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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

January 30, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Administrative Services, acting on behalf of the Department of Health and Human Services, pursuant to RSA 10:4, to sell the State-owned land, buildings, and other improvements located at 1234 River Road, Manchester (the "Property") to Lubavitch of New Hampshire for \$625,500, plus a \$1,100 administrative fee, pursuant to the terms of a Purchase and Sale Agreement dated July 29, 2016, to be effective upon approval by the Governor and Executive Council.

2. Further authorize the Department of Administrative Services to pay 6% of the gross proceeds from the foregoing sale (amounting to \$37,530) to The Norwood Group, Inc. (dba "NAI Norwood Group"), 116-G South River Road, Bedford, New Hampshire (Vendor No. 227784), as its commission for real estate brokerage and marketing services provided with respect to the Property pursuant to the terms of an Exclusive Listing Agreement dated May 5, 2016, to be effective upon approval by the Governor and Executive Council. **100% Net Proceeds from Sale (General Funds).**

Net proceeds from the sale will be allocated to Account # 00000014-405693, Department of Administrative Services, Sale State Owned Real Property.

	<u>FY2017</u>
Unrestricted Revenue	\$589,070

EXPLANATION

The Property is comprised of a recently subdivided parcel of land approximately 2.14 acres in size with approximately 310 feet of frontage along River Road, a single-story wood frame building with approximately 7,976 square feet of space, and a 6,000 square foot (more or less) paved driveway and parking area. The Property is located at 1234 River Road in Manchester, New Hampshire (Tax Map 420, Lot 1C), and it is surrounded on three sides by the

abutting Sununu Youth Services Center (SYSC) campus parcel (formerly known as "YDC"), of which the Property was a part prior to its subdivision in 2015. As such, the Property has long been managed by the Department of Health and Human Services (DHHS). Although the Property was vacant for over one year prior to August 2015, it was then occupied for several months on a temporary basis by the DHHS Manchester District Office. DHHS again vacated the Property in the spring of 2016 and no longer has any need or use for the Property. DHHS had previously asked the Department in 2014 to dispose of the Property by sale on its behalf, following which the Department commenced the subdivision of the Property from the SYSC campus parcel.

As of November 9, 2015, J. Chet Rogers, LLC, an independent firm providing real estate appraisal services, appraised the market value of the Property at \$590,000.

On January 19, 2016, the Department issued a Request for Proposal ("RFP") to Provide Real Estate Services. The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader January 19-21, 2016 and by a direct email solicitation sent to 36 real estate brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received only one conforming proposal. The proposal recommended a listing price range of \$519,000 to \$598,000 and proposed a commission rate of 6%.

The sole proposal was submitted by The Norwood Group, Inc. (dba "NAI Norwood Group") ("Norwood"). Norwood had worked with the Department before, having successfully marketed two other surplus State properties over the past four years. As a result of Norwood's qualifications and experience with surplus State institutional properties, the Department was satisfied with the results of the RFP notwithstanding the low rate of response.

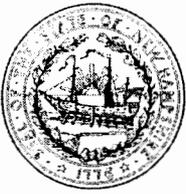
Because the disposal of the Property is subject to RSA 10:4 rather than RSA 4:40, it is exempt from approval by the Long Range Capital Planning and Utilization Committee (the "Committee") and also from the obligation of first offer to the City of Manchester that would otherwise be required by RSA 4:40, I. Nonetheless, the Department submitted an informational item to the Committee regarding the Department's intention to market and sell the Property for \$600,000, which item was reviewed by the Committee at its meeting on March 29, 2016. The Department then offered to sell the Property to the City of Manchester for \$600,000 by letter dated March 30, 2016, but the City declined the offer by letter dated April 20, 2016.

Based on the foregoing, I respectfully recommend the sale of the Property to Lubavitch of New Hampshire.

Respectfully submitted,



Vicki V. Quiram
Commissioner



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3202

March 30, 2016

Mayor Ted Gatsas
City of Manchester
Mayor's Office
One City Hall Plaza
Manchester, New Hampshire 03101

Dear Mayor Gatsas:

The New Hampshire Department of Administrative Services (the "Department") hereby offers to the City of Manchester the right to purchase the surplus State real property located at 1234 River Road in the City of Manchester (Tax Map 420, Lot 1C), primarily consisting of approximately 2.14 acres of land, a single-story wood frame building with approximately 7,976 square feet of space, and a 6,000 square foot (more or less) paved driveway and parking area (the "Property"), as-is, for the intended listing price of Six Hundred Thousand Dollars (\$600,000). The recently subdivided Property was part of the abutting Sununu Youth Services Center (SYSC) campus (formerly known as "YDC") until June 2015, and it includes the building known as the "Stark House." Because the disposal of the Property is governed by RSA 10:4 rather than RSA 4:40, the State has no statutory obligation to offer the Property to the City. Therefore, this first offer is made as a courtesy.

The building on the Property was originally constructed in 1987 as a residential facility for certain female YDC residents, but it has been used more recently as a State office building and presently houses the New Hampshire Department of Health and Human Services (DHHS) Manchester District Office on a temporary basis. DHHS has indicated that it expects to vacate the Property in April 2016. Three sides of the Property abut the SYSC campus. The fourth side consists of approximately 310 feet of frontage along River Road.

Please act on this offer as quickly as possible, so that in the event of the City's rejection the Department may proceed to market the Property to interested buyers without undue delay. **This offer will expire thirty (30) days after the date of this letter unless the State receives in the interim a written response from the City indicating its intention to purchase the Property "as-is" at the price set forth herein and on such other reasonable terms as may be imposed by the State.**

If you have any questions about the Property or this offer, or if the City desires to accept the offer granted in this letter, then please contact Jared Nylund, Real Property Asset Manager, at (603) 271-7644 or jared.nylund@nh.gov.

Sincerely,

Vicki V. Quiram
Commissioner

Cc: Michael P. Connor, Deputy Commissioner
Jared J. Nylund, Real Property Asset Manager

Matthew Normand
City Clerk



APR 25 10 57 AM '16
Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

April 20, 2016

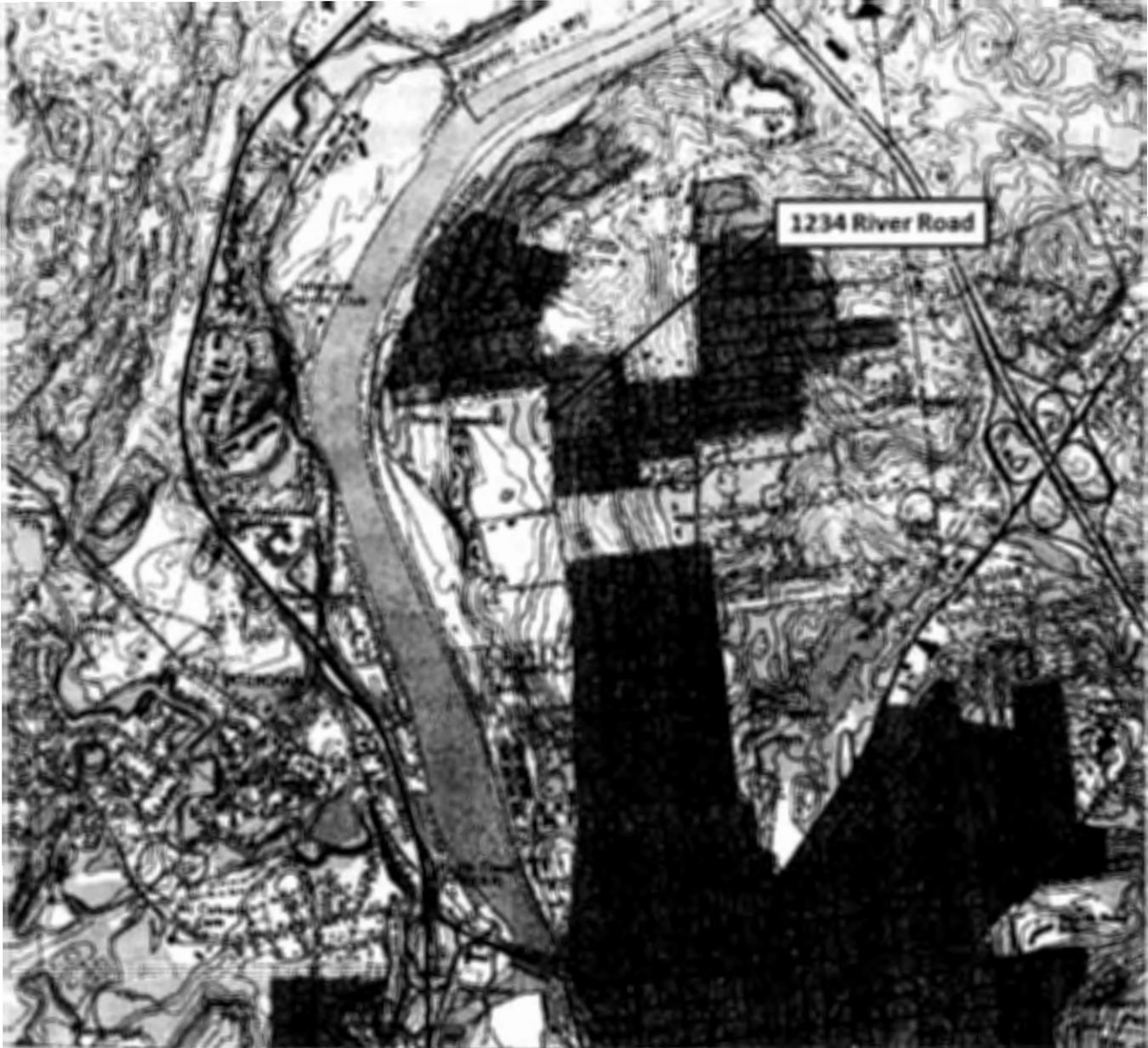
Vicki Quiram, Commissioner
State of NH – Dept. of Administrative Services
Office of the Commissioner
25 Capitol Street, Room 120
Concord, NH 03301

Dear Commissioner Quiram,

Please be advised that the Board of Mayor and Aldermen, Committee on Lands and Buildings met on April 19, 2016, and it was determined that the City of Manchester does not have use for the State owned property located at 1234 River Road and respectfully declines the offer to purchase.

Thank you.

Heather Freeman
Assistant City Clerk



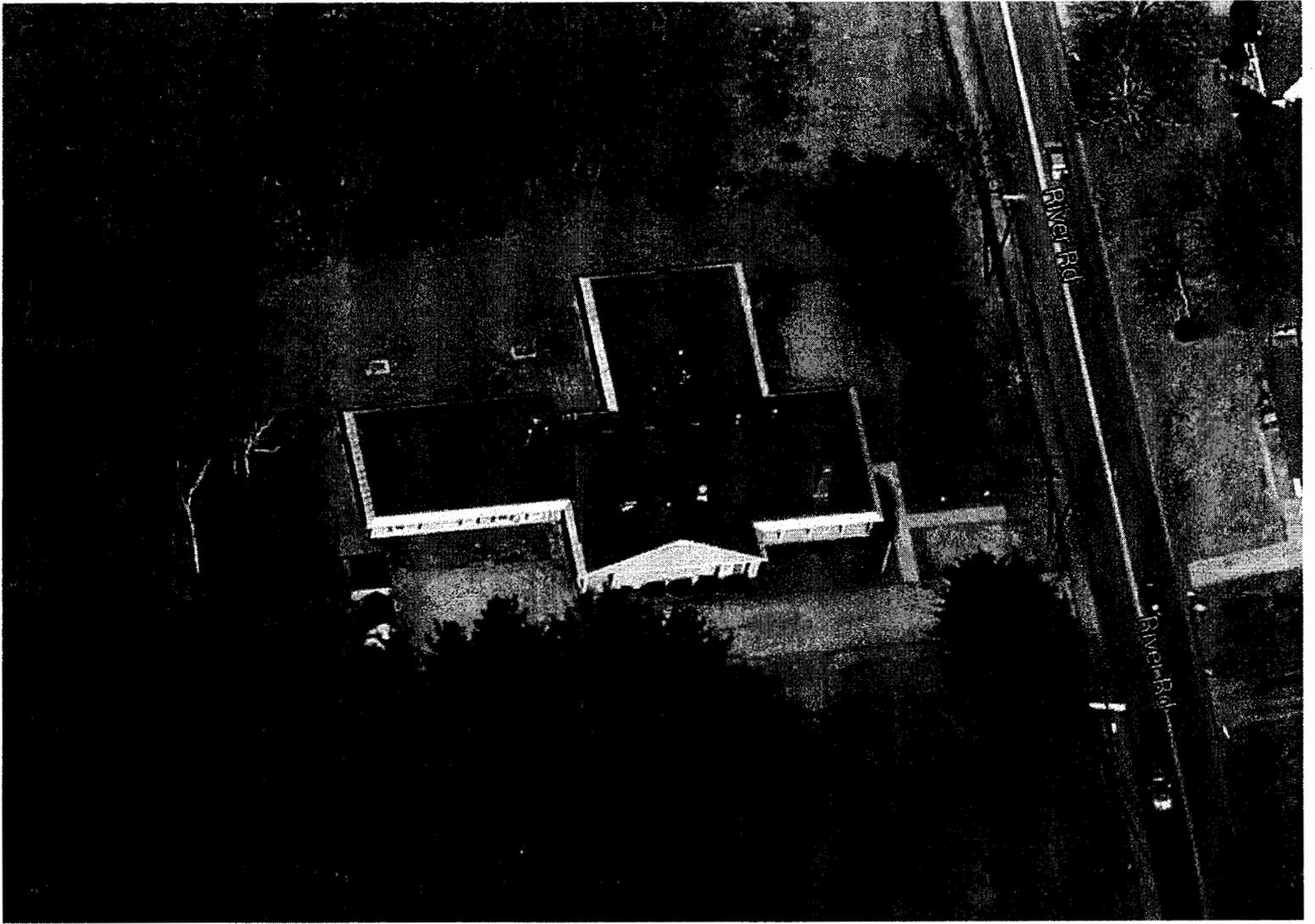
**1234 River Road ("Stark House")
Manchester, New Hampshire**

USGS Manchester North Quadrangle



1234 River Road (“Stark House”)
 Manchester, New Hampshire
 (Tax Map 420, Lot 1C)

Tax Map Detail
 (subject parcel shown at center above)



**1234 River Road ("Stark House")
Manchester, New Hampshire**

"Bird's Eye View" Photo of Stark House

RETURN TO:

Lubavitch of New Hampshire
7 Camelot Place
Manchester, NH 03104

QUITCLAIM DEED

The **STATE OF NEW HAMPSHIRE**, acting through its Department of Administrative Services pursuant to RSA 10:4, as authorized by the Governor and Executive Council on February 15, 2017 (Meeting Agenda Item # _____), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "State"), for consideration paid, grants to **LUBAVITCH OF NEW HAMPSHIRE**, a New Hampshire nonprofit corporation, with a mailing address of 7 Camelot Place, Manchester, New Hampshire 03104 (the "Grantee"), with QUITCLAIM COVENANTS, the following described property located in the City of Manchester, County of Hillsborough, State of New Hampshire (the "Premises"):

A certain parcel of land located at 1234 River Road, together with all buildings and other improvements situated thereon, consisting of approximately 2.14 acres, more or less, and shown as "Proposed Lot 1C" on Sheet 2 of that certain plan entitled "Subdivision Plat prepared for State of NH Division for Juvenile Justice Services, Project Location: Map 420, Lot 1, 1234 River Road, Manchester, NH" dated March 2, 2015, revised May 20, 2015, prepared by Richard D. Bartlett & Associates, LLC, and recorded in the Hillsborough County Registry of Deeds as Plan Number 38568 (the "Plan"), said parcel being more particularly bounded and described as follows:

Beginning at the Northeasterly corner of the herein described parcel at a steel pin set on the Westerly line of River Road by land now or formerly of the State of New Hampshire;

Thence South $9^{\circ}14'00''$ East along said River Road a distance of 310.96 feet, more or less, to a steel pin set at the Southeasterly corner of the herein described parcel by land now or formerly of the State of New Hampshire;

Thence South $80^{\circ}55'25''$ West along said land of the State of New Hampshire a distance of 300.00 feet, more or less, to a steel pin set at the Southwesterly corner of the herein described parcel;

Thence North $9^{\circ}14'00''$ West along said land of the State of New Hampshire a distance of 310.96 feet, more or less, to a steel pin set at the Northwesterly corner of the herein described parcel;

Thence North 80°55'25" East along said land of the State of New Hampshire a distance of 300.00 feet, more or less, to the point of beginning.

Meaning and intending to describe a portion of the premises conveyed to the State of New Hampshire by Deed of Peter J. Connolly dated September 5, 1911, recorded in the Hillsborough County Registry of Deeds at Book 690, Page 218.

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

The Premises are not homestead property.

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

Dated this _____ day of _____ 2017.

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

By: _____
Vicki V. Quiram, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this _____ day of _____ 2017, personally appeared the above-named Vicki V. Quiram, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that she executed the foregoing instrument for the purposes therein contained.

Notary Public / Justice of the Peace
My Commission Expires: _____

(SEAL)

PURCHASE AND SALE AGREEMENT

This Agreement is dated this 29th day of July 2016 between the **STATE OF NEW HAMPSHIRE**, by and through its Department of Administrative Services, having an address of Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "Seller") and **LUBAVITCH OF NEW HAMPSHIRE**, a New Hampshire nonprofit corporation having an address of 7 Camelot Place, Manchester, New Hampshire 03104 (the "Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately 2.14-acre parcel of land shown as "Proposed Lot 1C" on Sheet 2 of that certain plan entitled "Subdivision Plat prepared for State of NH Division for Juvenile Justice Services, Project Location: Map 420, Lot 1, 1234 River Road, Manchester, NH" dated March 2, 2015, revised May 20, 2015, prepared by Richard D. Bartlett & Associates, LLC, and recorded in the Hillsborough County Registry of Deeds as Plan Number 38568 (the "Plan"), with the buildings and improvements situated thereon, located at 1234 River Road, Manchester, New Hampshire (the "Premises"). The Premises are now shown as Tax Map 420, Lot 1C on the City of Manchester tax maps.

B. The Premises are being sold as surplus real property pursuant to RSA 10:4. RSA 10:4 requires the following: (i) a determination by the Commissioner of the Department of Health and Human Services that the Premises are surplus and should be sold; and (ii) final approval of the sale of the Premises by the Governor and Executive Council of the State of New Hampshire ("G&C"). With respect to the sale of the Premises to the Buyer, the Commissioner of the New Hampshire Department of Health and Human Services has determined that the Premises are surplus and should be sold. This Agreement shall be subject to final approval by G&C.

C. Seller desires to sell, and Buyer desires to buy, the Premises pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 10:4 with respect to the disposal of surplus real property by the State of New Hampshire.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Premises, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits, approvals and other appurtenances and rights pertaining to the Premises (collectively, the "Property"). The Property shall be sold as-is, with all faults, in its current condition, together with any personal property as may remain thereon or therein. Notwithstanding any other provision in this Agreement to the contrary, the Seller shall have no obligation to repair, replace, mitigate, or improve the Property or any portion thereof from and after the date of this Agreement.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Six Hundred Twenty-Five Thousand Five Hundred Dollars and no/cents (\$625,500.00). The Purchase Price shall be payable as follows:

(a) Twenty-Five Thousand Dollars (\$25,000.00) shall be paid to the Escrow Agent (defined below) as a deposit upon execution of this Agreement by the Seller (the "Deposit"). The Deposit shall be held in escrow by The Norwood Group, Inc. (DBA "NAI Norwood Group") (the "Escrow Agent") in accordance with the terms of this Agreement. The Deposit shall be duly accounted for at the Closing and shall be applied to the Purchase Price. Except as otherwise provided in this Agreement the Deposit shall become nonrefundable at the later to occur of: the end of the Due Diligence Period or the end of the Land Use Contingency Period (as subsequently defined in this Agreement), as extended. The Due Diligence Period shall commence as of the date upon which all parties have executed this Agreement, and which shall end one hundred twenty (120) days thereafter, provided that the transaction complies with RSA 10:4 (described herein) and the Seller meets its obligations in accordance with the terms of this Agreement. If Seller does not comply with all applicable provisions of RSA 10:4, or if the sale does not occur for any reason other than a default by the Buyer hereunder, then the deposit, together with any interest accrued thereon, shall be forthwith returned to the Buyer.

(b) The balance of the Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur on a date that is within ten (10) business days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire, or at some other mutually acceptable time (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur at a mutually agreeable location to be determined by Seller and Buyer.

4. Warranties and Representations. To induce the Buyer to enter into this Agreement and to purchase the Property, the Seller hereby warrants and represents to Buyer as follows:

(a) Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller except as provided herein. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement subject to the final authorization of the Governor and Executive Council of the State of New Hampshire.

(c) There are no known actions (legal or administrative), suits or other proceedings with respect to the Property pending with respect to which legal process has been served on Seller or threatened against Seller.

(d) Seller has no knowledge of any latent conditions affecting the Property.

(e) The Premises is part of the property formerly known as the "New Hampshire youth development center" within the meaning of RSA 10:1 and is therefore one of the "institutional lands" subject to RSA 10:4.

5. Title and Deed. At the Closing, marketable title to the Property shall be conveyed by Seller to Buyer by Quitclaim Deed, subject to any (i) easements, liens, restrictions, or other encumbrances of record; (ii) applicable provisions of building and zoning laws in effect on the Closing Date; and (iii) any applicable real property taxes for the then current tax year which are not yet due and payable on the Closing Date.

If during the Due Diligence Period Buyer notifies Seller in writing of any material defect in the condition of title causing it to be not marketable, then Seller shall have the opportunity, for a reasonable period of time not to exceed ninety (90) days, to use diligent efforts to correct or cure the same. Buyer reserves the right to verify prior to Closing that there has been no adverse change in the condition of title to the Property from the end of the Due Diligence Period until the Closing Date. If Buyer notifies Seller in writing of any material adverse change in the condition of title, then Seller shall again have the opportunity, for a reasonable period of time, to correct or cure the same, and the Closing Date shall be extended during such time. If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, the Deposit and any interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder.

At the Closing, Seller shall deliver good and marketable title and possession of the Property to Buyer free of all tenants and occupants, in broom clean condition, free of all personal property and furnishings except as may be present within the Premises as of the date hereof. The Property to be transferred to Buyer at Closing shall specifically include the external standby generator, all underground propane storage tanks, and all kitchen equipment presently located within the Premises.

6. Due Diligence. During the one hundred twenty (120) day Due Diligence Period defined herein, the Buyer shall have the opportunity to conduct such inspections or examinations of the Property as Buyer deems desirable, including, without limitation:

- (a) General building inspection, including evaluation of structural integrity of buildings and mechanical, plumbing, electrical, and life safety systems;
- (b) Radon gas testing;
- (c) Pest infestation and damage inspection;
- (d) Environmental review;
- (e) Hazardous materials inspection; and

(f) Title examination.

Buyer, its agents and contractors shall have full access to the Property during the Due Diligence Period as needed to conduct such inspections or examinations. Access to interior building areas shall be provided during regular business hours by prior arrangement with Seller. Any invasive inspections or testing, such as may involve digging or excavation, drilling, boring, removal of any building materials, or partial disassembly of any equipment or machinery, for example, may be performed only with the prior specific consent of Seller.

Seller reserves the right to have its employees or agents present during any on-site inspections or testing. The Seller shall promptly compile and provide any known, available, and relevant reports, data, and testing results pertaining to the Property that Seller may have. Buyer may withdraw from this Agreement during the Due Diligence Period if unsatisfied with the results of any examination or inspection of the Property by providing written notice of withdrawal to Seller no later than forty-eight (48) hours after the end of the Due Diligence Period. If such written notice of withdrawal is sent by Buyer no later than forty-eight (48) hours after the end of the Due Diligence period, then following receipt of such written notice by Seller the Deposit and any interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder. For purposes of this section, the date and time at which such written notice of withdrawal is sent shall be established by the earlier of (as applicable): (i) the email "sent" time stamp automatically added to the notice by the sender's electronic mail server, (ii) the post mark added to the notice by the U.S. Postal Service, or (iii) the time stamp added to the shipping label affixed to the notice by a recognized national delivery service. If at any time Buyer elects not to close, then any and all reports, data, testing results, permits, and plans pertaining to the Property that have been compiled, gathered, or commissioned by Buyer shall become the property of the Seller.

7. Other Contingencies. The Buyer's obligation to purchase the Property pursuant to this Agreement is contingent upon the following:

(a) Buyer's ability to obtain from the City of Manchester a conditional use permit or other approval, on terms and conditions acceptable to Buyer, as may be required under the City of Manchester Zoning Ordinance and Site Plan Review Regulations to operate a place of worship on the Premises. Buyer may withdraw from this Agreement if unable to obtain such approval by providing written notice to Seller within the one hundred twenty (120) day Due Diligence Period defined herein (redefined herein for land use contingency purposes as the "Land Use Contingency Period"). If such written notice is sent by Buyer before the end of the Land Use Contingency Period, as extended (the time of sending to be established in the same manner as for the notice of withdrawal, as set forth in Section 6 hereof), then the Deposit and any interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder. Buyer may extend the Land Use Contingency Period by one or more thirty (30) day periods, each with the prior written approval of Seller, which approval must be sought by Buyer prior to the end of the Land Use Contingency Period, as previously extended, and which approval shall not be unreasonably withheld, conditioned, or delayed by Seller so long as Buyer remains diligent

in its efforts to pursue and secure the land use approvals contemplated by this Section 7(a).

8. Governor and Executive Council. Upon the later of the end of the Due Diligence Period or the end of the Land Use Contingency Period, as extended, or upon Buyer's waiver of all contingencies other than verification of the condition of title prior to Closing, Seller shall prepare and submit a request to G&C to authorize the sale of the Property pursuant to the terms and provision of this Agreement. Buyer agrees to provide such additional documentation as Seller may require to complete the G&C request package. For example, if Buyer's assignee is a corporation or limited liability company, then Seller will require reasonable documentation of the requisite corporate authority to complete the purchase of the Property. Buyer acknowledges that the entire G&C submission and approval process can take up to four (4) weeks or more.

9. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 10:4 as described in introductory paragraph B, hereto. Seller agrees to promptly take all steps necessary in order to comply with the requirements of RSA 10:4. Buyer agrees to reasonably cooperate with Seller's efforts.

10. Condemnation. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the amount of any award or compensation received or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer any and all such awards and other compensation not yet received prior to Closing. If Buyer elects to terminate this Agreement pursuant to this Section 10, then the Deposit (including any additional deposits paid pursuant to Section 7(a) hereof), together with any interest accrued thereon, shall be returned to Buyer.

11. Taxes and Assessments. Real estate taxes, special assessment, betterment assessments, water rates and sewer charges and rents, if any, shall be prorated and adjusted as of the date of Closing. Taxes due and payable for all prior years, if any, shall be paid, by Seller, on or before the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing that such actual taxes are determined.

12. Transfer Tax. It is understood that the Seller is exempt from its portion of the transfer tax related to the sale of the Property. The Buyer agrees to pay Buyer's portion of the transfer tax. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes.

13. Default by Buyer. If Buyer shall default in the performance of any of Buyer's obligations under this Agreement, Seller shall as its sole remedy, at law or in equity, retain

the Deposit and all interest earned thereon as liquidated damages, in which event this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

14. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, Buyer shall have the right to either: (i) terminate this Agreement without further liability hereunder, in which event the Deposit and all interest earned thereon shall be forthwith returned to Buyer, and this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive; or (ii) pursue any other legal or equitable remedy.

15. Brokerage. Buyer and Seller each represent to the other that they have dealt with no broker, agent, or representative in connection with this transaction other than The Norwood Group, Inc. DBA NAI Norwood Group ("Norwood") and Kanteres Real Estate, Inc. ("Kanteres"). Seller shall be responsible for any fees or commission due to Norwood pursuant to a separate agreement. Buyer and/or Norwood, as the case may be, shall be responsible for any fees or commission due to Kanteres pursuant to one or more separate agreements.

16. Conditions Precedent to Buyer's Obligation to Purchase the Property. The obligation of the Buyer to purchase the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) receipt of title to and possession of the Property simultaneously with the Closing in the condition required by this Agreement;

(b) all of Seller's warranties and representations set forth in Section 4 hereof being true as of the Closing;

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no material adverse change in the condition of the Property from its condition as of the end of the Due Diligence Period other than resulting from usual wear and tear (for purposes of this Agreement, any loss due to fire shall be deemed to be a "material adverse change in the condition of the Property" if such loss exceeds five thousand dollars (\$5,000.00));

(e) there being no material adverse change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof; and

(f) compliance by the Seller with the requirements of RSA 10:4 with respect to the sale of the Property.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, then Buyer may terminate this Agreement by giving written notice to

Seller, and the Agreement shall terminate, the Deposit and all interest thereon shall be forthwith returned to the Buyer, and neither party shall have any further rights or obligations hereunder.

17. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt of the full Purchase Price from the Buyer for the Property at the Closing; and

(b) final approval of the transaction by the G&C, pursuant to RSA 10:4.

If any one of the above conditions is not met, then Seller may terminate this Agreement by giving written notice to Buyer, the Agreement shall terminate, and the Deposit shall be handled in the manner provided in this Agreement.

18. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) scanned and emailed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller: New Hampshire Department of Administrative Services
Fixed and Mobile Assets
25 Capitol Street, Room 113A
Concord, New Hampshire 03301
Attn: Jared Nylund, Real Property Asset Manager
Telephone: (603) 271-7644
Email: jared.nylund@nh.gov

If to Buyer: Rabbi Levi Krinsky, President
Lubavitch of New Hampshire
7 Camelot Place
Manchester, New Hampshire 03104
Email: rabbi@lubavitchnh.com

With a copy to: John G. Cronin, Esquire
Cronin, Bisson & Zalinsky, P.C.
722 Chestnut Street
Manchester, NH 03104
Telephone: (603) 624-4333
Email: jcronin@cbzlaw.com

19. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be allocated and paid as follows:

By Buyer:

- (a) title examination, proposed deed review, and any title insurance premium
- (b) full cost of all other inspections or examinations of the Property as may be conducted or commissioned by the Buyer
- (c) Buyer's attorney fees and any fee charged by a closing agent, including, without limitation, any document preparation fee
- (d) cost of pursuing and obtaining any zoning approval contemplated by Section 7 hereof, including any related attorney or agent/consultant fees
- (e) Buyer's portion of the New Hampshire real estate transfer tax
- (f) cost of recording the deed and any other recording fees
- (g) cost of producing additional Buyer or assignee documentation required for Seller's G&C request package
- (h) any applicable wire transfer fee to transfer all net proceeds from the sale of the Property to Seller's bank account

By Seller:

- (a) cost of preparing the deed (to be prepared by Seller)
- (b) cost of discharging any liens or encumbrances (excluding any recording fees)

20. Documents to be Delivered at Closing. At the Closing, the Seller shall execute, acknowledge and deliver, or cause to be delivered, all documents required to effectuate the transaction contemplated by this Agreement including, without limitation, the following:

(a) Quitclaim Deed of the Property in proper form reasonably acceptable to Buyer's counsel duly executed, conveying title to the Property in fee simple absolute to Buyer.

(b) Evidence satisfactory to Buyer that the conveyance is properly authorized and that the Seller is authorized to consummate the Closing.

(c) Evidence satisfactory to Buyer, current as of the Closing, that all real estate taxes, water, sewer use charges, and any other municipal charges and municipal taxes affecting the Property, which are due and payable by Seller at or before the Closing Date, have been paid.

(d) Completed and executed conveyance tax forms.

21. Deposit and Escrow Funds. (a) The Deposit shall be held by the Escrow Agent in a federally insured, interest bearing money market account and shall be duly accounted for at the Closing. In the event that Buyer or Seller sends notice to Escrow Agent certifying to Escrow Agent that it is entitled to receive the Deposit pursuant to the terms of this Agreement (other than at the Closing), Escrow Agent shall forward a copy of

such certification to the other party (pursuant to the notice provisions of Section 18 hereof). If Escrow Agent does not receive an objection from such party to such certification within fifteen (15) days after the date of such notice, Escrow Agent may disburse all such amounts to the certifying party. If Escrow Agent receives an objection or receives conflicting demands, Escrow Agent shall have the right to do either of the following: (i) interplead the funds into a court of competent jurisdiction in Hillsborough County, New Hampshire (the cost of doing so to be deducted from the funds but shared equally between the parties) and the parties shall thereafter be free to pursue their rights at law or in equity with respect to the disbursement of the funds and the Escrow Agent shall be fully released and discharged from its duties and obligations under this Agreement; or (ii) resign and transfer the funds to a replacement escrow agent reasonably satisfactory to Buyer and Seller. Upon the transfer of funds to such replacement escrow agent, the Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement.

(b) The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence.

22. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

23. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

24. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to approval by G&C.

25. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

26. Entire Agreement. This Agreement contains entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

27. Governing Law. This Agreement is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Page Follows]

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

SELLER:

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

Dawn Howe
Witness

By: *Vicki V. Quiram*
Vicki V. Quiram, Commissioner

BUYER:

LUBAVITCH OF NEW HAMPSHIRE

Witness

By: _____
Rabbi Levi Krinsky, President

ESCROW AGENT:

THE NORWOOD GROUP, INC.

Witness

By: _____
Name:
Its:

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

SELLER:

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

Witness

By: _____
Vicki V. Quiram, Commissioner

BUYER:

LUBAVITCH OF NEW HAMPSHIRE

William J. Konton
Witness

By: [Signature]
Rabbi Levi Krinsky, President

ESCROW AGENT:

THE NORWOOD GROUP, INC.

[Signature]
Witness

By: Kathleen Thurston
Name: KATHLEEN THURSTON
Its: TREASURER

ADDENDUM TO PURCHASE AND SALE AGREEMENT

This Addendum to that certain Purchase and Sale Agreement dated July 29, 2016 (the "Agreement") by and between the **STATE OF NEW HAMPSHIRE**, by and through its Department of Administrative Services, having an address of Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (the "Seller"), and **LUBAVITCH OF NEW HAMPSHIRE**, a New Hampshire nonprofit corporation having an address of 7 Camelot Place, Manchester, New Hampshire 03104 (the "Buyer"), amends the Agreement as set forth herein.

1. The Parties to the Agreement hereby agree to extend the Due Diligence Period as defined in Section 2(a) of the Agreement through January 16, 2017.
2. The Parties acknowledge that the Seller has agreed to allow the Buyer to extend the Land Use Contingency Period as defined in Section 7(a) of the Agreement through January 16, 2017.
3. Except as amended hereby, the Agreement remains in full force and effect and is hereby affirmed by the Parties.

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

SELLER:

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

Dated: November 15, 2016

By: *Vicki V. Quiram*
Vicki V. Quiram, Commissioner

BUYER:

LUBAVITCH OF NEW HAMPSHIRE

By: _____
Rabbi Levi Krinsky, President

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3. Except as amended hereby, the Agreement remains in full force and effect and is hereby affirmed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year ~~first above~~ ^{below} written.

SELLER:

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

Dated: November 15, 2016

By: 
Vicki V. Quiram, Commissioner

BUYER:

LUBAVITCH OF NEW HAMPSHIRE

By: 
Rabbi Levi Krinsky, President

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 LUBAVITCH OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 01, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 145040



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of January A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**LUBAVITCH OF NEW HAMPSHIRE
CERTIFICATE OF INCUMBENCY AND AUTHORITY**

I, Rabbi Levi Krinsky, being the President of LUBAVITCH OF NEW HAMPSHIRE, a New Hampshire non-profit corporation (the "Corporation"), do hereby certify as follows:

1. I am the duly qualified and elected/appointed President of the Corporation.
2. The Corporation has been duly and properly authorized to take all actions necessary or desirable to purchase the land, buildings, and other improvements located at 1234 River Road, Manchester, New Hampshire (the "Property") from the State of New Hampshire (the "State"), including, without limitation, meeting all of the obligations of the Corporation as "Buyer" under a certain Purchase and Sale Agreement with the State dated July 29, 2016 setting forth the terms and conditions of said purchase.
3. I, as the President of the Corporation, have been duly and properly authorized to bind the Corporation, to take such actions on behalf of the Corporation as may be necessary or desirable to fulfill all of the obligations of the Buyer under said Purchase and Sale Agreement in accordance with its terms, and to deliver and/or execute such other documents and take such other actions on behalf of the Corporation as I may deem, in my sole discretion, to be necessary or desirable to consummate the transactions contemplated thereby and hereby.
4. Any and all prior actions taken by me on behalf of the Corporation in furtherance of, or in connection with, the transactions contemplated hereby and by said Purchase and Sale Agreement, including, without limitation, the execution of said Purchase and Sale Agreement, have been ratified and affirmed as the duly and properly authorized actions of the Corporation.

Executed this 27 day of JANUARY 2017.



Rabbi Levi Krinsky

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES**

EXCLUSIVE LISTING AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 (“SELLER”), hereby grants to the undersigned THE NORWOOD GROUP, INC. (DBA “NAI Norwood Group”), a Delaware corporation having an address of 116-G South River Road, Bedford, New Hampshire 03110 (“AGENT”), effective as of the date upon which both parties have executed this Agreement (the “EFFECTIVE DATE”), in consideration of AGENT’S agreement to list, market, and promote the sale of real property located at **1234 River Road, Manchester, New Hampshire**, owned by SELLER, primarily consisting of approximately 2.14 acres of land, a single story wood frame building with approximately 7,976 square feet of space, and a 6,000 square foot (more or less) paved driveway and parking area (Tax Map 420, Lot 1C), shown as “Proposed Lot 1C” on Sheet 2 of that certain plan entitled “Subdivision Plat prepared for State of NH Division for Juvenile Justice Services, Project Location: Map 420, Lot 1, 1234 River Road, Manchester, NH” dated March 2, 2015, revised May 20, 2015, prepared by Richard D. Bartlett & Associates, LLC, and recorded in the Hillsborough County Registry of Deeds as Plan Number 38568 (the “Plan”), and including any other property, real or personal, subsequently added thereto (the “PROPERTY”), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of **Six Hundred Thousand Dollars (\$600,000.00)** 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 or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of six percent (6%) of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for six (6) months, commencing on the EFFECTIVE DATE and ending on the date six (6) months thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed one (1) year. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. “Procurement” shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement.

AGENT’S initials



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

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

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

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.
- (c) AGENT may only represent SELLER in the marketing and sale of the PROPERTY. AGENT shall not represent any buyer, prospective buyer, or any other party other than SELLER with respect to the PROPERTY so long as this Agreement remains in effect.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) SELLER may provide keys to any building(s) to AGENT. If keys are provided, then AGENT has permission to access such building(s) for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with SELLER in advance. Either AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.

AGENT'S initials 

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

7. ADDITIONAL PROVISIONS.

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

AGENT'S initials

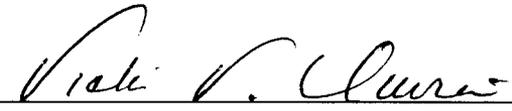


- (e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the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

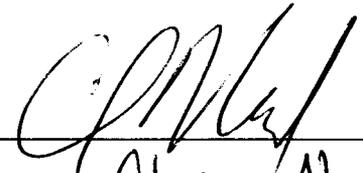
AGENT'S initials 

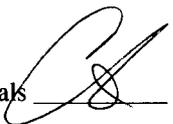
THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

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

By:  Date: 5/5/16
Vicki V. Quiram, Commissioner

THE NORWOOD GROUP, INC. ("AGENT")

By:  Date: 5/3/16
Name (print): Chris Norwood
Title (print): President

AGENT'S initials 

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "THE NORWOOD GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2016.



791722 8300

SR# 20166342287

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203234774

Date: 10-27-16

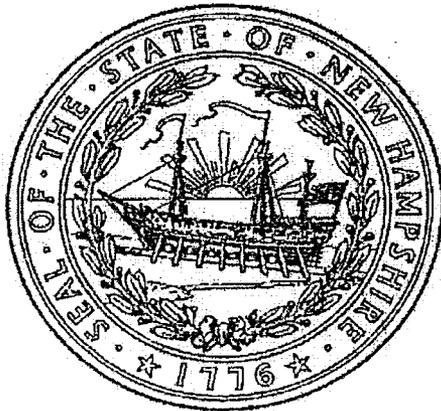
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NORWOOD GROUP, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 05, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2795



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2016.

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

William M. Gardner
Secretary of State

The Norwood Group, Inc.
116 South River Road
Bedford, New Hampshire 03110

Certificate of Authority

I, Christopher Norwood, President of The Norwood Group, Inc., certify to the following:

In regard to the property located at 1234 River Road, Manchester, New Hampshire:

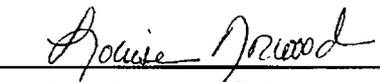
- a. The Norwood Group, Inc. was duly authorized to enter into the marketing agreement for this property;
- b. As President, I was authorized to sign the agreement on behalf of The Norwood Group, Inc.; and
- c. All actions taken on behalf of the corporation prior to the date of the certificate in furtherance of marketing the property are ratified and affirmed as the duly authorized acts of the corporation, including the execution of the 2016 marketing agreement.
- d. As President of the corporation, I am authorized to take any other actions on behalf of the corporation in furtherance of the marketing of the property as I in my sole discretion deem necessary or desirable.

Date: 1/20/17



Christopher Norwood, President
The Norwood Group, Inc.

Affirmed by:
Date: 1/20/17



Louise Norwood, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Annette Kowalczyk, CIC PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: Annette@infantine.com															
INSURED The Norwood Group, Inc. Building A Associates 116 South River Road Bedford NH 03110		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Western Ins Co</td> <td>10804</td> </tr> <tr> <td>INSURER B: Acadia Ins Co.</td> <td>31325</td> </tr> <tr> <td>INSURER C: Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Western Ins Co	10804	INSURER B: Acadia Ins Co.	31325	INSURER C: Union Insurance Company	25844	INSURER D: Endurance American Specialty Ins Co		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16-17 All lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA005760327	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liab \$ 100,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA005760227	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUA005762427	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WCA035663216 (3a.) NH Karl & Louise Norwood excluded	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Errors & Omissions		PRO10004029003	6/15/2016	6/15/2017	Limit of Insurance 1,000,000 Aggregate 2,000,000

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

Re: Verification of Insurance Coverage

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire New Hampshire Dept of Admin Svcs 25 Capital Street Room 212 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathy Sousa/JSC <i>Kathleen A Sousa</i>
--	--

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