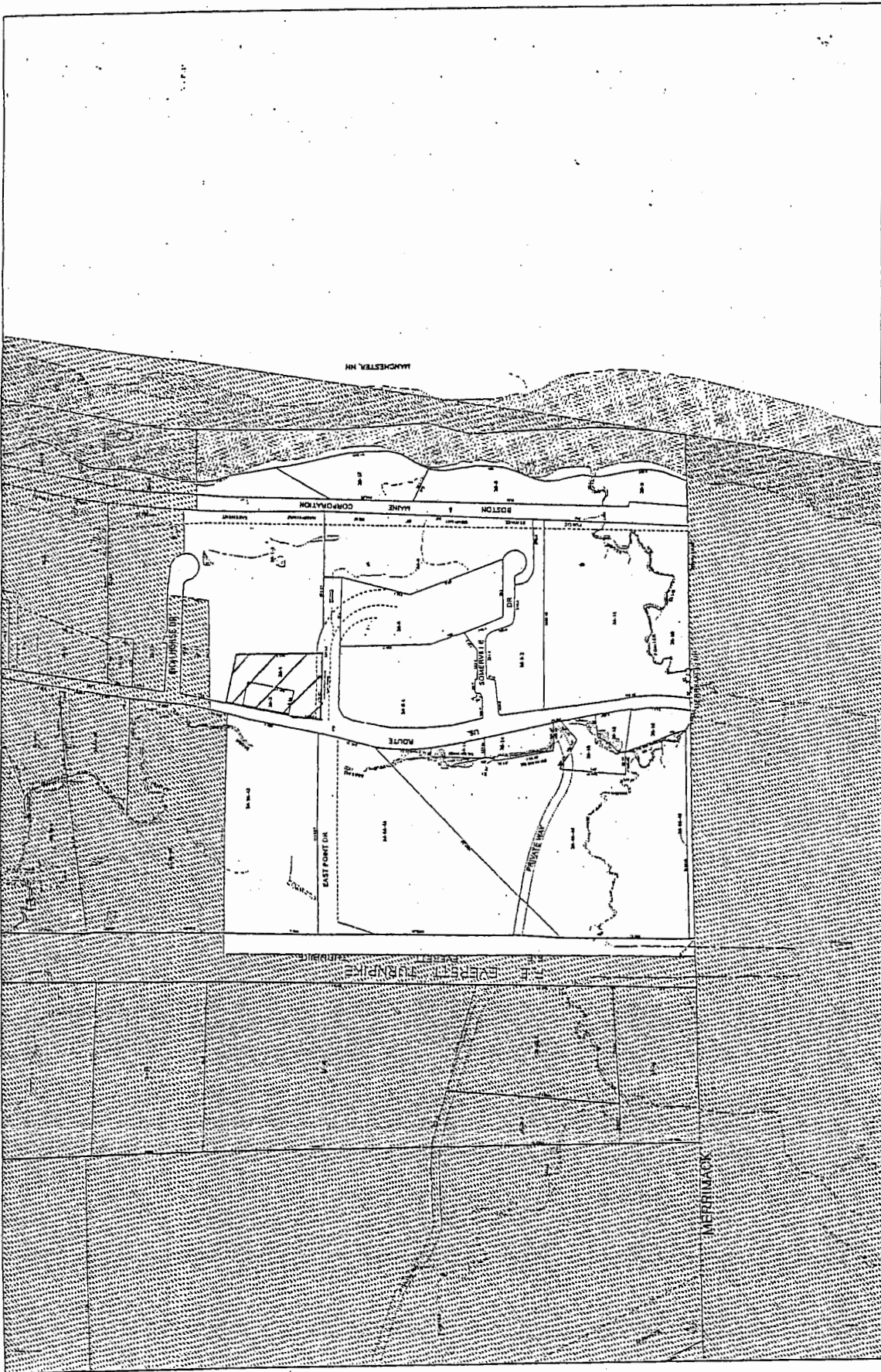
DATE	TIME	BY

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION - BUREAU OF HIGHWAYS
PROPERTY LAYOUT SH
 TOWN OF BEDFORD
 SHEET NO. 11811
 PROJECT NO. 11811
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

PLAN SHALL NOT BE CONSIDERED AS A BOUNDARY SURVEY.
 SCALE: AS SHOWN

MATCH TO SHEET 8

MATCH TO SHEET 6

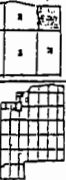


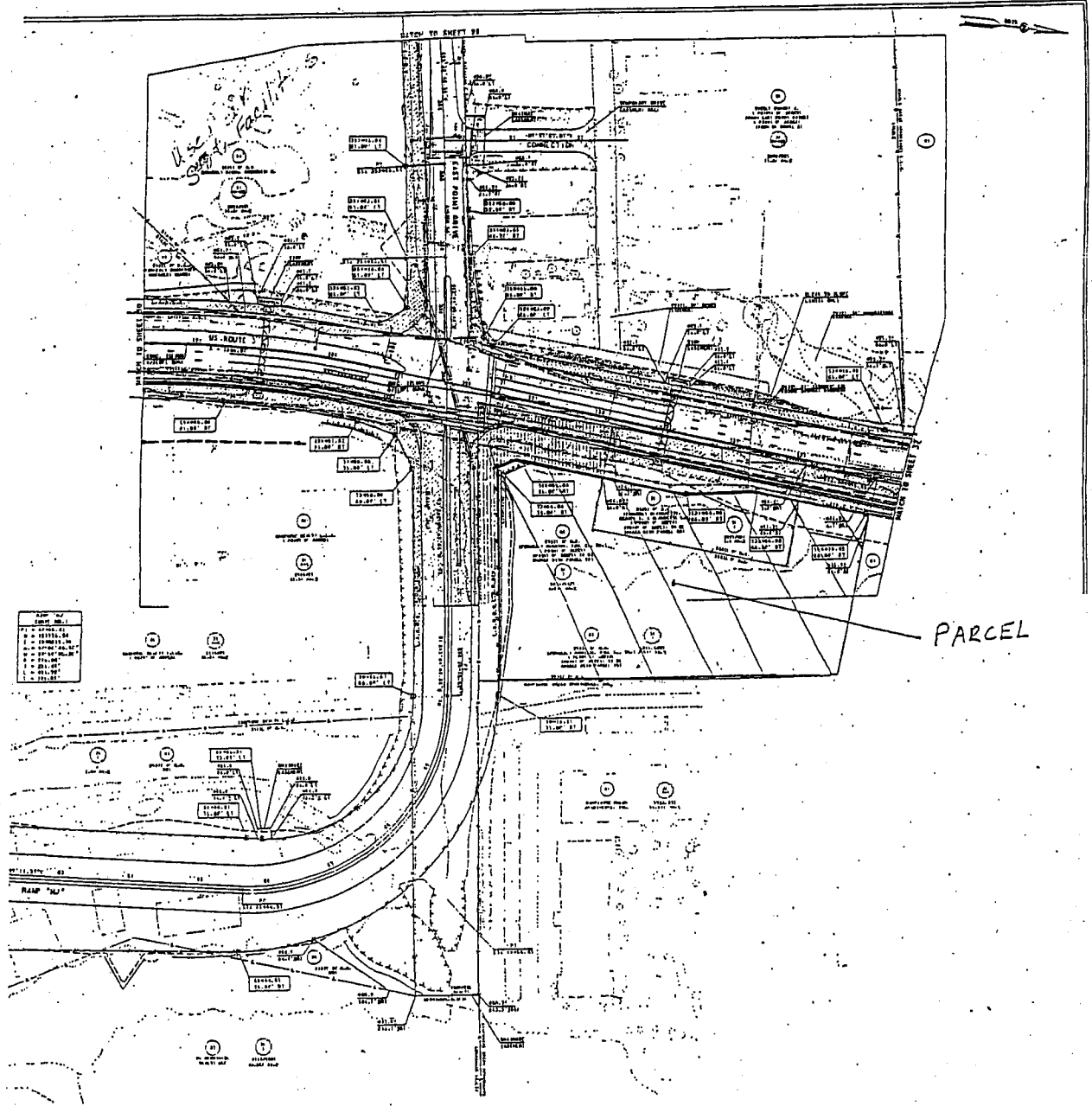
PrePAGE Inc.
 2000 North Main Street
 Bedford, NH 03110
 Phone: 603.882.3444

THIS DOCUMENT HAS BEEN PREPARED
 TO SHOW APPROXIMATE LOT LOCATIONS
 AND IS NOT TO BE USED FOR DESIGN PURPOSES.

- Lot Line
- ROW Paper Line
- ROW Dotted Line
- ROW Dashed Line
- ROW Solid Line
- ROW Line
- Town Boundary
- Open Water
- Stream
- Easement Line
- Survey Map

1 inch = 250 feet





Handwritten note:
 Use of
 State Facilities

Symbol	Description
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PARCEL

TOWN OF BEDFORD, NEW HAMPSHIRE



OFFICE OF THE TOWN MANAGER

December 23, 2014

John J. Conforti
Assistant Attorney General
Transportation & Construction Bureau
33 Capital Street
Concord, NH 03301-6397

Dear Mr. Conforti:

I am in receipt of your letter dated December 15, 2014 in regards to the sale of State owned property in Bedford, NH, specifically 431-435 South River Road.

We appreciate being given the first offer to purchase this property, but the Town of Bedford has no plans to purchase the property and must refuse the State's offer.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Daly".

Stephen J. Daly
Town Manager



New Hampshire Housing
Bringing You Home

RECEIVED
MAR 27 2014

March 26, 2014

Charles R. Schmidt, PE
Administrator
New Hampshire Department of Transportation
Bureau of Right-of-Way
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

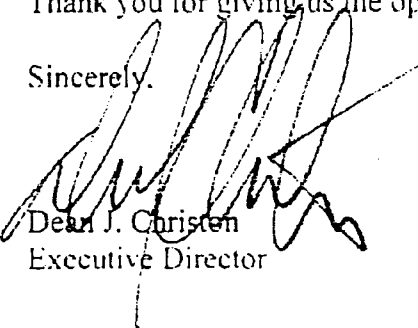
RE: Bedford Property

Dear Mr. Schmidt:

The New Hampshire Housing Finance Authority is not interested in purchasing the property in Bedford described in your letter of March 10, 2014.

Thank you for giving us the opportunity to review this parcel.

Sincerely,



Dean J. Christen
Executive Director

DJC:clp
Attachments

New Hampshire Housing Finance Authority

PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT
New Hampshire Commercial Investment Board of REALTORS® Standard Form

1. THIS AGREEMENT made this 23rd day of January 2015, between State of New Hampshire ("SELLER") of P. O. Box 483, 7 Hazen Drive, City Concord, County of Hillsborough, State NH Zip 03302 and Bluebird Self Storage, LLC, a New Hampshire limited liability company ("BUYER") of 1 Bayside Road, Suite 106, Greenland, NH 03840, County of Rockingham, State NH, Zip 03801.

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to purchase, for the purchase price and subject to every one of the terms and conditions hereafter set forth, the real property located in ~~City~~Town of Bedford, New Hampshire, known as or more particularly described as 431-435 South River Road, consisting of two lots containing a total of approximately 3.5 +/- acres inclusive of all the buildings, structures and other improvements of every kind and description now in, on, over and under the land and recorded in the Hillsborough County Registry of Deeds as Book 7377, Page 2589, and Book 7322, Page 1966 on (Date) September 22 and December 16, 2004, (collectively referred to as the "PROPERTY"). Copies of said deeds are attached hereto as Exhibits A and B and incorporated herein by reference.

3. The PURCHASE PRICE is Two Hundred Fifty Thousand and 00/100 Dollars \$250,000.00

DEPOSIT, receipt of which is hereby acknowledged in the form of check is to be held in an escrow account by KW Commercial NH:

("ESCROW AGENT"), in the sum of Fifty Thousand and 001/00 Dollars \$ 50,000.00

~~ADDITIONAL DEPOSIT will be paid on or before _____, in the sum of \$ _____ and to be held by ESCROW AGENT.~~

~~Initial Deposit and Additional~~ The Deposit shall be applied to the Purchase Price, unless otherwise described in Section 16.

Balance Due: Cash, Certified Check, Bank Draft or ~~Wire Transfer~~ payable to Seller on the date of transfer of title in the sum of neg cash \$200,000.00

Provided, nonetheless, the Balance Due shall be net (whether plus or minus) of any prorations set forth within Section 11 of this Agreement, as applicable. In addition, SELLER's share of New Hampshire real estate transfer tax may be deducted from the Balance Due at SELLER's election and if of a sufficient amount.

4. DEED: Marketable title shall be conveyed by a quitclaim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY, encumbrances noted herein, and encumbrances acceptable to BUYER.

5. TRANSFER OF TITLE: ~~On or before~~—The Closing shall take place within thirty (30) days after all Permits for the Project have been Finally Granted at the Hillsborough Registry of Deeds or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING"). The terms "Permit", "Project" and "Finally Granted" are defined on the Addendum attached hereto.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all occupants and occupant's personal property and encumbrances except as herein stated. SELLER agrees that the premises will be delivered to BUYER free of all contents & debris and in "broom clean" condition.

Exceptions and/or Additional Property included: _____

neg cash

~~Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's Broker within 24 hours prior to time of transfer of title to ensure compliance with the terms of this Agreement.~~

7. AGENCY: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the Brokers as follows: KW Commercial NH, Ronald Fredette is a seller agent ~~buyer agent~~ ~~facilitator agent~~ ~~disclosed dual agent*~~ and Dubois Associates, Bryan duBois is a ~~seller agent~~ buyer agent ~~facilitator disclosed dual agent*~~

*If Broker is acting as a disclosed dual agent, SELLER and BUYER acknowledge 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. MAINTENANCE: Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same conditions of the date of this Agreement, reasonable wear and tear excepted.

~~9. INSURANCE: The buildings and improvements on said PROPERTY shall, until full performance of this Agreement, be kept insured against fire and other casualty, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the PROPERTY shall previously have been restored to its former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$10,000.00.~~

10. TITLE: Buyer shall have ninety (90) calendar days to examine title from the effective date. If upon examination of title it is found that the title is not marketable or contains matters of record not previously disclosed to the BUYER, 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 pursuant to RSA 331-A 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, except with respect to any monetary liens which SELLER may pay-off and remedy at the CLOSING. The cost of examination of the title shall be borne by BUYER

11. PRORATIONS: All income earned but not received, all expenses incurred but not paid out, all income received but not earned, all expenses paid out but not incurred, all real estate taxes, and fuel in storage as of the date of transfer of title, shall be apportioned, as appropriate, between the SELLER and the BUYER as of the date of transfer of title.

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:

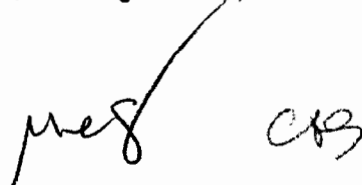
RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or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

Buyer acknowledges prior receipt of Seller's Property Disclosure Form attached hereto and signifies by initialing here: _____

13. DUE DILIGENCE: The BUYER is encouraged to seek information from professionals normally engaged in the business regarding any specific issue of concern. Neither SELLER, nor its agents or representatives,



make any 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:

See Addendum attached hereto and incorporated herein by reference

_____	within _____ days
_____	within _____ days
_____	within _____ days
_____	within _____ days
_____	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 professionals normally engaged in the business, to be chosen and paid for by BUYER. BUYER shall hold the SELLER harmless and shall indemnify and defend SELLER (with counsel reasonably acceptable to SELLER) for any and all claims for injury alleged to be caused by BUYER or BUYER's representatives, agents or contractors arising out of or related to BUYER's inspections. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency for that inspection is waived by BUYER, time being of the essence. BUYER's notice shall include sufficient details to allow SELLER to understand the condition and shall include any available inspection reports. At no time shall BUYER undertake destructive or invasive testing absent the prior approval of SELLER, in which event, BUYER agrees to restore the PROPERTY to the same material condition as existed prior to such testing.

~~If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER in writing, 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 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 broker within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection(s) mentioned above, the 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~~

14. LIQUIDATED DAMAGES: If BUYER shall default in the performance of its 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 held in escrow, the ESCROW AGENT may, in its sole discretion, pay said DEPOSIT 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 held in escrow prior to the forwarding of same to the Clerk of such court.

15. FINANCING: This agreement is or is not contingent upon BUYER obtaining financing under the following terms:

a. Amount: _____

b. _____ Rate:

c. Type: _____

d. _____ Term/Years: _____

e. Application: Application for financing must be made on or before _____ failing which this contingency shall be deemed to have been waived. Time being of the essence.

f. Evidence of financing Commitment: On or before _____ BUYER shall provide SELLER or SELLER's Broker with written evidence, reasonably acceptable to the SELLER, as to the BUYER's ability or inability to obtain financing, time being of the essence. Upon such notification, if the BUYER is unable to obtain financing, this Agreement shall become null and void and the Escrow Agent is hereby authorized to return BUYER's deposit in full. In the event that the BUYER fails to comply with such written notification, the financing contingency shall lapse and this Agreement shall continue in full force and effect or, at the SELLER's sole option, this Agreement shall become void and in such event, the Escrow Agent is hereby authorized to return the BUYER's deposit in full.

16. ADDITIONAL PROVISIONS:

See Addendum attached hereto and incorporated herein by reference.


17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

18. GOVERNING LAW. This Agreement shall be construed by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.

19. EFFECTIVE DATE: This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by SELLER and BUYER. Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs and/or other authorized representatives of both parties.

This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.

BUYER: Bluebird Self Storage, LLC


By: Marc Grondahlts: Manager
Hereunto Duly Authorized Date

January 13, 2015

Address: 1 Bayside Rd Greenland, NH 03840

SELLER: STATE OF NEW HAMPSHIRE
By: Its: 
Hereunto Duly Authorized Date

1/03/15

Address:

ADDENDUM

A. Conditions to Close:

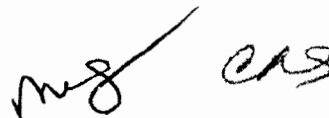
The obligations of Buyer to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following conditions (any one or more of which may be waived in whole or in part by the Parties).

- (i) The Property shall be free and clear of all contracts, occupants, and hazardous materials as defined under all local, state and federal laws and regulations;
- (ii) All requisite and necessary permits and approvals in form and content acceptable to the Buyer in the Buyer's sole discretion (the "Permits"), for the construction of multi-story storage facility containing a minimum of 90,000 square feet (the "Project") shall have been Finally Granted (as hereinafter defined).
- (iii) Within ten (10) days of the execution of this Agreement, the Seller shall deliver to Buyer the following documents to the extent the same are in the possession of the Seller and are not considered confidential or proprietary in nature:
 - 1) Environmental Studies;
 - 2) Regulatory documents relating to the Property;
 - 3) Wetland assessments and any mitigation plans, permitting requirements, etc.
 - 4) Title Policies;
 - 5) Existing Survey;
 - 6) Title Report;
 - 7) Zoning Studies;
 - 8) List of litigation pending against the Property or the Seller which relates to the Property.

The absence of any such documents or failure of the Seller to disclose any such documents shall not relieve the Buyer of their obligation to perform Due Diligence with respect to the Property.

B. Due Diligence: Buyer shall have ninety (90) days from execution of the Purchase and Sale Agreement (the "Due Diligence Period") to conduct such tests, studies, surveys, inspections and such other assessments with respect to the Property (collectively, the "Investigations"), as Buyer may desire. Any title or survey matters not objected to by the Buyer during the Due Diligence Period (as hereinafter defined) shall be considered permitted exceptions to the title. Seller hereby grants to Buyer, its employees, agents and contractors (collectively "Buyer's Representatives") access to the Property during business hours with seventy two (72) hours notice to Seller and at a time mutually and reasonably agreed to by Buyer and Seller for the purpose of conducting the Investigations.

Buyer and Buyer's Representatives shall perform all Investigations in compliance with law and shall keep the Property free and clear of any liens associated with the exercise of Buyer's rights pursuant to this Section. Buyer shall indemnify and hold Seller harmless from



and against any and all claims of all persons for damage or injury to property or persons arising out of or in connection with the Investigations. If the result of Buyer's Investigations are unsatisfactory to Buyer for any reason, in Buyer's sole discretion, Buyer may, at or before the expiration of the Due Diligence Period, notify Seller in writing of its election to terminate the Purchase and Sale Agreement, whereupon the Deposit shall be promptly returned to Buyer and the Purchase and Sale Agreement shall be null and void without recourse to either Party. Nothing herein shall obligate Buyer to remediate any environmental condition existing on or at the Property. Buyer may make direct inquiries to third parties, including, without limitation, lenders, contractors, and municipal, local, and other governmental officials and representatives regarding the Property, provided, however, that Buyer shall not reveal or disclose any information relating to the Investigations to anyone outside Buyer's organization other than Seller, Buyer's Representatives and prospective partners, lenders, consultants, and attorneys unless required to do so under applicable law or subpoena.

C. Permitting. The Buyer shall have one year (365 days) from the expiration of the Due Diligence Period to obtain all Permits to construct the Project (the Permitting Period). If at the expiration of the Permitting Period all such Permits have not been Finally Granted, as hereinafter defined, despite the Buyer's good faith, continuous and diligent efforts, then, the Purchase and Sale Agreement shall be null and void and without recourse to either Party hereto, and the Deposit shall be promptly returned to the Buyer. The term "Finally Granted" means that each of the Permits have been approved in accordance with all applicable laws by the board, agency or department having the jurisdiction and power to grant the same, all appeals having run and no appeals having been taken or any appeal having been finally disposed of, without possibility of further appeal, in favor of the validity of the Permit.

Notwithstanding the foregoing, the Buyer may elect to extend the Permitting Period by an additional six (6) months (Permit Period Extension). The Buyer agrees that upon election of any such Permit Period Extension, that the Seller shall authorize the Escrow Agent to release \$12,500 of the Deposit to the Seller (Extension Payment). In the event that the purchase is consummated, the Extension Payment will be applied to the Purchase Price, however, in the event that the Purchase and Sale Agreement is thereafter terminated, the Extension Payment shall become the sole property of the Seller unless the closing does not occur due to a default by the Seller. The Buyer may not exercise more than two (2) Permit Period Extensions. Any such election must be made to the Seller in writing at least ten (10) business days prior to the expiration of the Permitting Period or first Permit Period Extension.

At the conclusion of the two Permit Period Extensions, the Seller may grant, at its sole discretion, additional extensions on whatever terms are agreed to by the Buyer and Seller.

D. Broker. Seller agrees to pay the brokerage commission of KW Commercial NH and Dubois Associates, the terms of which are set forth in a separate contract between the Seller and KW Commercial NH.

E. Right of First Refusal. Buyer acknowledges that:

- (i) the Town of Bedford, New Hampshire;
- (ii) the New Hampshire Housing Finance and Agency; and

Meg *CRS*

- (iii) [certain state and county agencies determined by Seller] (collectively the "Offerees") have a right of first refusal to purchase the property.

The Seller represents that it has provided notice to all Offerees in accordance with standard practice for disposition of surplus State property and that no Offerees have expressed an interest in exercising their right of first refusal with respect to the Property. The Buyer acknowledges that the rights of the Offerees with respect to the Property are governed by the applicable statutory law of the State of New Hampshire and that this Agreement may not alter or mitigate any of these rights.

F. Administrative Fee. The Buyer agrees to pay an administrative fee in the amount of \$1,100 to the Seller at the time of closing.

G. Approval by Governor & Executive Council. This Agreement is subject to review and formal approval by the Governor & Executive Council of the State of New Hampshire.

H. Assignment. The Buyer must provide at least 30 days notice of its intent to assign its rights under this Agreement. The Seller shall have 15 days from the date of that notice to deny the proposed assignment. The Seller shall not unreasonably deny any such proposed assignment.

Handwritten signatures and initials in black ink. The signature on the left is a cursive name, possibly 'meo'. To its right are the initials 'CB'.

**CHANGE OF TERMS AND CONDITIONS
TO THE LISTING AGREEMENT**

1. Effective Date: June 10, 2014
2. The Undersigned being SELLER/LESSOR (including owner, heirs, personal representatives, administrators and assigns), of property known as tax lots 36-1 + 36-3 South Rivder Rd, Bedford, NH 03110
(PROPERTY)
listed for \$299,000.00 hereby authorize the following change to be made part of the original listing agreement dated _____
3. Change Price from \$299,000.00 to \$250,000.00
Change Expiration Date from January 12, 2014 to December 10, 2014
4. Changes to Terms and Conditions:

5. If there shall be a conflict between the terms of this Agreement and the Listing Agreement, then the terms of this Agreement shall control.
6. All other terms and conditions of the Listing Agreement not modified hereby shall remain in full force and effect.



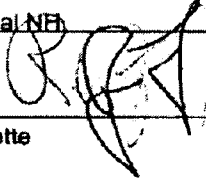
SELLER/LESSOR

6/9/14
DATE

SELLER/LESSOR

DATE

KW Commercial NH
BROKER



BY Ron Fredette

June 6, 2014
DATE

managing director
TITLE

CHANGE OF TERMS AND CONDITIONS / STATUS UPDATE
New Hampshire Association of REALTORS® Standard Form


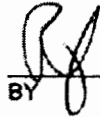


1. Date: 7/1/2013 MLS #: _____

2. The Undersigned being Seller(s) (including owner, heirs, personal representatives, administrators and assigns), of property known as tax lots 36-1 and 36-3 on South River Rd approximately 3.5 Acres
Bedford, NH 03110 listed for
 \$ 350,000.00 on 7/11/2012, hereby authorize the following change to be made part of the original listing agreement.

<input checked="" type="checkbox"/> Change Price from \$ <u>350,000.00</u> to \$ <u>299,900.00</u> <input checked="" type="checkbox"/> Change Expiration Date to <u>1/12/2014</u> <input type="checkbox"/> Withdrawal from MLS <input type="checkbox"/> Withdrawal from Market <input type="checkbox"/> Back on Market	<input type="checkbox"/> Seller is hereby released from the Exclusive Right to Sell Listing Agreement <input type="checkbox"/> MLS has been explained to me and this property may be submitted to MLS and may be used for comparables. <input type="checkbox"/> Other _____
---	---

4. Additional Terms and Conditions:

	<u>7/9/13</u>		
SELLER	DATE	SELLER	DATE
<u>KW Commercial NH</u>		<u>Managing Director</u>	<u>7/1/13</u>
FIRM	BY	TITLE	DATE

PROPERTY DISCLOSURE - LAND ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

1. SELLER: _____ State of New Hampshire _____

2. PROPERTY LOCATION: tax lots 36-1 and 36-3 on South River Rd approximately 3.5 Acres Bedford, NH 03110

3. The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by SELLER, or any real estate broker or salesperson representing SELLER, and is not a substitute for any inspection by BUYER. SELLER'S authorize the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective BUYERS of this property.

4. NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

5. WATER SUPPLY (Please answer all questions regardless of type of water supply)

a. TYPE OF SYSTEM: None Public Private Seasonal Unknown
 Drilled Dug Other _____

b. INSTALLATION: Location: _____ Installed By: _____
 Date of Installation: _____ What is the source of your information? _____

c. USE: Number of Persons currently using the system: _____
 Does system supply water for more than one household? Yes No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
 Pump: Yes No N/A Quantity: Yes No Unknown
 Quality: Yes No Unknown
 If Yes to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested? Yes No Date of most recent test _____
 If Yes to any question, please explain in Comments below or with attachment.
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notations? Yes No
 If Yes, are test results available? Yes No
 What steps were taken to remedy the problem? _____

f. COMMENTS: _____

6. SEWAGE DISPOSAL SYSTEM

a. TYPE OF SYSTEM: Public: Yes No Community/Shared: Yes No
 Private: Yes No Unknown: Yes No
 None: Yes No Septic/Design Plan in Process? Yes No

b. IF PUBLIC OR COMMUNITY/SHARED:
 Have you experienced any problems such as line or other malfunctions? Yes No
 What steps were taken to remedy the problem? _____

c. IF PRIVATE
 TANK: Septic Tank Holding Tank Cesspool Unknown Other _____
 Tank Size: 500 Gal. 1,000 Gal. Unknown Other _____
 Tank type: Concrete Metal Unknown Other _____
 Location: _____ Location Unknown Date of Installation: _____
 Date of Last Servicing: _____ Name of Company Servicing Tank: _____
 Have you experienced any malfunctions? Yes No Comments: _____

d. LEACH FIELD: Yes No Other _____
 IF Yes: Size _____ Location: _____ Unknown
 Date of installation of leach field: _____ Installed By: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____
 IS SYSTEM LOCATED IN A SHORELAND ZONE? Yes No Unknown
 IF Yes, has a site assessment been done? Yes No Unknown
 SOURCE OF INFORMATION: _____
 COMMENTS: _____

SELLER(S) INITIALS CAS, 7/16/12 BUYER(S) INITIALS Mes

PROPERTY DISCLOSURE - LAND ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: tax lots 36-1 and 36-3 on South River Rd approximately 3.5 Acres Bedford, NH 03110

7. HAZARDOUS MATERIAL

UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are you aware of any past or present underground storage tanks on your property? Yes No Unknown
 IF Yes: Are tanks currently in use? Yes No
 IF No: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____ Owner of tank(s): _____
 Location: _____
 Are you aware of any problems, such as leakage, etc.? Yes No Comments: _____
 Are tanks registered with the Department of Environmental Services (D.E.S.)? Yes No Unknown
 if tanks are no longer in use, have tanks been abandoned according to D.E.S.? Yes No Unknown
 Comments: _____

8. GENERAL INFORMATION

a. Is this property subject to Association fees? Yes No Unknown
 If Yes, Explain: _____
 If Yes, what is your source of information? _____
 b. Is this property located in a Federally Designated Flood Zone? Yes No Unknown
 c. Are you aware of any liens, encroachments, easements, rights-of-way, leases, restrictive covenants, special assessments, right of first refusal, life estates, betterment fees or attachments on the property? Yes No Unknown
 If Yes, Explain: _____
 d. What is your source of information? _____
 e. Are you aware of any landfills, hazardous materials or any other factors, such as soil, flooding, drainage or any unusual factors? Yes No Unknown
 If Yes, Explain: _____
 Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.? Yes No Unknown
 If Yes, Explain: _____
 f. How is the property zoned? _____ Source: _____
 g. Has the property been surveyed? Yes No Unknown If Yes, is the survey available? Yes No
 h. Has the soil been tested? Yes No Unknown If Yes, are the results available? Yes No
 i. Has a percolation test been done? Yes No Unknown If Yes, are the results available? Yes No
 j. Has a test pit been done? Yes No Unknown If Yes, are the results available? Yes No
 k. Have you subdivided the property? Yes No Unknown
 l. Are there any local permits? Yes No Unknown Please explain: _____
 m. Are there attachments explaining any of the above? Yes No Unknown
 n. Septic/Design plan available? Yes No Unknown
 o. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If Yes, please explain: _____

9. NOTE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER [Signature] DATE 7/16/12

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

BUYER [Signature] DATE 2/13/15

EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequivocal Exclusive Right To Sell/Lease between the Seller and the undersigned Firm.



1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire ("SELLER"), hereby gives the undersigned KW Commercial NH ("FIRM"), on this date, 7/11/2012 in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at tax lots 36-1 and 36-3 on South River Rd approximately 3.5 Acres Bedford, NH 03110 owned by SELLER consisting of _____ land and including any other property, real or personal, subsequently added thereto, recorded in the Hillsborough County Registry of Deeds in Book _____ Page _____ ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 350,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay FIRM a commission of 6% of the contract price or n.a. of the lease amount or n.a.

2. THIS AGREEMENT SHALL BE IN EFFECT from 7/12/2012 through 7/12/2013. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase and Sales Agreement and shall remain that date even if the contract is canceled. It is understood that unless otherwise indicated below, FIRM will enter this listing into the Northern New England Real Estate Network Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within 48 hours, which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 3 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase and Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or n.a.

3. DESIGNATED AGENCY. This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of Ronald Fredette as SELLER'S designated agent(s).

4. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the SELLER'S designated agent(s), the potential for dual agency exists.
 SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

[Signature] 7/16/12
 SELLER DATE SELLER DATE

At this time, SELLER does not consent to dual agency showings.

SELLER DATE SELLER DATE

5. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. SELLER hereby agrees to hold FIRM harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing.

6. COOPERATION WITH OTHER BROKERS - SELLER authorizes the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept FIRM'S offer of subagency. FIRM'S policy is to compensate the subagent a _____% commission of the contract price or _____ Pursuant to the requirements of NH RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of FIRM and any sub-agents who are acting on behalf of the SELLER when FIRM or sub-agent is acting within the scope of the agency relationship.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Offered by FIRM
(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s). FIRM'S policy is to compensate the buyer agent a <u>3</u> % commission of the contract price or _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent. FIRM'S policy is to compensate facilitators a <u>3</u> % commission of the contract price or _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Offered by FIRM
(d) COOPERATION ARRANGEMENTS THAT DIFFER FROM ABOVE WILL BE DETAILED UNDER "ADDITIONAL PROVISIONS."	
(e) <input type="checkbox"/> None of the Above. If this box is checked, property cannot be placed in MLS.	

Seller(S) Initials CRB 7/16/12 Firm Representative Initials [Signature]

EXCLUSIVE LISTING AGREEMENT / DESIGNATED AGENCY

New Hampshire Association of REALTORS® Standard Form

This is to be construed as an unequivocal Exclusive Right To Sell/Lease between the Seller and the undersigned Firm.



7. SPECIAL CONDITIONS - SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lock box may be placed on the property.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic database or MLS that may be accessed other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement, may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker and <input checked="" type="checkbox"/> members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: <input checked="" type="checkbox"/> agents other than SELLER'S broker and <input checked="" type="checkbox"/> members of the public.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.

8. ADDITIONAL PROVISIONS

All offers are subject to the following conditions:

- 1) First right of refusal to purchase the property by the Town(s) where the property is located, the New Hampshire Housing Finance Authority and other State and County agencies. If one of these entities were to purchase this parcel, the transaction will be handled by the Department of Transportation and no commission will be paid to the realtor
- 2) Sale subject to approval by the Governor and Executive Council
- 3) In addition to the purchase price, the buyer will be subject to an additional Administrative Fee of \$1,100.00 at closing
- 4) Parcel will have only one (1) access point to US Route 3 *CRS 7/16/12*

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

[Signature] 7/16/12
 SELLER DATE

SELLER DATE

ADDRESS

ADDRESS

CITY STATE ZIP

CITY STATE ZIP

KW Commercial NH
 FIRM

[Signature] Director 7/16/2012
 BY TITLE DATE

168 South River Rd
 ADDRESS

Bedford, NH 03110
 CITY STATE ZIP