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July 20, 2021

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 188-F:6, XIII-a, authorize the Community College System of New Hampshire ("CCSNH") to transfer three properties in Berlin, New Hampshire, as set forth more fully below, effective upon Governor and Executive Council approval.

Pursuant to RSA 188-F:6, XIII-a, CCSNH requests authorization to:

1. Sell buildings and land located at Route 16, Riverside Drive in Berlin, NH for \$535,900;
2. Sell land and improvements on Cates Hill Road in Berlin, NH for \$50,500;
3. Convey to the City of Berlin, through a boundary adjustment, a parcel of land on Cates Hill Road in order to correct a current encroachment of a city water works.

EXPLANATION

New Hampshire RSA 188-F:6, XIII-a allows CCSNH to sell real property with the prior approval of the long-range capital planning and utilization committee and the governor and council, provided that the state shall retain the right of first refusal in any proposed sale of real property. This statute applies to real property of CCSNH acquired prior to the effective date of the section, which includes the three items above. Exhibit A.

The long range capital planning and utilization committee approved the requests on June 21, 2021. Exhibit B.

None of the properties proposed to be transferred are necessary for CCSNH's core mission. CCSNH found each buyer through a brokered and competitive process.

Additional details for each of the requested actions is set forth below, with applicable exhibits enclosed.

Sale of Route 16, Riverside Drive, Berlin, New Hampshire. On March 17, 2021, CCSNH entered into a conditional sale contract with Paul Ouellette (the "Ouellette PSA") to acquire land and improvements on Route 16, Riverside Drive in Berlin (the "Riverside Property"). The sale is specifically conditioned on satisfaction by CCSNH of the statutory requirements applicable to it in connection with such sales, including governor and council approval. A copy of the Ouellette PSA is attached as Exhibit C. Mr. Ouellette has agreed to purchase the Riverside Property for \$535,900. CCSNH had received a valuation of the Riverside Property from Ernest Toumpas of Capital Appraisal Associates dated as of March 12, 2021, showing a value of \$390,000. ReMax Northern Edge Realty assisted CCSNH with the sale.

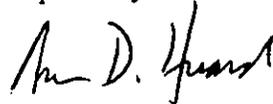
Sale of Cates Hill Road, Berlin, New Hampshire. On March 25, 2021, CCSNH entered into a conditional sale contract with Barry Kelley (the "Kelley PSA") to acquire land and improvements on Cates Hill Road in Berlin (the "Cates Property"). The sale is specifically conditioned on satisfaction by CCSNH of the statutory requirements applicable to it in connection with such sales, including governor and council approval. A copy of the Kelley PSA is attached as Exhibit D. Mr. Kelley has agreed to purchase the Cates Property for \$50,500. CCSNH had received a valuation of the Cates Property from Ernest Toumpas of Capital Appraisal Associates dated as of March 12, 2021, showing a value of \$43,000. ReMax Northern Edge Realty assisted CCSNH with the sale.

Boundary Agreement with the City of Berlin, Water Works. The City of Berlin, Water Works department, has asked CCSNH to enter into a boundary agreement to accommodate a water basin that the City installed on Cates Road. The City owns a small parcel on Cates Hill Road. The lot is shown on the survey attached as Exhibit E, highlighted. The plan also shows a water reservoir that the City installed. The City had intended to install the water reservoir on its parcel, but mislocated it slightly to the west. CCSNH proposes to convey to the City additional land so that the water reservoir is fully located on City land, solving a current encroachment issue. CCSNH would complete this transfer before the sale to Mr. Ouellette.

CCSNH is coordinating its efforts on these transfers with Mr. Jared Nylund who is the Real Property Asset Manager with New Hampshire Department of Administrative Services (DAS). Mr. Nylund is coordinating the delivery by the State of New Hampshire of confirmatory deeds on all CCSNH properties in, among other locations, Berlin, New Hampshire, including the properties listed above. CCSNH understands that DAS is submitting the confirmatory deeds for approval as a separate agenda item. This will allow title to the parcels to be more readily transferable to third parties. Mr. Nylund has also confirmed the State is not exercising its right of first refusal and has confirmed with the State of New Hampshire Attorney General that the State's right of first refusal applies only to the sale by CCSNH of its properties, but not to subsequent sales by third parties who acquire from CCSNH.

In sum, CCSNH respectfully requests the council approve the above transfers in order to meet the requirements of RSA 188-F:6, XIII-a.

Respectfully submitted,



Susan Huard
Interim Chancellor, CCSNH

EXHIBIT A
Statutory References

In transferring all real property used by the former department of regional community-technical colleges, the legislature vested all authority and control *over* the property to the CCSNH Board of Trustees. The only right the State reserved is the right of first refusal in any proposed sale of the real property. All proceeds whether sold to the State under the right to first refusal or to another party go to CCSNH.

The relevant statutory language provides:

RSA 188-F:1-a Transfer Authorized. -All functions, powers, duties, books, papers, records, and property of every kind, tangible and intangible, real and personal, possessed, controlled, or used by the former department of regional community-technical colleges as of the effective date (August 2011) of this section are hereby transferred to and vested in the board of trustees of the community college system of New Hampshire established in RSA 188-F:4. Nothing in this section shall transfer real property commonly associated with the McAuliffe-Shepard discovery center or the police standards and training council. RSA 188-F:6 Authority of the Board of Trustees.

The trustees shall have the management and control of all the property and affairs of the community college system, all of its colleges, divisions, and departments. In addition to this authority, the trustees are authorized to:

XIII-a. Enter into a contract for the sale of real property with the prior approval of the long range capital planning and utilization committee and governor and council, provided that the state shall retain the right of first refusal in any proposed sale of real property. This paragraph shall not apply to real property acquired by the community college system of New Hampshire after the effective date of this paragraph.

EXHIBIT B

Long Range Capital Planning & Utilization
Committee Quick Results Approving Item #21-026

**LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
QUICK RESULTS
MEETING JUNE 21, 2021**

APPROVED ITEMS

Tab	Statute	Item #
#3	RSA 4:39-b	LRCP 21-015, 21-021
	RSA 4:39-c	LRCP 21-016, 21-017, 21-018, 21-020, 21-022, 21-024
	RSA 4:39-d	LRCP 21-023
	RSA 1:88-F:6, XIII-a	LRCP 21-026

EXHIBIT C
Ouellette PSA

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of this 17th day of March, 2021 (the "Effective Date"), is made by and between the Community College System of New Hampshire ("Seller") with an address at 26 College Drive, Concord, New Hampshire 03301, and Paul Ouellette ("Purchaser") with an address of 545 Milan Hill Road, Milan NH 03588.

RECITALS:

Seller desires to sell certain improved real property located at Route 16 Riverside Drive, Berlin, New Hampshire, and Purchaser desires to purchase such property.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. The Property.

1.1 Description. Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller's right, title, and interest in and to the following (collectively, the "Property"):

1.1.1 Certain land (the "Land") located at Route 16 Riverside Drive, Berlin, New Hampshire and more specifically described in **Exhibit 1.1.1** attached hereto;

1.1.2 The buildings, parking areas; improvements, and fixtures, which are now situated on the Land (the "Improvements");

1.1.3 All easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land, if any;

1.1.4 All of Seller's assignable and transferable right, title and interest, if any, in and to the land in, under and to any Land in any street or road abutting the Land.

1.2 "As-Is" Purchase. The Property is being sold in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and of Closing (as defined in Section 2.3). Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any trustees, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of Seller as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; (v) whether the Property

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contains asbestos, mold, fungus or harmful or toxic substances or pertaining to the extent, location or nature of same; or (vi) any other matter related in any way to the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits annexed hereto, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the Exhibits annexed hereto.

Subject to Section 11.16, Purchaser waives its right to recover from, and forever releases and discharges Seller, Seller's affiliates, Seller's trustees, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "**Releasees**") from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "**Claims**"), that may arise on account of or in any way be connected with the Property, the physical condition thereof, or any law or regulation applicable thereto (including, without limitation, claims under Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. 1801 *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*), the Federal Clean Water Act (33 U.S.C. Section 1251 *et seq.*), the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*), each as the same may be amended from time to time ("**Environmental Laws**"). Subject to Section 11.16, without limiting the foregoing, Purchaser, upon Closing (as hereinafter defined), shall be deemed to have waived, relinquished and released Seller and all other Releasees from any and all Claims, matters arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters affecting the Property. As part of the provisions of this Section 1.2, but not as a limitation thereon, Purchaser hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Purchaser hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations. Purchaser agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Property be required after the date of Closing, such clean-up, removal or remediation shall not be the responsibility of Seller.

Notwithstanding anything to the contrary contained in this Section 1.2, Purchaser's covenants, agreements, releases and waivers contained herein, shall not substitute Purchaser liability or responsibility for Seller liability or responsibility, if any, with regard to any claim or assertion by any governmental agency or third party regarding violations of Environment Laws regarding the Property first occurring prior to Closing.

1.3 Agreement to Convey. Pursuant to RSA 188-F:6, XIII-a, sale of the property is subject to a right of first refusal held by the State of New Hampshire and the prior

approval of the long-range capital planning and utilization committee and governor and council. At Closing, Seller agrees to convey, and Purchaser agrees to accept, title to the Property by a quitclaim deed (the "Deed") in the condition described in Section 3.4.

2. Price and Payment.

2.1 Purchase Price. The purchase price for the Property (the "Purchase Price") is Five Hundred Thirty-Five Thousand and Nine Hundred Dollars (\$535,900.00).

2.2 Payment. Payment of the Purchase Price is to be made in cash as follows:

2.2.1 Purchaser shall make an earnest money deposit with ReMax Northern Edge Realty (the "Escrow Agent") of Twenty Thousand Dollars (\$20,000), paid at the time of execution of this Agreement (the "Deposit").

2.2.2 The Deposit will be placed with and held in escrow by the Escrow Agent in a client's trust account, in immediately available funds. Except as otherwise provided in this Agreement, the Deposit will be applied to the Purchase Price at Closing.

2.2.3 At Closing, Purchaser shall pay Seller the balance of the Purchase Price, subject to adjustment for the prorations as provided herein, by wire of immediately available funds.

2.3 Closing. Payment of the Purchase Price and the closing hereunder (the "Closing") will take place on or before May 20, 2021 (provided Purchaser does not terminate this Agreement prior to such date) (the "Closing Date"). The Closing will take place at the offices of ReMax Northern Edge Realty, at 12:00 p.m. Eastern time or at such other time and place as may be agreed upon in writing by Seller and Purchaser. Funds shall be deposited by the wired funds into and held by the Escrow Agent. Upon satisfaction or completion of all closing conditions and deliveries, the Escrow Agent shall promptly record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

3. Inspections and Approvals.

3.1 Inspections.

3.1.1 Commencing on the Effective Date through the Approval Date (as defined in Section 3.5 hereof) and subject to the limitations set forth in Section 3 hereof, Seller agrees to allow Purchaser and Purchaser's engineers, architects, employees, agents and representatives (collectively, "Purchaser's Agents") reasonable access, during normal business hours, to the Property and to the records, if any, maintained by Seller during normal business hours. Such access shall be solely for the purposes of (i) reviewing contracts and any records relating thereto, if any; (ii) reviewing records relating to operating expenses, if any; and (iii) inspecting the physical condition of the Property and conducting non-intrusive physical or environmental inspections of the Property. Purchaser shall not conduct or allow any physically intrusive testing of, on or under the

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Property without first obtaining Seller's written consent which consent may be withheld in Seller's sole and absolute discretion.

3.1.2 Purchaser agrees that, in making any non-intrusive physical or environmental inspections of the Property, Purchaser and all of Purchaser's Agents entering onto the Property shall carry not less than One Million Dollars (\$1,000,000) comprehensive general liability insurance insuring all activity and conduct of Purchaser and such representatives while exercising such right of access and providing Seller with a certificate of such insurance. Purchaser represents and warrants that it carries not less than One Million Dollars (\$1,000,000) commercial general liability insurance with contractual liability endorsement which insures Purchaser's indemnity obligations hereunder, and will provide Seller with written evidence of same prior to entry on the Property.

3.1.3 Purchaser agrees that in exercising its right of access hereunder, Purchaser will use and will cause Purchaser's Agents to use their best efforts not to interfere with the activity of any persons occupying or providing service at the Property. Purchaser shall, at least forty-eight (48) hours prior to inspection, give Seller written notice of its intention to conduct any inspections, so that Seller shall have an opportunity to have a representative present during any such inspection, and Seller expressly reserves the right to have such a representative present. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to provide Seller with a copy of any and all information, materials and data including, without limitation, Proprietary Information (as hereinafter defined) that Purchaser and/or Purchaser's Agents discover, obtain or generate in connection with or resulting from its inspection of the Property and work under Section 3.1 hereof, including, but not limited to, any written work product pertaining to those items set forth in Section 3.1.4(a) below; provided, however, unless specifically requested by Seller, Purchaser shall not deliver to Seller the results of any environmental inspections of the Property performed by, or on behalf of Purchaser. Any such information, material or data provided by, or on behalf of, Purchaser, its affiliates or Purchaser's Agents shall be provided without any representation or warranty of any kind or nature.

3.1.4 Unless Seller specifically and expressly otherwise agrees in writing, Purchaser agrees that (a) the results of all inspections, analyses, studies and similar reports relating to the Property prepared by or for Purchaser utilizing any information acquired in whole or in part through the exercise of Purchaser's inspection rights; and (b) all information regarding the Property of whatsoever nature made available to Purchaser by Seller or Seller's agents or representatives (the "Proprietary Information") is confidential and shall not be disclosed to any other person except those assisting Purchaser with the transaction, or Purchaser's lender, if any, and, except as to any lending institution, then only upon Purchaser making such persons aware of the confidentiality restriction and procuring such persons' agreement to be bound thereby and except as required by law. Purchaser agrees not to use or allow to be used any Proprietary Information for any purpose other than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of

the Property post-Closing. Notwithstanding any other term of this Agreement, the provisions of this Section 3.1.4 shall survive Closing or the termination of this Agreement.

3.1.5 Purchaser shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property which results from any inspections conducted by or on behalf of Purchaser. All inspections shall be conducted at Purchaser's sole cost and expense and in strict accordance with all requirements of applicable law.

3.1.6 Except as expressly set forth herein, Seller makes no representations or warranties as to the truth, accuracy, existence, completeness, methodology of preparation or otherwise concerning any engineering or environmental reports offering materials, financial statements and data, including, without limitation operating expenses and cash flow statements, the Proprietary Information or any other materials, data or other information that may be supplied to Purchaser in connection with Purchaser's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that such materials are all of such materials as are in Seller's possession). It is the parties' express understanding and agreement that any materials which Purchaser is allowed to review are provided only for Purchaser's convenience in making its own examination and determination prior to the Approval Date as to whether it wishes to purchase the Property, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Purchaser expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

3.1.7 PURCHASER AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND, AND HOLD SELLER AND THE RELEASEES FREE AND HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, LIEN, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF A BREACH OF THE FOREGOING AGREEMENTS BY PURCHASER IN CONNECTION WITH THE INSPECTION OF THE PROPERTY, OR OTHERWISE FROM THE EXERCISE BY PURCHASER OR PURCHASER'S AGENTS OF THE RIGHT OF ACCESS UNDER THIS SECTION 3.1 (COLLECTIVELY, "**PURCHASER'S INDEMNITY OBLIGATIONS**"). THIS SECTION 3.1.7 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

3.1.8 Purchaser shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Purchaser or Purchaser's Agents with respect to any inspection or testing of the Property. If any such lien at any time shall be filed, Purchaser shall cause the same to be discharged of record within ten (10) days thereafter by satisfying the same or, if Purchaser, in its discretion and in good faith determines that such lien should be contested, by recording a bond. Failure by Purchaser to discharge such lien shall be a material breach by Purchaser of this Agreement.

3.2 Title and Survey. At the Purchaser's option, Purchaser may obtain a title examination of the Property (the "Title Examination"). Purchaser shall have twenty (20) days after the Effective Date (the "Title Notice Date") to provide written notice to Seller of any matters shown by the Title Examination or matters shown on any survey Purchaser may elect to perform (the "Survey") which are not satisfactory to Purchaser, which notice (the "Title Notice") must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove or amend the objections stated in the Title Notice (collectively, the "Title Objections"). The parties shall then have until the Approval Date (as hereinafter defined) (the "Cure Date") to make such arrangements or take such steps as they shall mutually agree to satisfy the Title Objections; provided, however, that Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any Title Objections, and Seller shall not be deemed to have any obligation to cure unless Seller expressly undertakes such an obligation by a written notice to or written agreement with Purchaser given or entered into within five (5) business days of Seller's receipt of the Title Notice, and which recites that it is in response to a Title Notice. Seller's failure to respond to Purchaser's Title Objections within the time period set forth herein shall be deemed an election by Seller not to remove or cure such Title Objections. Purchaser's sole right with respect to any Title Objection that Seller elects (or is deemed to have elected) not to cure shall be to elect on or before the Cure Date to terminate this Agreement (other than continuing obligations under Sections 3.1.4 and 3.1.7 that survive the Closing or termination of this Agreement) (herein called the "Surviving Obligations") and to receive a refund of the Deposit. All matters shown on the Title Examination (or any update thereof) and/or Survey and any update thereof with respect to which Purchaser fails to give a Title Notice on or before the last date for so doing, or with respect to which a timely Title Notice is given but Seller fails to undertake an express obligation to cure as provided above, shall be deemed to be approved by Purchaser and a "Permitted Encumbrance" as provided in Section 3.4 hereof, subject, however, to Purchaser's termination right provided in Section 3.5 hereof.

Notwithstanding anything contained herein to the contrary, Seller at its sole cost and expense on or before the Closing shall remove of record (or bond around in a manner reasonably satisfactory to Purchaser) any mortgage, deed of trust, or financing statement granted by Seller which encumbers the Land.

3.3 [Reserved.]

3.4 Permitted Encumbrances. Unless Purchaser terminates this Agreement pursuant to Sections 3.2 or 3.5 hereof following its opportunity fully to inspect the Property, the state of title thereto and all other matters relating to the Property, including its feasibility for Purchaser's intended use, Purchaser shall be deemed to have approved and to have agreed to purchase the Property subject to the following:

3.4.1 All encumbrances to title shown in the Title Examination (or any update thereof) or matters shown on the Survey (or update thereof) which Purchaser has approved or is deemed to have approved pursuant to Section 3.2 hereof;

3.4.2 Any lien of real and personal property taxes and assessments; and

3.4.3 Easements or claims of easements not shown by the public records.

All of the foregoing are referred to herein collectively as "Permitted Encumbrances."

3.5 Purchaser's Right to Terminate. If, as a result of its various investigations, Purchaser determines, in its sole discretion, not to proceed with the purchase of the Property, Purchaser shall have the right by giving Seller and Escrow Agent written notice (the "Termination Notice") on or before May 14, 2021 (the "Approval Date") to terminate its obligation to purchase the Property. If the Termination Notice is timely given, Seller shall direct the Escrow Agent to promptly return the Deposit to Purchaser and neither party shall have any further liability hereunder except for the Surviving Obligations. If the Termination Notice is not timely given, Purchaser shall have no further right to terminate this Agreement under this Section 3.5.

4. Seller's Covenants for Period Prior to Closing.

Until Closing, Seller or Seller's agent shall:

4.1 Insurance. Keep the Property insured under its current policies against fire and other hazards covered by extended coverage endorsement and commercial general liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

4.2 Operation. Maintain the Property substantially in accordance with Seller's current practices with respect to the Property, normal wear and tear excepted.

4.3 Seller Records. Seller shall provide copies of any building plans, sprinkler utility records, insurance inspections, and municipal inspections as well as maintenance records in Seller's possession, if any, within two (2) business days of executing this Agreement.

5. Representations and Warranties.

5.1 By Seller. Seller represents and warrants to Purchaser as follows:

5.1.1 Seller is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of New Hampshire, RSA chapter 188-F, is authorized to do business in the State of New Hampshire, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of its organizational documents.

5.1.2 To Seller's actual knowledge, performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement to which Seller is a party.

5.1.3 Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 the Internal Revenue Code of 1986, as amended (hereinafter, the "Code").

5.1.4 As of the Effective Date, Seller is not the lessor under any lease affecting the Property. To Seller's actual knowledge, as of the Effective Date, there are no parties

in possession of, or claiming any possession to, any portion of the Land and Improvements other than Seller.

5.2 By Purchaser. Purchaser represents and warrants to Seller as follows:

5.2.1 Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire and is authorized to do business in the State of New Hampshire, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of its organizational documents.

5.2.2 Purchaser is acting as principal in this transaction with authority to close the transaction.

5.2.3 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending against or contemplated by Purchaser.

5.2.4 Purchaser acknowledges that, by the Approval Date, Purchaser will have had sufficient opportunity to inspect the Property fully and completely at its expense in order to ascertain to its satisfaction the extent to which the Property complies with applicable zoning, building, environmental, health and safety and all other laws, codes and regulations.

5.2.5 Purchaser acknowledges that, by the Approval Date, Purchaser will have had sufficient opportunity to review expenses and other matters relating to the Property in order to determine, based upon its own investigations, inspections, tests and studies, whether to purchase the Property.

5.2.6 Unless otherwise disclosed to Seller in writing, neither Purchaser nor any affiliate of or principal in Purchaser is other than a citizen of, or partnership, corporation or other form of legal person domesticated in, the United States of America.

5.3 Mutual. Each of Seller and Purchaser represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. The terms and provisions of this paragraph shall survive Closing hereunder.

6. Costs and Prorations.

6.1 Purchaser's Costs. Purchaser shall pay the following costs of closing this transaction:

6.1.1 The fees and disbursements of its counsel, inspecting architect and engineer and any other consultants engaged by Purchaser, if any;

6.1.2 All costs relating to any Survey obtained by the Purchaser;

6.1.3 Any and all sales or use taxes relating to the transfer of personal property to Purchaser and any general real estate taxes or special assessments due in accordance with Section 6.4;

6.1.4 All costs of undertaking the Title Examination;

6.1.5 Any and all recording fees; and

6.1.6 Any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction.

6.2 Seller's Costs. Seller shall pay the following costs of closing this transaction:

6.2.1 The fees and disbursements of Seller's counsel.

6.3 [not standard to pro-rate utility charges] Taxes. Seller is exempt from paying the real estate transfer tax pursuant to RSA chapter 78-B. Purchaser is not exempt from the real estate transfer tax, and Purchaser shall pay its respective share of the transfer tax. Real estate taxes due and owing on the Property before the Closing (if any) shall be the sole obligation of Seller.

6.4 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom in the county in which the Land is located. All proration shall be made on a 365-day calendar year basis, based on the actual number of days in the applicable month.

6.5 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of proration and apportionments set forth in this Section 6 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing Date and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

7. Damage, Destruction or Condemnation.

7.1 Material Event. If, prior to Closing, (i) the buildings on the Property are damaged and the cost of repair exceeds \$500,000.00 (as reasonably determined by Seller and its contractors in consultation with Purchaser) or (ii) the Property is taken under power of eminent domain, or eminent domain proceedings are commenced, and such taking when consummated would (a) result in a loss or repair exceeding \$500,000.00 (as reasonably determined by Seller and its contractors in consultation with Purchaser), or (b) result in the Property no longer being in compliance with applicable law (any such event in the foregoing clauses (i) or (ii)(a) or (b), a "Material Event"), Purchaser may elect to terminate this Agreement by giving written notice of its election to Seller within seven (7) business days after receiving written notice from Seller of such destruction, taking or commencement or taking proceedings, as applicable. If Purchaser does not give such written notice within such seven (7) business day period, this transaction shall be consummated on the Closing Date and at the Purchase Price provided for in Section 2 hereof, and Seller will assign to Purchaser the physical damage proceeds of any insurance policy(ies) payable to Seller, or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase Price (and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss), less any amounts (the "Reimbursable Amounts") theretofore actually and reasonably expended or incurred by or for the account of Seller (y) in adjusting any insurance claim or negotiating and/or obtaining any condemnation award (including, without limitation, reasonable attorneys' fees and expenses) and/or (z) for the cost of any compliance with laws, protective restoration or emergency repairs made by or on behalf of Seller (to the extent Seller has not theretofore been reimbursed by its insurance carriers for such expenditures).

7.2 Immaterial Event. If, prior to Closing, the Property is subject to a casualty or a condemnation event that is not a Material Event, Purchaser shall close this transaction on the Closing Date and at the Purchase Price agreed upon in Section 2 hereof, and Seller will assign to Purchaser the physical damage proceeds of any insurance policies payable to Seller, or Seller's rights to any portion of any condemnation award, in both cases, up to the amount of the Purchase Price (and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss), in each case less any Reimbursable Amounts.

7.3 Termination and Return of Deposit. If Purchaser elects to terminate this Agreement pursuant to this Section 7, and if Purchaser is not, on the date of such election, in default under the Agreement, Seller shall promptly direct the Escrow Agent to return the Deposit to Purchaser, and neither party shall have any further liability hereunder except for the Surviving Obligations.

8. Notices.

Any notice required or permitted to be given hereunder shall be deemed to be given when hand delivered or one (1) business day after pickup by UPS, Federal Express, or similar overnight express service, or by E-mail (only as provided below) in either case addressed to the parties at their respective addresses referenced below:

If to Seller: Community College System of New Hampshire
26 College Drive
Concord, New Hampshire 03301
Attention:
Telephone:
E-mail:

With a copy to: [Name]
[Address]
Attention:
Telephone:
E-mail:

If to Purchaser: Paul Ouellette
545 Milan Hill Road
Milan, New Hampshire 03588
Attention:
Telephone:
E-mail: paulouellette62@yahoo.com

With a copy to: [Name]
[Address]
Attention:
Telephone:
E-mail:

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Except for E-mail between 9:00 a.m. and 5:00 p.m. Eastern time on a business day that are followed up by an overnight courier delivery, telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

9. Closing and Escrow.

9.1 Escrow Instructions. Upon execution of this Agreement, the parties shall deliver an executed counterpart of this Agreement to the Escrow Agent to serve as the instructions to the Escrow Agent as the escrow holder for consummation of the transaction contemplated herein. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and the Title Company to comply with the terms of this Agreement; provided, however that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of the Agreement shall prevail.

9.2 Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each executed and, if required, acknowledged:

P.O.

9.2.1 The Deed to the Property, in the form attached hereto as **Exhibit 9.2.1**, subject to the matters set out in Section 3.4 and other matters subsequently approved by Purchaser or Purchaser's counsel.

9.2.2 An affidavit pursuant to the Foreign Investment and Real Property Tax Act in customary form.

9.3 Purchaser's Deliveries. At the Closing, Purchaser shall (i) pay Seller the Purchase Price.

9.4 Other Documentation. Seller and Purchaser, at the Closing, shall prepare, execute and deliver to each other, subject to all the terms and provisions of this Agreement, (a) a closing statement setting forth, inter alia, the closing adjustments and material monetary terms of the transaction contemplated hereby, and (b) such other instruments and documents as may be reasonably required to effectuate the consummation of the transactions described in this Agreement.

9.5 Possession. Purchaser shall be entitled to possession of the Property upon conclusion of the Closing.

9.6 Insurance. Seller shall terminate its policies of insurance as of noon on the Closing Date, and Purchaser shall be responsible for obtaining its own insurance thereafter.

10. Default; Failure of Condition.

10.1 Purchaser Default. If Purchaser shall become in breach of or default under this Agreement and the breach or default continues beyond the expiration of the cure period, if any, provided in Section 11.6 hereof, the Agreement shall terminate, the Deposit shall be retained by Seller as liquidated damages, and both parties shall be relieved of and released from any further liability, at law or in equity, hereunder except for the Surviving Obligations. Seller and Purchaser agree that the Deposit is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of Seller's removal of the Property from the market and the costs incurred by Seller and shall not constitute a penalty or a forfeiture.

10.2 Seller Default. If Seller shall refuse or fail to convey the Property as herein provided for any reason other than (a) a default by Purchaser and the expiration of the cure period, if any, provided under Section 11.6 hereof, (b) the existence of a Pending Default (as defined in and contemplated by Section 11.6), or (c) any other provision of this Agreement which permits Seller to terminate this Agreement or otherwise relieves Seller of the obligation to convey the Property, Purchaser shall elect as its sole and exclusive remedy hereunder either to (i) terminate the Agreement and recover the Deposit; or (ii) enforce Seller's obligations to convey the Property by filing suit for specific performance within thirty (30) days of Seller's default, provided that no such action in specific performance shall seek to require Seller to do any of the following: (1) change the condition of the Property or restore the same after any fire or other casualty; (2) subject to Section 10.3, below, expend money or post a bond to remove a title encumbrance or defect or correct any matter shown on a survey of the Property; or (3) secure any permit, approval, or consent with respect to the Property or Seller's conveyance of the Property. Purchaser expressly waives any right to receive damages as a result of Seller's default.

P.O.

10.3 Failure of Condition. If, prior to Closing, Seller discloses to Purchaser or Purchaser discovers that (i) title to the Property is subject to defects, limitations or encumbrances other than Permitted Encumbrances; or (ii) any representation or warranty of Seller contained in this Agreement is or, as of the Closing Date, will be untrue, then Purchaser shall promptly give Seller written notice of its objection thereto. In such event, Seller may elect to postpone the Closing for thirty (30) days and attempt to cure such objection, provided that Purchaser may not object to the state of title of the Property on the basis of matters set out in Section 3.4 above. The parties acknowledge and agree that Seller shall have no obligation to cure any objection within (i) or (ii) above. If Purchaser fails to waive any such objection within ten (10) days after notice from Seller that Seller will not cure the objection, this Agreement will terminate automatically and Seller shall promptly direct the Escrow Agent to return the Deposit to Purchaser, provided that Purchaser shall not be in default hereunder, and neither party shall have any liability to the other except for the Surviving Obligations.

11. Miscellaneous.

11.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

11.2 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.

11.4 Assignability. Except for an assignment to an affiliate of Purchaser that controls, is controlled by or is in common control with Purchaser on date no earlier than seven (7) days prior to Closing and with prior written notice to Purchaser, Purchaser may not assign this Agreement without first obtaining Seller's written consent. Any assignment in contravention of this provision shall be void. No assignment shall release the Purchaser herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Purchaser hereunder, as if the assignee were the original signatory hereto. If Purchaser requests Seller's written consent to any assignment, Purchaser shall (1) notify Seller in writing of the proposed assignment; (2) provide Seller with the name and address of the proposed assignee; (3) provide Seller with financial information including financial statements of the proposed assignee; and (4) provide Seller with a copy of the proposed assignment.

11.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

11.6 Breach. Should either party be in breach of or default under or otherwise fail to comply with any of the terms of this Agreement, except as otherwise provided in this Agreement, the complying party shall have the option to terminate this Agreement upon ten (10) days' written notice to the other party of the alleged breach, default or failure by such other party, and such other party's failure to cure such breach within such ten (10) day period. The non-defaulting party shall promptly notify the defaulting party in writing of any such alleged breach, default or failure upon obtaining knowledge thereof. The Closing Date shall be extended to the extent necessary to afford the defaulting party the full ten-day period within which to cure such breach, default or failure; provided, however, that the failure or refusal by a party to perform on the scheduled Closing Date (except in respect of a Pending Default by the other party) shall be deemed to be an immediate default without the necessity of notice; and provided further, that if the Closing Date shall have been once extended as a result of default by a party, such party shall be not be entitled to any further notice or cure rights with respect to that or any other default. For purposes of this Section 11.6, a "Pending Default" shall be a default for which (i) written notice was given by the non-defaulting party, and (ii) the cure period extends beyond the scheduled Closing Date.

11.7 [Reserved].

11.8 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

11.9 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11.10 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

11.11 Time of Essence. Time is of the essence in this Agreement and each and every provision hereof.

11.12 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

11.13 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

11.14 Proper Execution. The submission by Seller to Purchaser of this Agreement in unsigned form shall be deemed to be a submission solely for Purchaser's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Purchaser or impose any obligations upon Seller irrespective of any reliance thereon, change of position or partial performance. The submission by Seller of this Agreement for execution by Purchaser and the actual execution and delivery thereof by Purchaser to Seller shall similarly have no binding force and effect on Seller unless and until Seller shall have executed this Agreement and the Deposit shall have been received by the Escrow Agent and a counterpart thereof shall have been delivered to Purchaser.

11.15 Tax Protest. If, as a result of any tax protest or otherwise, any refund is paid or reduction of any real property or other tax or assessment is made available relating to the Property with respect to any period for which, under the terms of this Agreement, Seller is responsible, Seller shall be entitled to receive or retain such refund or the benefit of such reduction, as prorated in accordance with Section 6.6 less the equitable prorated costs of collection.

11.16 Survival and Limitation of Representations and Warranties; Seller's Knowledge. The representations and warranties set forth in this Agreement are made as of the date of this Agreement and are remade as of the Closing Date and Section 5.1 shall survive the Closing but written notification of any claim arising therefrom must be received by Seller within six (6) months of the Closing Date or such claim shall be forever barred and Seller shall have no liability with respect thereto. Upon Seller's receipt of written notification of any such claim, Seller shall first be afforded no less than thirty (30) days to cure any breach of Seller's representations and warranties prior to Purchaser's filing any claim in connection therewith. The aggregate liability of Seller for breach of any representations and warranties shall not exceed \$50,000.00 and recovery of actual damages up to that amount is Purchaser's sole and exclusive remedy for any such breach; provided, however, Seller shall have no liability to Purchaser for matters disclosed in writing by Seller or for which Purchaser obtained knowledge prior to Closing. In addition, Seller shall have no liability related to any representation or warranty made by Seller unless and until such liability exceeds \$15,000 in the aggregate, in which event Seller shall be liable for the entire amount and not just the portion in excess of \$15,000. For matters disclosed or discovered prior to Closing, Purchaser's sole rights and remedies shall be as set forth in Section 10.3. Whenever a representation or warranty is made in this Agreement on the basis of the best knowledge or knowledge of Seller or any other similar knowledge qualifier, such representation and warranty is made with the exclusion of any facts otherwise known or disclosed to Purchaser, and is made solely on the basis of the actual knowledge (and not constructive or imputed knowledge) and without inquiry or investigation of the signatory hereto (or any other officer, employee or agent of Seller); provided, however that the signatory hereto shall have no personal liability with respect to any such representation or warranty. The parties acknowledge and agree that the provisions of this Section 11.16 are a material inducement for Seller to enter into this Agreement and shall survive the Closing.

11.17 No Processing. Without Seller's prior written consent, until the Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof, or have any communications with any governmental agency or official relating to the condition (environmental or otherwise) of the Property.

11.18 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern time.

11.19 Limitation of Liability. Purchaser and Seller each hereby acknowledge and agree that in no event shall any trustee, officer or Agent of Seller or Purchaser ever be liable to the other as a result of a breach of this Agreement, and Purchaser and Seller agree to look solely to Seller for satisfaction of any claim, loss or damage, even if Seller or Purchaser is hereinafter dissolved.

11.20 Prohibited Persons and Transactions. Purchaser and Seller each with respect to itself represents that neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. The foregoing representations shall survive Closing and any termination of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement under seal on the date set forth below, effective as of the date set forth above.

SELLER: COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

By: _____
Susan Huard
Chancellor

PURCHASER: Paul Ouellette

By: Paul E. Ouellette
Paul Ouellette

Its: _____

An original, fully executed copy of this Agreement, together with the Deposit, has been received by the Escrow Agent this _____ day of _____, and by execution hereof the Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement.

ESCROW AGENT:

By: _____

P.O.

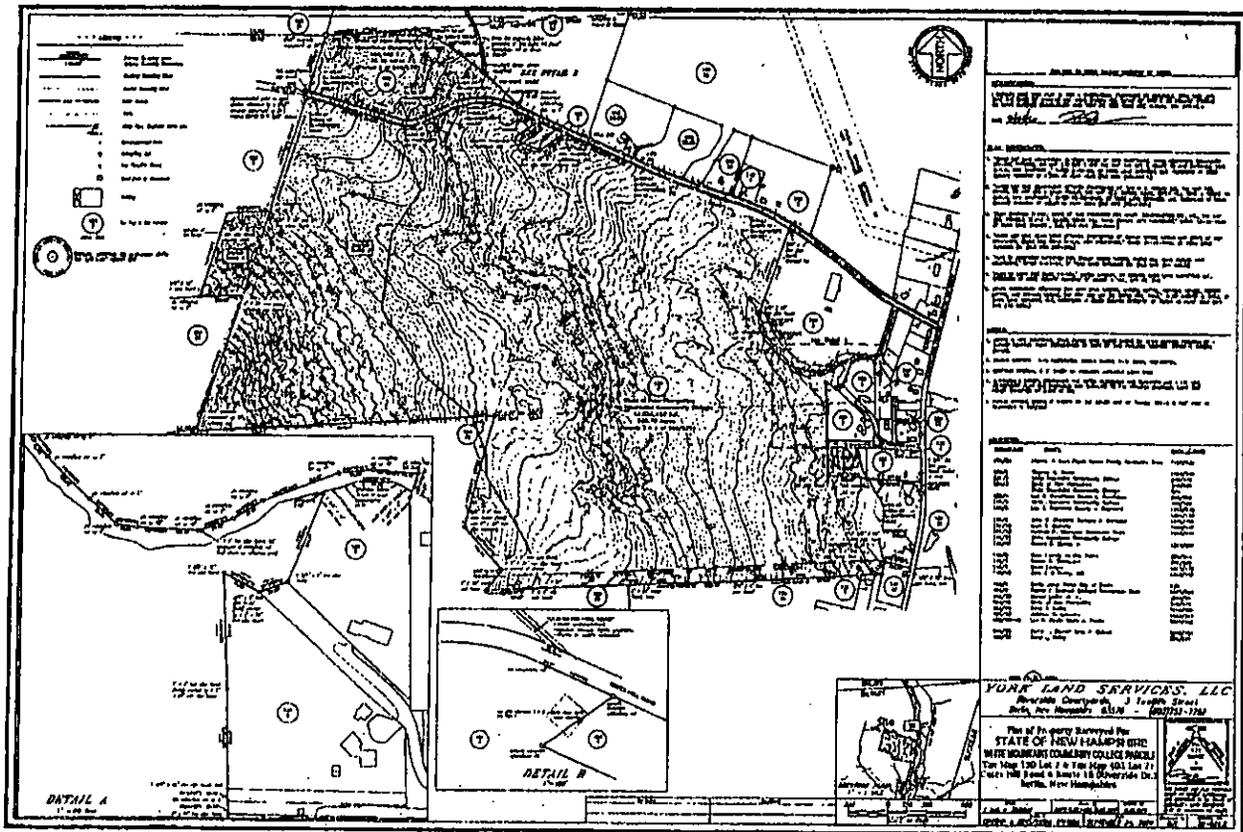


Exhibit 1.1.1

Property Location: 2021 RIVERSIDE DRIVE
 Vision ID: 4339

MAP ID: 000139 / 000002 / 000000
 Account # 000139000002000000 Bldg #: 1 of 1

Bldg Name:
 Sec #: 1 of 1 Card 1 of 1

State Used: 901R
 Print Date: 11/20/2020 10:52

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT													
WHITE MOUNTAINS COMMUNITY COLLEGE 2020 RIVERSIDE DRIVE BERLIN, NH 03570 Additional Owners:				1 Paved		Description	Code	Appraised Value	Assessed Value	1801 BERLIN, NH									
						EXEMPT	9010	247,300	247,300										
						EXEMPT	9010	138,800	138,800										
						EXEMPT	9010	36,800	36,800	VISION									
						Total		422,900	422,900										
SUPPLEMENTAL DATA		Other ID: 000139000002000000		MILE #/DATE ASKING \$		DOB		ASSOC PID#											
		Cards: 1		EXEMPT STATE		DOB													
		Bldg Area: 8922		Bldg RT Ave: 5125															
DIS ID:																			
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Yr	Code	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
WHITE MOUNTAINS COMMUNITY		548*/179	06/06/1972	U	1	0	35	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value			
								2019	9010	257,400	2018	9010	257,400	2017	9010	130,100			
								2019	9010	130,100	2018	9010	130,100	2017	9010	130,100			
								2019	9010	30,100	2018	9010	30,100	2017	9010	30,100			
								Total:		417,600	Total:		417,600	Total:		390,400			
EXEMPTIONS		OTHER ASSESSMENTS		This signature acknowledges a visit by a Data Collector or Assessor															
Year	Type	Description	Amount	Code	Description	Number	Amount	APPRaised VALUE SUMMARY											
Total:		ASSESSING NEIGHBORHOOD																	
NBHD SUB		NBHD Name		Street Index Name		Tracing		Appraised Bldg. Value (Card)				243,200							
0001A								Appraised XP (B) Value (Bldg)				4,100							
								Appraised OB (L) Value (Bldg)				36,800							
								Appraised Land Value (Bldg)				138,800							
								Special Land Value				0							
								Total Appraised Parcel Value				422,900							
								Valuation Method:				C							
								Adjustment:				0							
								Net Total Appraised Parcel Value				422,900							
NOTES:		UTILITY, ABOVE AVERAGE WORKMANSHIP, INT & EXT. NEED UPDATING. BARN ATTHD TO HSE DURRG SHAFR. 10/19 EF EVG. BLD NOT IN USES NO HEAT+NO WATER INT HWD THROUGHOUT+NICE HWD TRM																	
BUILDING PERMIT RECORD		VISION CHANGE HISTORY																	
Permit ID	Issue Date	Type	Description	Amount	Inst. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	CL	Purpose/Result					
									10/24/2019	01		RL	00	Measure and List					
									03/25/2011			CJ	12	Permit					
									11/02/2009	01		CJ	05	Verification					
LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	L. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes-Adj	Special Pricing Spec Use	Spec Calc	S Adj. Fac	Adj. Unit Price	Land Value
1	901R	State - Res	RS				43,540	312.00	0.50	1,000.00	1.00	50	1.00				1.00	0.50	21,800
1	901R	State - Res	RS				312.00	AC	1,500.00	1,000.00	0	0.25	0.00	TOPO			1.00	375.00	117,000
Total Card Land Units:		313.00 AC		Parcel Total Land Area:		313 AC		Total Land Value:		138,800									

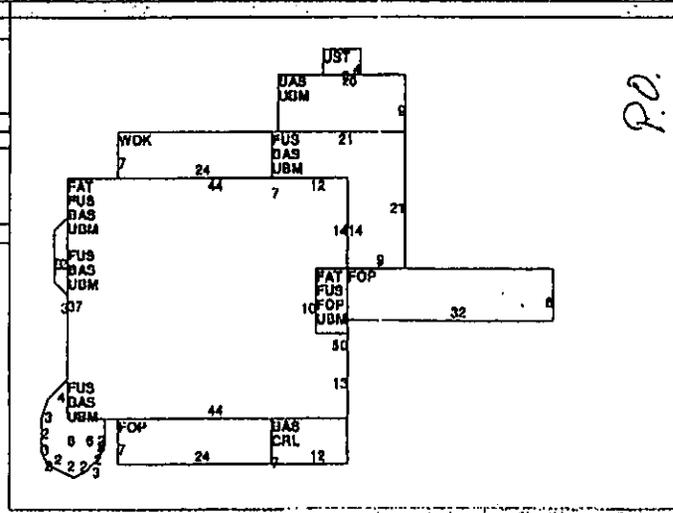
Property Location: 2021 RIVERSIDE DRIVE
 Vision ID: 4339

MAP ID: 0001391 / 000002 / 000000
 Account # 00013900002000008 Bidg #: 1 of 1

Bldg Name: Sec #: 1 of 1 Card 1 of 1

State Use: 901R Print Date: 11/18/2020 10:52

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cl.	Ch.	Description	Element	Cl.	Ch.	Description
Style	03		Colonial	Loc Area			
Model	01		Residential	Roc Type			
Grade	05		Very Good	Inst Type			
Stories	2			Arcto Fin			
Occupancy							
Exterior Wall 1	01		Clipboard				
Exterior Wall 2							
Roof Structure	04		Flt				
Roof Cover	03		Asphalt				
Interior Wall 1	05		Drywall				
Interior Wall 2	03		Plaster				
Interior Flr 1	12		Hardwood				
Interior Flr 2	06		Liqueum				
Heat Pmt	02		Oil				
Heat Type	04		Stone				
AC Type	01		None				
Bedrooms	06		6 Bedrooms				
Full Baths	4						
Half Baths							
Bath Fixtures							
Bath Rooms	04						
Bath Style	02		Average				
Kitchen Style	01		Old Style				
Fireplace(s)	2						
Fire Openings							
Low/Pth Pst							
Hearts(s)							
Color							
Basmt Garage							
Hot Tub							
Wh/View							



OB-OUTBUILDING & YARD ITEMS(L) / XP-BUILDING EXTRA FEATURES(B)											
Code	Description	Sub	Sub Descrpt	L/B	Units	Unit Price	Yr	Gde	Dr Rt	Cost	App Value
BRK4	Barn - 15 Lot/4			L	0.524	34.00	Null			20	24,000
FOR4	Garage w/ Loft			L	0.887	34.00	2039			20	12,900
FPO	Fireplace Open			D	0	1,000.00	1973			100	500
FPL1	Fireplace - 1, rich			D	0	3,400.00	1973			100	3,400

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,224	2,224	2,224	84.88	188,770
CRL	Crawl Space	0	84	0	0.00	0
FAT	Finished Attic	326	1,428	326	17.00	27,670
FOP	Open Porch	0	474	95	17.01	8,063
FUS	Upper Story - Finished	2,010	2,010	2,010	84.88	170,600
UBM	Basement - Unfin	0	2,190	438	16.98	37,177
UST	Storage or Utility	0	24	4	14.15	340
WDK	Deck	0	148	17	8.59	1,443
Ttl. Gross Liv/Leas Area:		4,560	8,802	5,114		458,819





PAUL E. OUELLETTE TRUCKING INC.
 603-449-0088
 845 MILAN ROAD
 MILAN, NH 03588

1042

Date *March 17, 2001*

Pay to the order of *Remax Northern Edge*

\$ *20,000*

Twenty Thousand

no / *100* Dollars

BANGOR SAVINGS BANK
 BANGOR, MAINE 04401

For *Deposit on Titled property*

Paul E. Ouellette



⑆001042⑆⑆121274382⑆0000205435⑆

EXHIBIT D
Kelley PSA

- Serving All Communities in New Hampshire -
White Mountains Community College, River Valley Community College, Lakes Region Community College,
Manchester Community College, Nashua Community College, Great Bay Community College,
NHIT - Concord's Community College

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of this 25th day of March, 2021 (the "Effective Date"), is made by and between the Community College System of New Hampshire ("Seller") with an address at 26 College Drive, Concord, New Hampshire 03301, and Barry Kelley ("Purchaser") with an address of 220 Church Street, Berlin NH 03570.

RECITALS:

Seller desires to sell certain improved real property located at 0 Cates Hill Road, Berlin, New Hampshire, and Purchaser desires to purchase such property.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. The Property.

1.1 Description. Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller's right, title, and interest in and to the following (collectively, the "Property"):

1.1.1 Certain land (the "Land") located at 0 Cates Hill Road, Berlin, New Hampshire and more specifically described in Exhibit 1.1.1 attached hereto;

1.1.2 The buildings, parking areas, improvements, and fixtures, which are now situated on the Land (the "Improvements");

1.1.3 All easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land, if any;

1.1.4 All of Seller's assignable and transferable right, title and interest, if any, in and to the land in, under and to any Land in any street or road abutting the Land.

1.2 "As-Is" Purchase. The Property is being sold in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and of Closing (as defined in Section 2.3). Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any trustees, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of Seller as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; (v) whether the Property



contains asbestos, mold, fungus or harmful or toxic substances or pertaining to the extent, location or nature of same; or (vi) any other matter related in any way to the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits annexed hereto, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the Exhibits annexed hereto.

Subject to Section 11.16, Purchaser waives its right to recover from, and forever releases and discharges Seller, Seller's affiliates, Seller's trustees, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Releasees") from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "Claims"), that may arise on account of or in any way be connected with the Property, the physical condition thereof, or any law or regulation applicable thereto (including, without limitation, claims under Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.), the Federal Clean Air Act (42 U.S.C. 7401 et seq.), each as the same may be amended from time to time ("Environmental Laws"). Subject to Section 11.16, without limiting the foregoing, Purchaser, upon Closing (as hereinafter defined), shall be deemed to have waived, relinquished and released Seller and all other Releasees from any and all Claims, matters arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters affecting the Property. As part of the provisions of this Section 1.2, but not as a limitation thereon, Purchaser hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Purchaser hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations. Purchaser agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Property be required after the date of Closing, such clean-up, removal or remediation shall not be the responsibility of Seller.

Notwithstanding anything to the contrary contained in this Section 1.2, Purchaser's covenants, agreements, releases and waivers contained herein, shall not substitute Purchaser liability or responsibility for Seller liability or responsibility, if any, with regard to any claim or assertion by any governmental agency or third party regarding violations of Environment Laws regarding the Property first occurring prior to Closing.

1.3 Agreement to Convey. Pursuant to RSA 188-F:6, XIII-a, sale of the property is subject to a right of first refusal held by the State of New Hampshire and the prior

approval of the long-range capital planning and utilization committee and governor and council. At Closing, Seller agrees to convey, and Purchaser agrees to accept, title to the Property by a quitclaim deed (the "Deed") in the condition described in Section 3.4.

2. Price and Payment.

2.1 Purchase Price. The purchase price for the Property (the "Purchase Price") is Forty-Nine Thousand Five Hundred Dollars (\$50,500.00).

2.2 Payment. Payment of the Purchase Price is to be made in cash as follows:

2.2.1 Purchaser shall make an earnest money deposit with ReMax Northern Edge Realty (the "Escrow Agent") of Five Thousand Dollars (\$5,000), paid at the time of execution of this Agreement (the "Deposit").

2.2.2 The Deposit will be placed with and held in escrow by the Escrow Agent in a client's trust account, in immediately available funds. Except as otherwise provided in this Agreement, the Deposit will be applied to the Purchase Price at Closing.

2.2.3 At Closing, Purchaser shall pay Seller the balance of the Purchase Price, subject to adjustment for the prorations as provided herein, by wire of immediately available funds.

2.3 Closing. Payment of the Purchase Price and the closing hereunder (the "Closing") will take place on or before July 30, 2021 (provided Purchaser does not terminate this Agreement prior to such date) (the "Closing Date"). The Closing will take place at the offices of ReMax Northern Edge Realty, at 12:00 p.m. Eastern time or at such other time and place as may be agreed upon in writing by Seller and Purchaser. Funds shall be deposited by the wired funds into and held by the Escrow Agent. Upon satisfaction or completion of all closing conditions and deliveries, the Escrow Agent shall promptly record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

3. Inspections and Approvals.

3.1 Inspections.

3.1.1 Commencing on the Effective Date through the Approval Date (as defined in Section 3.5 hereof) and subject to the limitations set forth in Section 3 hereof, Seller agrees to allow Purchaser and Purchaser's engineers, architects, employees, agents and representatives (collectively, "Purchaser's Agents") reasonable access, during normal business hours, to the Property and to the records, if any, maintained by Seller during normal business hours. Such access shall be solely for the purposes of (i) reviewing contracts and any records relating thereto, if any; (ii) reviewing records relating to operating expenses, if any; and (iii) inspecting the physical condition of the Property and conducting non-intrusive physical or environmental inspections of the Property. Purchaser shall not conduct or allow any physically intrusive testing of, on or under the

Property without first obtaining Seller's written consent which consent may be withheld in Seller's sole and absolute discretion.

3.1.2 Purchaser agrees that, in making any non-intrusive physical or environmental inspections of the Property, Purchaser and all of Purchaser's Agents entering onto the Property shall carry not less than One Million Dollars (\$1,000,000) comprehensive general liability insurance insuring all activity and conduct of Purchaser and such representatives while exercising such right of access and providing Seller with a certificate of such insurance. Purchaser represents and warrants that it carries not less than One Million Dollars (\$1,000,000) commercial general liability insurance with contractual liability endorsement which insures Purchaser's indemnity obligations hereunder, and will provide Seller with written evidence of same prior to entry on the Property.

3.1.3 Purchaser agrees that in exercising its right of access hereunder, Purchaser will use and will cause Purchaser's Agents to use their best efforts not to interfere with the activity of any persons occupying or providing service at the Property. Purchaser shall, at least forty-eight (48) hours prior to inspection, give Seller written notice of its intention to conduct any inspections, so that Seller shall have an opportunity to have a representative present during any such inspection, and Seller expressly reserves the right to have such a representative present. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to provide Seller with a copy of any and all information, materials and data including, without limitation, Proprietary Information (as hereinafter defined) that Purchaser and/or Purchaser's Agents discover, obtain or generate in connection with or resulting from its inspection of the Property and work under Section 3.1 hereof, including, but not limited to, any written work product pertaining to those items set forth in Section 3.1.4(a) below; provided, however, unless specifically requested by Seller, Purchaser shall not deliver to Seller the results of any environmental inspections of the Property performed by, or on behalf of Purchaser. Any such information, material or data provided by, or on behalf of, Purchaser, its affiliates or Purchaser's Agents shall be provided without any representation or warranty of any kind or nature.

3.1.4 Unless Seller specifically and expressly otherwise agrees in writing, Purchaser agrees that (a) the results of all inspections, analyses, studies and similar reports relating to the Property prepared by or for Purchaser utilizing any information acquired in whole or in part through the exercise of Purchaser's inspection rights; and (b) all information regarding the Property of whatsoever nature made available to Purchaser by Seller or Seller's agents or representatives (the "Proprietary Information") is confidential and shall not be disclosed to any other person except those assisting Purchaser with the transaction, or Purchaser's lender, if any, and, except as to any lending institution, then only upon Purchaser making such persons aware of the confidentiality restriction and procuring such persons' agreement to be bound thereby and except as required by law. Purchaser agrees not to use or allow to be used any Proprietary Information for any purpose other than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of

the Property post-Closing. Notwithstanding any other term of this Agreement, the provisions of this Section 3.1.4 shall survive Closing or the termination of this Agreement.

3.1.5 Purchaser shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property which results from any inspections conducted by or on behalf of Purchaser. All inspections shall be conducted at Purchaser's sole cost and expense and in strict accordance with all requirements of applicable law.

3.1.6 Except as expressly set forth herein, Seller makes no representations or warranties as to the truth, accuracy, existence, completeness, methodology of preparation or otherwise concerning any engineering or environmental reports offering materials, financial statements and data, including, without limitation operating expenses and cash flow statements, the Proprietary Information or any other materials, data or other information that may be supplied to Purchaser in connection with Purchaser's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that such materials are all of such materials as are in Seller's possession). It is the parties' express understanding and agreement that any materials which Purchaser is allowed to review are provided only for Purchaser's convenience in making its own examination and determination prior to the Approval Date as to whether it wishes to purchase the Property, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Purchaser expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information.

3.1.7 PURCHASER AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND, AND HOLD SELLER AND THE RELEASEES FREE AND HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, LIEN, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF A BREACH OF THE FOREGOING AGREEMENTS BY PURCHASER IN CONNECTION WITH THE INSPECTION OF THE PROPERTY, OR OTHERWISE FROM THE EXERCISE BY PURCHASER OR PURCHASER'S AGENTS OF THE RIGHT OF ACCESS UNDER THIS SECTION 3.1 (COLLECTIVELY, "**PURCHASER'S INDEMNITY OBLIGATIONS**"). THIS SECTION 3.1.7 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

3.1.8 Purchaser shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Purchaser or Purchaser's Agents with respect to any inspection or testing of the Property. If any such lien at any time shall be filed, Purchaser shall cause the same to be discharged of record within ten (10) days thereafter by satisfying the same or, if Purchaser, in its discretion and in good faith determines that such lien should be contested, by recording a bond. Failure by Purchaser to discharge such lien shall be a material breach by Purchaser of this Agreement.

A handwritten signature in black ink, appearing to be the initials 'BK' followed by a flourish.

3.2 Title and Survey. At the Purchaser's option, Purchaser may obtain a title examination of the Property (the "Title Examination"). Purchaser shall have twenty (20) days after the Effective Date (the "Title Notice Date") to provide written notice to Seller of any matters shown by the Title Examination or matters shown on any survey Purchaser may elect to perform (the "Survey") which are not satisfactory to Purchaser, which notice (the "Title Notice") must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove or amend the objections stated in the Title Notice (collectively, the "Title Objections"). The parties shall then have until the Approval Date (as hereinafter defined) (the "Cure Date") to make such arrangements or take such steps as they shall mutually agree to satisfy the Title Objections; provided, however, that Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any Title Objections, and Seller shall not be deemed to have any obligation to cure unless Seller expressly undertakes such an obligation by a written notice to or written agreement with Purchaser given or entered into within five (5) business days of Seller's receipt of the Title Notice, and which recites that it is in response to a Title Notice. Seller's failure to respond to Purchaser's Title Objections within the time period set forth herein shall be deemed an election by Seller not to remove or cure such Title Objections. Purchaser's sole right with respect to any Title Objection that Seller elects (or is deemed to have elected) not to cure shall be to elect on or before the Cure Date to terminate this Agreement (other than continuing obligations under Sections 3.1.4 and 3.1.7 that survive the Closing or termination of this Agreement) (herein called the "Surviving Obligations") and to receive a refund of the Deposit. All matters shown on the Title Examination (or any update thereof) and/or Survey and any update thereof with respect to which Purchaser fails to give a Title Notice on or before the last date for so doing, or with respect to which a timely Title Notice is given but Seller fails to undertake an express obligation to cure as provided above, shall be deemed to be approved by Purchaser and a "Permitted Encumbrance" as provided in Section 3.4 hereof, subject, however, to Purchaser's termination right provided in Section 3.5 hereof.

Notwithstanding anything contained herein to the contrary, Seller at its sole cost and expense on or before the Closing shall remove of record (or bond around in a manner reasonably satisfactory to Purchaser) any mortgage, deed of trust, or financing statement granted by Seller which encumbers the Land.

3.3 [Reserved.]

3.4 Permitted Encumbrances. Unless Purchaser terminates this Agreement pursuant to Sections 3.2 or 3.5 hereof following its opportunity fully to inspect the Property, the state of title thereto and all other matters relating to the Property, including its feasibility for Purchaser's intended use, Purchaser shall be deemed to have approved and to have agreed to purchase the Property subject to the following:

3.4.1 All encumbrances to title shown in the Title Examination (or any update thereof) or matters shown on the Survey (or update thereof) which Purchaser has approved or is deemed to have approved pursuant to Section 3.2 hereof;

3.4.2 Any lien of real and personal property taxes and assessments; and

3.4.3 Easements or claims of easements not shown by the public records.

All of the foregoing are referred to herein collectively as "Permitted Encumbrances."

3.5 Purchaser's Right to Terminate. If, as a result of its various investigations, Purchaser determines, in its sole discretion, not to proceed with the purchase of the Property, Purchaser shall have the right by giving Seller and Escrow Agent written notice (the "Termination Notice") on or before April 21, 2021 to terminate its obligation to purchase the Property. If the Termination Notice is timely given, Seller shall direct the Escrow Agent to promptly return the Deposit to Purchaser and neither party shall have any further liability hereunder except for the Surviving Obligations. If the Termination Notice is not timely given, Purchaser shall have no further right to terminate this Agreement under this Section 3.5.

4. Seller's Covenants for Period Prior to Closing.

Until Closing, Seller or Seller's agent shall:

4.1 Insurance. Keep the Property insured under its current policies against fire and other hazards covered by extended coverage endorsement and commercial general liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

4.2 Operation. Maintain the Property substantially in accordance with Seller's current practices with respect to the Property, normal wear and tear excepted.

4.3 Seller Records. Seller shall provide copies of any building plans, sprinkler utility records, insurance inspections, and municipal inspections as well as maintenance records in Seller's possession, if any, within two (2) business days of executing this Agreement.

5. Representations and Warranties.

5.1 By Seller. Seller represents and warrants to Purchaser as follows:

5.1.1 Seller is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of New Hampshire, RSA chapter 188-F, is authorized to do business in the State of New Hampshire, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of its organizational documents.

5.1.2 To Seller's actual knowledge, performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement to which Seller is a party.

5.1.3 Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 the Internal Revenue Code of 1986, as amended (hereinafter, the "Code").

5.1.4 As of the Effective Date, Seller is not the lessor under any lease affecting the Property. To Seller's actual knowledge, as of the Effective Date, there are no parties

in possession of, or claiming any possession to, any portion of the Land and Improvements other than Seller.

5.2 By Purchaser. Purchaser represents and warrants to Seller as follows:

Purchaser is an individual

5.2.1 Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire and is authorized to do business in the State of New Hampshire, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of its organizational documents.

5.2.2 Purchaser is acting as principal in this transaction with authority to close the transaction.

5.2.3 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending against or contemplated by Purchaser.

5.2.4 Purchaser acknowledges that, by the Approval Date, Purchaser will have had sufficient opportunity to inspect the Property fully and completely at its expense in order to ascertain to its satisfaction the extent to which the Property complies with applicable zoning, building, environmental, health and safety and all other laws, codes and regulations.

5.2.5 Purchaser acknowledges that, by the Approval Date, Purchaser will have had sufficient opportunity to review expenses and other matters relating to the Property in order to determine, based upon its own investigations, inspections, tests and studies, whether to purchase the Property.

5.2.6 Unless otherwise disclosed to Seller in writing, neither Purchaser nor any affiliate of or principal in Purchaser is other than a citizen of, or partnership, corporation or other form of legal person domesticated in, the United States of America.

5.3 Mutual. Each of Seller and Purchaser represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. The terms and provisions of this paragraph shall survive Closing hereunder.

6. Costs and Prorations.

6.1 Purchaser's Costs. Purchaser shall pay the following costs of closing this transaction:



6.1.1 The fees and disbursements of its counsel, inspecting architect and engineer and any other consultants engaged by Purchaser, if any;

6.1.2 All costs relating to any Survey obtained by the Purchaser;

6.1.3 Any and all sales or use taxes relating to the transfer of personal property to Purchaser and any general real estate taxes or special assessments due in accordance with Section 6.4;

6.1.4 All costs of undertaking the Title Examination;

6.1.5 Any and all recording fees; and

6.1.6 Any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction.

6.2 Seller's Costs. Seller shall pay the following costs of closing this transaction:

6.2.1 The fees and disbursements of Seller's counsel.

6.3 [not standard to pro-rate utility charges]Taxes. Seller is exempt from paying the real estate transfer tax pursuant to RSA chapter 78-B. Purchaser is not exempt from the real estate transfer tax, and Purchaser shall pay its respective share of the transfer tax. Real estate taxes due and owing on the Property before the Closing (if any) shall be the sole obligation of Seller.

6.4 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom in the county in which the Land is located. All prorations shall be made on a 365-day calendar year basis, based on the actual number of days in the applicable month.

6.5 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 6 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing Date and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

7. Damage, Destruction or Condemnation.

7.1 Material Event. If, prior to Closing, (i) the buildings on the Property are damaged and the cost of repair exceeds \$500,000.00 (as reasonably determined by Seller and its contractors in consultation with Purchaser) or (ii) the Property is taken under power of eminent domain, or eminent domain proceedings are commenced, and such taking when consummated would (a) result in a loss or repair exceeding \$500,000.00 (as reasonably determined by Seller and its contractors in consultation with Purchaser), or (b) result in the Property no longer being in compliance with applicable law (any such event in the foregoing clauses (i) or (ii)(a) or (b), a "Material Event"), Purchaser may elect to terminate this Agreement by giving written notice of its election to Seller within seven (7) business days after receiving written notice from Seller of such destruction, taking or commencement or taking proceedings, as applicable. If Purchaser does not give such written notice within such seven (7) business day period, this transaction shall be consummated on the Closing Date and at the Purchase Price provided for in Section 2 hereof, and Seller will assign to Purchaser the physical damage proceeds of any insurance policy(ies) payable to Seller, or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase Price (and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss), less any amounts (the "Reimbursable Amounts") theretofore actually and reasonably expended or incurred by or for the account of Seller (y) in adjusting any insurance claim or negotiating and/or obtaining any condemnation award (including, without limitation, reasonable attorneys' fees and expenses) and/or (z) for the cost of any compliance with laws, protective restoration or emergency repairs made by or on behalf of Seller (to the extent Seller has not theretofore been reimbursed by its insurance carriers for such expenditures).

7.2 Immaterial Event. If, prior to Closing, the Property is subject to a casualty or a condemnation event that is not a Material Event, Purchaser shall close this transaction on the Closing Date and at the Purchase Price agreed upon in Section 2 hereof, and Seller will assign to Purchaser the physical damage proceeds of any insurance policies payable to Seller, or Seller's rights to any portion of any condemnation award, in both cases, up to the amount of the Purchase Price (and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss), in each case less any Reimbursable Amounts.

7.3 Termination and Return of Deposit. If Purchaser elects to terminate this Agreement pursuant to this Section 7, and if Purchaser is not, on the date of such election, in default under the Agreement, Seller shall promptly direct the Escrow Agent to return the Deposit to Purchaser, and neither party shall have any further liability hereunder except for the Surviving Obligations.

8. Notices.

Any notice required or permitted to be given hereunder shall be deemed to be given when hand delivered or one (1) business day after pickup by UPS, Federal Express, or similar overnight express service, or by E-mail (only as provided below) in either case addressed to the parties at their respective addresses referenced below:



If to Seller: Community College System of New Hampshire
26 College Drive
Concord, New Hampshire 03301
Attention:
Telephone:
E-mail:

With a copy to: [Name]
[Address]
Attention:
Telephone:
E-mail:

If to Purchaser: Barry Kelley
220 Church Street
Berlin, New Hampshire 03570
Attention:
Telephone:
E-mail:

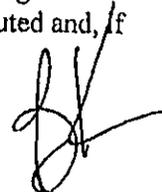
With a copy to: [Name]
[Address]
Attention:
Telephone:
E-mail:

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Except for E-mail between 9:00 a.m. and 5:00 p.m. Eastern time on a business day that are followed up by an overnight courier delivery, telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

9. Closing and Escrow.

9.1 Escrow Instructions. Upon execution of this Agreement, the parties shall deliver an executed counterpart of this Agreement to the Escrow Agent to serve as the instructions to the Escrow Agent as the escrow holder for consummation of the transaction contemplated herein. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and the Title Company to comply with the terms of this Agreement; provided, however that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of the Agreement shall prevail.

9.2 Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each executed and, if required, acknowledged:



9.2.1 The Deed to the Property, in the form attached hereto as **Exhibit 9.2.1**, subject to the matters set out in Section 3.4 and other matters subsequently approved by Purchaser or Purchaser's counsel.

9.2.2 An affidavit pursuant to the Foreign Investment and Real Property Tax Act in customary form.

9.3 Purchaser's Deliveries. At the Closing, Purchaser shall (i) pay Seller the Purchase Price.

9.4 Other Documentation. Seller and Purchaser, at the Closing, shall prepare, execute and deliver to each other, subject to all the terms and provisions of this Agreement, (a) a closing statement setting forth, inter alia, the closing adjustments and material monetary terms of the transaction contemplated hereby, and (b) such other instruments and documents as may be reasonably required to effectuate the consummation of the transactions described in this Agreement.

9.5 Possession. Purchaser shall be entitled to possession of the Property upon conclusion of the Closing.

9.6 Insurance. Seller shall terminate its policies of insurance as of noon on the Closing Date, and Purchaser shall be responsible for obtaining its own insurance thereafter.

10. Default; Failure of Condition.

10.1 Purchaser Default. If Purchaser shall become in breach of or default under this Agreement and the breach or default continues beyond the expiration of the cure period, if any, provided in Section 11.6 hereof, the Agreement shall terminate, the Deposit shall be retained by Seller as liquidated damages, and both parties shall be relieved of and released from any further liability, at law or in equity, hereunder except for the Surviving Obligations. Seller and Purchaser agree that the Deposit is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of Seller's removal of the Property from the market and the costs incurred by Seller and shall not constitute a penalty or a forfeiture.

10.2 Seller Default. If Seller shall refuse or fail to convey the Property as herein provided for any reason other than (a) a default by Purchaser and the expiration of the cure period, if any, provided under Section 11.6 hereof, (b) the existence of a Pending Default (as defined in and contemplated by Section 11.6), or (c) any other provision of this Agreement which permits Seller to terminate this Agreement or otherwise relieves Seller of the obligation to convey the Property, Purchaser shall elect as its sole and exclusive remedy hereunder either to (i) terminate the Agreement and recover the Deposit; or (ii) enforce Seller's obligations to convey the Property by filing suit for specific performance within thirty (30) days of Seller's default, provided that no such action in specific performance shall seek to require Seller to do any of the following: (1) change the condition of the Property or restore the same after any fire or other casualty; (2) subject to Section 10.3, below, expend money or post a bond to remove a title encumbrance or defect or correct any matter shown on a survey of the Property; or (3) secure any permit, approval, or consent with respect to the Property or Seller's conveyance of the Property. Purchaser expressly waives any right to receive damages as a result of Seller's default.

10.3 Failure of Condition. If, prior to Closing, Seller discloses to Purchaser or Purchaser discovers that (i) title to the Property is subject to defects, limitations or encumbrances other than Permitted Encumbrances; or (ii) any representation or warranty of Seller contained in this Agreement is or, as of the Closing Date, will be untrue, then Purchaser shall promptly give Seller written notice of its objection thereto. In such event, Seller may elect to postpone the Closing for thirty (30) days and attempt to cure such objection, provided that Purchaser may not object to the state of title of the Property on the basis of matters set out in Section 3.4 above. The parties acknowledge and agree that Seller shall have no obligation to cure any objection within (i) or (ii) above. If Purchaser fails to waive any such objection within ten (10) days after notice from Seller that Seller will not cure the objection, this Agreement will terminate automatically and Seller shall promptly direct the Escrow Agent to return the Deposit to Purchaser, provided that Purchaser shall not be in default hereunder, and neither party shall have any liability to the other except for the Surviving Obligations.

11. Miscellaneous.

11.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

11.2 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.

11.4 Assignability. Except for an assignment to an affiliate of Purchaser that controls, is controlled by or is in common control with Purchaser on date no earlier than seven (7) days prior to Closing and with prior written notice to Purchaser, Purchaser may not assign this Agreement without first obtaining Seller's written consent. Any assignment in contravention of this provision shall be void. No assignment shall release the Purchaser herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Purchaser hereunder, as if the assignee were the original signatory hereto. If Purchaser requests Seller's written consent to any assignment, Purchaser shall (1) notify Seller in writing of the proposed assignment; (2) provide Seller with the name and address of the proposed assignee; (3) provide Seller with financial information including financial statements of the proposed assignee; and (4) provide Seller with a copy of the proposed assignment.

11.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

11.6 Breach. Should either party be in breach of or default under or otherwise fail to comply with any of the terms of this Agreement, except as otherwise provided in this Agreement, the complying party shall have the option to terminate this Agreement upon ten (10) days' written notice to the other party of the alleged breach, default or failure by such other party, and such other party's failure to cure such breach within such ten (10) day period. The non-defaulting party shall promptly notify the defaulting party in writing of any such alleged breach, default or failure upon obtaining knowledge thereof. The Closing Date shall be extended to the extent necessary to afford the defaulting party the full ten-day period within which to cure such breach, default or failure; provided, however, that the failure or refusal by a party to perform on the scheduled Closing Date (except in respect of a Pending Default by the other party) shall be deemed to be an immediate default without the necessity of notice; and provided further, that if the Closing Date shall have been once extended as a result of default by a party, such party shall be not be entitled to any further notice or cure rights with respect to that or any other default. For purposes of this Section 11.6, a "Pending Default" shall be a default for which (i) written notice was given by the non-defaulting party, and (ii) the cure period extends beyond the scheduled Closing Date.

11.7 [Reserved].

11.8 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

11.9 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11.10 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

11.11 Time of Essence. Time is of the essence in this Agreement and each and every provision hereof.

11.12 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

11.13 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

11.14 Proper Execution. The submission by Seller to Purchaser of this Agreement in unsigned form shall be deemed to be a submission solely for Purchaser's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Purchaser or impose any obligations upon Seller irrespective of any reliance thereon, change of position or partial performance. The submission by Seller of this Agreement for execution by Purchaser and the actual execution and delivery thereof by Purchaser to Seller shall similarly have no binding force and effect on Seller unless and until Seller shall have executed this Agreement and the Deposit shall have been received by the Escrow Agent and a counterpart thereof shall have been delivered to Purchaser.

11.15 Tax Protest. If, as a result of any tax protest or otherwise, any refund is paid or reduction of any real property or other tax or assessment is made available relating to the Property with respect to any period for which, under the terms of this Agreement, Seller is responsible, Seller shall be entitled to receive or retain such refund or the benefit of such reduction, as prorated in accordance with Section 6.6 less the equitable prorated costs of collection.

11.16 Survival and Limitation of Representations and Warranties; Seller's Knowledge. The representations and warranties set forth in this Agreement are made as of the date of this Agreement and are remade as of the Closing Date and Section 5.1 shall survive the Closing but written notification of any claim arising therefrom must be received by Seller within six (6) months of the Closing Date or such claim shall be forever barred and Seller shall have no liability with respect thereto. Upon Seller's receipt of written notification of any such claim, Seller shall first be afforded no less than thirty (30) days to cure any breach of Seller's representations and warranties prior to Purchaser's filing any claim in connection therewith. The aggregate liability of Seller for breach of any representations and warranties shall not exceed \$50,000.00 and recovery of actual damages up to that amount is Purchaser's sole and exclusive remedy for any such breach; provided, however, Seller shall have no liability to Purchaser for matters disclosed in writing by Seller or for which Purchaser obtained knowledge prior to Closing. In addition, Seller shall have no liability related to any representation or warranty made by Seller unless and until such liability exceeds \$15,000 in the aggregate, in which event Seller shall be liable for the entire amount and not just the portion in excess of \$15,000. For matters disclosed or discovered prior to Closing, Purchaser's sole rights and remedies shall be as set forth in Section 10.3. Whenever a representation or warranty is made in this Agreement on the basis of the best knowledge or knowledge of Seller or any other similar knowledge qualifier, such representation and warranty is made with the exclusion of any facts otherwise known or disclosed to Purchaser, and is made solely on the basis of the actual knowledge (and not constructive or imputed knowledge) and without inquiry or investigation of the signatory hereto (or any other officer, employee or agent of Seller); provided, however that the signatory hereto shall have no personal liability with respect to any such representation or warranty. The parties acknowledge and agree that the provisions of this Section 11.16 are a material inducement for Seller to enter into this Agreement and shall survive the Closing.

11.17 No Processing. Without Seller's prior written consent, until the Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof, or have any communications with any governmental agency or official relating to the condition (environmental or otherwise) of the Property.

11.18 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern time.

11.19 Limitation of Liability. Purchaser and Seller each hereby acknowledge and agree that in no event shall any trustee, officer or Agent of Seller or Purchaser ever be liable to the other as a result of a breach of this Agreement, and Purchaser and Seller agree to look solely to Seller for satisfaction of any claim, loss or damage, even if Seller or Purchaser is hereinafter dissolved.

11.20 Prohibited Persons and Transactions. Purchaser and Seller each with respect to itself represents that neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. The foregoing representations shall survive Closing and any termination of this Agreement.

[Remainder of page intentionally left blank.]



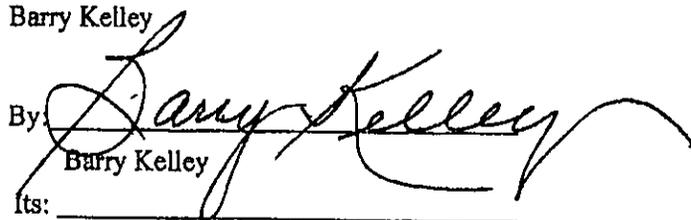
IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement under seal on the date set forth below, effective as of the date set forth above.

SELLER: COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

By: _____
Susan Huard
Chancellor

PURCHASER:

Barry Kelley

By:  _____
Barry Kelley

Its: _____

An original, fully executed copy of this Agreement, together with the Deposit, has been received by the Escrow Agent this _____ day of _____, and by execution hereof the Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement.

ESCROW AGENT:

By: _____

Vol. 548 1779

STATE OF NEW HAMPSHIRE, County of Coos

On this the 31 day of May, 1972, before me, the undersigned officer, personally appeared Eva Keasgr known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

E. Bertram Astles
Justice of the Peace.

Received June 8, 8:30 AM 1972
Examined, ATTEST:

[Signature] Register.

(NO STAMPS)

FIDUCIARY DEED

I, Ferns R. Hutchinson of Concord, Merrimack County, State of New Hampshire executor under the will of Anne R. Twitchell, late of Berlin, Coos, New Hampshire, by the power conferred by license issued on February 18, 1972 by the Coos County Probate Court and every other power, for Five Dollars and other valuable consideration dollars paid, grant to The State of New Hampshire, a body politic, of Concord, Merrimack County, State of New Hampshire,

Fiduciary Deed

Ferns R. Hutchinson
Exec. etc.

to

State of N.H.

The remaining real estate not devised nor previously conveyed situate in Berlin, Coos County, New Hampshire, and bounded and described as follows:

PARCEL NO. 1: A part of Lot Five (5), Range Three (3), bounded and described as follows: Beginning at a cement post at the corner of Lots 5 and 6, Ranges 2 and 3; thence easterly by said Range line between Lots 2 and 3 by the Old Cates Hill Road, so-called, a distance of fifty (50) rods, more or less; thence following the said old road, sixty-two (62) rods, more or less, to the present Cates Hill Road; thence Northwest by the present Cates Hill Road, one hundred (100) rods, more or less, to the lot line between Lots 5 and 6; thence easterly by said lot line twenty-eight (28) rods, more or less, to the point of beginning. Containing twenty (20) acres, more or less.

PARCEL NO. 2: A certain piece or parcel of land being a part of Lot Six (6), Range Three (3), bounded and described as follows: Beginning at an iron pin on the lot line between Lots 5 and 6, about fifty and three tenths (50.3) rods south of Cates Hill Road; thence westerly North seventy-four degrees West (N 74° W) twenty (20) rods, more or less, to an iron pin; thence Southerly parallel to the lot line a distance of forty (40) rods, more or less, to an iron pin; thence easterly parallel to the first described line twenty (20) rods, more or less, to the said lot line; thence Northeast by said lot line forty (40) rods, more or less, to the point of beginning. Containing five (5) acres, more or less.

Being all and the same premises conveyed by Daniel Cate to John S. Cate by deed dated March 23, 1883, and recorded in Coos County Records, Volume 48, Page 96.

PARCEL NO. 3: A certain other piece or parcel of land together with the buildings thereon, situate in said Berlin, and being a part of Lots Four (4) and Five (5) in Ranges Three (3) and Four (4), bounded and described as follows: Beginning at a cement post on the South side of the Cates Hill Road, at its intersection with the

Exhibit 9.2.1

[Signature]

Lot line between Lots 5 and 6; thence Southerly by said lot line one hundred sixty-three (163) rods, more or less, to an iron pin on the range line between Ranges 3 and 4; thence Easterly by said range line a distance of one hundred thirty-five (135) rods more or less, to a cement post; thence Southerly a distance of fifty-one (51) rods, more or less, (by land now or formerly of the Hansu Ski Club) to an iron pin; thence Southeastery a distance of twenty-one (21) rods, more or less, to an iron pin; thence Southwesterly a distance of eleven (11) rods, more or less, to land now or formerly of Arthur Holt (the last two bounds are by land of the said Ski Club); thence easterly by land now or formerly of said Holt a distance of one hundred seventy-eight (178) rods, more or less, to land conveyed to G. H. Woodward in 1971; thence Northwest by said Woodward's parcel a distance of ninety-three (93) feet, to an iron pin; thence easterly by said Woodward's land a distance of two hundred (200) feet seven (7) inches to an iron pin opposite the center of cement culvert on the main highway leading from Berlin to Milan; thence northerly by said highway a distance of six hundred forty-seven and five tenths (647.5) feet, more or less, to an iron pin being the southeast corner of a parcel heretofore conveyed to Howard T. and Harriet Woodward; thence North sixty-eight degrees thirty minutes West ($N 68^{\circ} 30' W$) seven hundred eighteen (718) feet, more or less, to an iron pin, thence North sixteen degrees fifteen minutes East ($N 16^{\circ} 15' E$) two hundred fifteen and five tenths (215.5) feet, to an iron pin; thence continuing on same course fifty (50) feet to an iron pin being the southwest corner of property conveyed to Dr. Peter Maffeo; thence continuing on same course four hundred thirty-one (431) feet to an iron pin being the northwest corner of property conveyed to Stuart W. Skowbo; thence South forty-five degrees East ($S 45^{\circ} E$) eighty and nine tenths (80.9) feet along land of Skowbo, now Maffeo, to an iron pin on the southeasterly side of a proposed street, thence easterly sixty (60) feet to an iron pin on the northeasterly side of said proposed street said pin being the southwest corner of property conveyed to Robert Jacobs in 1970; thence North forty-one degrees thirty minutes East ($N 41^{\circ} 30' E$) one hundred ninety (190) feet to an iron pin on the south bank of a small brook, said pin being the northwest corner of property conveyed to Jacobs in 1970; thence northerly about five (5) feet to the center of the brook; thence easterly along the center of the brook two hundred thirty (230) feet, more or less, to the easterly side-line of a proposed street; thence northerly along the easterly side line of said street four hundred (400) feet, more or less, to the Cates Hill Road; thence westerly along the Cates Hill Road five thousand twenty-one (5,021) feet, more or less to the point of beginning.

RESERVING the street for a distance of four hundred (400) feet as noted above, together with Power Line right of way of Public Service Co. of N.H.

The 1972 taxes to the City of Berlin shall be pro rated as of the date of passage of title.

WITNESS my hand and seal this eighth day of June, 1972.

Witness:

Howell J. Pairo
Dorinda M. Hines

Perne R. Hutchinson L.S.
Perne R. Hutchinson, Executor
of Anne R. Twitchell

State of New Hampshire, Merrimack ss.

June 8, 1972

Perne R. Hutchinson, as such executor, personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed. Before me,

Dean M. Thomas
Notary Public (N.P. Seal)
Dean M. Thomas, Notary Public
My commission expires April 13, 1977

Received June 12, 8:30 AM 1972
Merrimack, ATTEST:

Dean M. Thomas Register.

(NO STAMPS)

KNOW ALL MEN BY THESE PRESENTS

THAT we, Howard T. Woodward and Harriet W. Woodward, of Berlin, County of Coos, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, a body politic, of Concord, County of Merrimack, State of New Hampshire, with warranty covenants to the said The State of New Hampshire, the following described premises:

A certain piece or parcel of land, with the buildings thereon, being a part of Lot Four (4), Range Four (4), in said Berlin, bounded and described as follows:

Beginning at an iron pin on the westerly sideline of the road leading from Berlin to Milan, said pin being the southeast corner of property conveyed by Anne R. Twitchell to Norma Ordway about 1965, recorded in Volume _____, Page _____, and said pin being southerly fifty (50) feet from the northeast corner of said Ordway lot, said corner being the point where the westerly sideline of the said road from Berlin to Milan intersects the southerly side of Twitchell Lane or West Road, so-called; thence North seventy-three degrees West (N 73° W) one hundred ninety (190) feet along said Ordway's southerly line to an iron pin being the southwest corner of said Ordway lot; thence running northerly and parallel to the said road running from Berlin to Milan fifty-eight and three tenths (58.3) feet to an iron pin on the southerly side line of Twitchell Lane, said pin being the northwest corner of said Ordway lot; thence North sixty-seven degrees West (N 67° W) one hundred seventy and five tenths (170.5) feet to an iron pin fifty (50) feet southerly from the southwest corner of the property conveyed by Anne R. Twitchell to Dr. Peter Maffeo; thence North seventy-one degrees fifteen minutes West (N 71° 15' W) and parallel with said Maffeo's south line three hundred sixty-five (365) feet to an iron pin; thence turning a right angle and running southerly two hundred fifteen and five tenths (215.5) feet to an iron pin; thence turning and running South sixty-eight degrees thirty minutes East (S 68° 30' E) seven hundred eighteen (718) feet, more or less, to an iron pin on the westerly sideline of the said highway running from Berlin to Milan; thence northerly along the westerly sideline of said highway one hundred eighty-four and three tenths (184.3) feet to the point of beginning.

Warranty Deed
Howard T. Woodward et al
to
State of New Hampshire

TOGETHER with the right to use, in common with others, a driveway along the southerly side of said lot from the main highway, westerly three hundred (300) feet. Also the right to the water line from the main highway to the house on said lot. Also the right to maintain drainage as it now exists from the septic tank on said lot southerly to the main highway.

Said property being a part of the lands devised to said Anne R. Twitchell under the Will of Mark A. Twitchell.

Meaning and intending to describe and convey all and the same premises conveyed by Ferns R. Hutchinson, Executor u/w of Anne R. Twitchell, to Howard T. and Harriet W. Woodward by Fiduciary Deed dated July 8, 1971, and to be recorded herewith.

The 1972 taxes to the City of Berlin shall be prorated as of the date of passage of title.

And I, Howard T. Woodward, husband and I, Harriet W. Woodward, wife of said grantor, release to said grantee all rights of curtesy & dower respectively, and homestead and other interests therein.

Witness our hands and seals this 6th day of June 1972.

WITNESS:

Arthur J. Bergeron
to both

Howard T. Woodward L.S.
Harriet W. Woodward L.S.

State of New Hampshire, Coos, ss.

June 6y 1972

Howard T. Woodward and Harriet W. Woodward, personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

Arthur J. Bergeron
Justice of the Peace.

Received June 12, 8:30 AM 1972
Examined, ATTEST:

Arthur J. Bergeron Register.

(N.H. STAMPS \$9.00) FIDUCIARY DEED

Fiduciary deed

Ferns R. Hutchinson Exec. etal

to

Howard T. Woodward etal

I, Ferns R. Hutchinson of Concord, Coos County, State of New Hampshire, executor under the will of Anne R. Twitchell late of Berlin, Coos County, New Hampshire, by the power conferred by the will and license from Coos County Probate Court dated August 15, 1969, and every other power, for NINE THOUSAND AND NO/100 dollars, paid, grant to Howard T. Woodward and Harriet W. Woodward, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, of 118 High Street, Berlin, Coos County, State of New Hampshire, all the right, title and interest of the said late Anne R. Twitchell in and to a certain piece or parcel of land, with the buildings thereon, being a part of Lot Four (4), Range Four (4), in said Berlin, bounded and described as follows:

Beginning at an iron pin on the westerly sideline of the road leading from Berlin to Milan, said pin being the southeast corner of property conveyed by Anne R. Twitchell to Norma Ordway about 1965, recorded in Volume ____, Page ____, and said pin

being southerly fifty (50) feet from the northeast corner of said Ordway lot, said corner being the point where the westerly sideline of the said road from Berlin to Milan intersects the southerly side of Twitchell Lane or West Road, so-called; thence North seventy-three degrees West (N 73° W) one hundred ninety (190) feet along said Ordway's south line to an iron pin being the southwest corner of said Ordway lot; thence running northerly and parallel to the said road running from Berlin to Milan fifty-eight and three tenths (58.3) feet to an iron pin on the southerly sideline of Twitchell Lane, said pin being the northwest corner of said Ordway lot; thence North sixty-seven degrees West (N 67° W) one hundred seventy and five tenths (170.5) feet to an iron pin fifty (50) feet southerly from the southeast corner of the property conveyed by Anne R. Twitchell to Dr. Peter Maffeo; thence North seventy-one degrees fifteen minutes West (N 71° 15' W) and parallel with said Maffeo's south line three hundred sixty-five (365) feet to an iron pin; thence turning a right angle and running southerly two hundred fifteen and five tenths (215.5) feet to an iron pin; thence turning and running South sixty-eight degrees thirty minutes East (S 68° 30' E) seven hundred eighteen (718) feet, more or less, to an iron pin on the westerly sideline of the said highway running from Berlin to Milan; thence northerly along the westerly sideline of said highway one hundred eighty-four and three tenths (184.3) feet to the point of beginning.

TOGETHER with the right to use, in common with others, a driveway along the southerly side of said lot from the main highway, westerly three hundred (300) feet. Also the right to the water line from the main highway to the house on said lot. Also the right to maintain drainage, as it now exists from the septic tank on said lot southerly to the main highway.

Said property being a part of the lands devised to said Anne R. Twitchell under the will of Mark A. Twitchell.

WITNESS my hand and seal this 8th day of July, 1971.

Witness:

Arthur J. Bergeron

Perme R. Hutchinson L.S.
Executor under the Will of
Anne R. Twitchell

State of New Hampshire, Coos, ss.

July 8, 1971

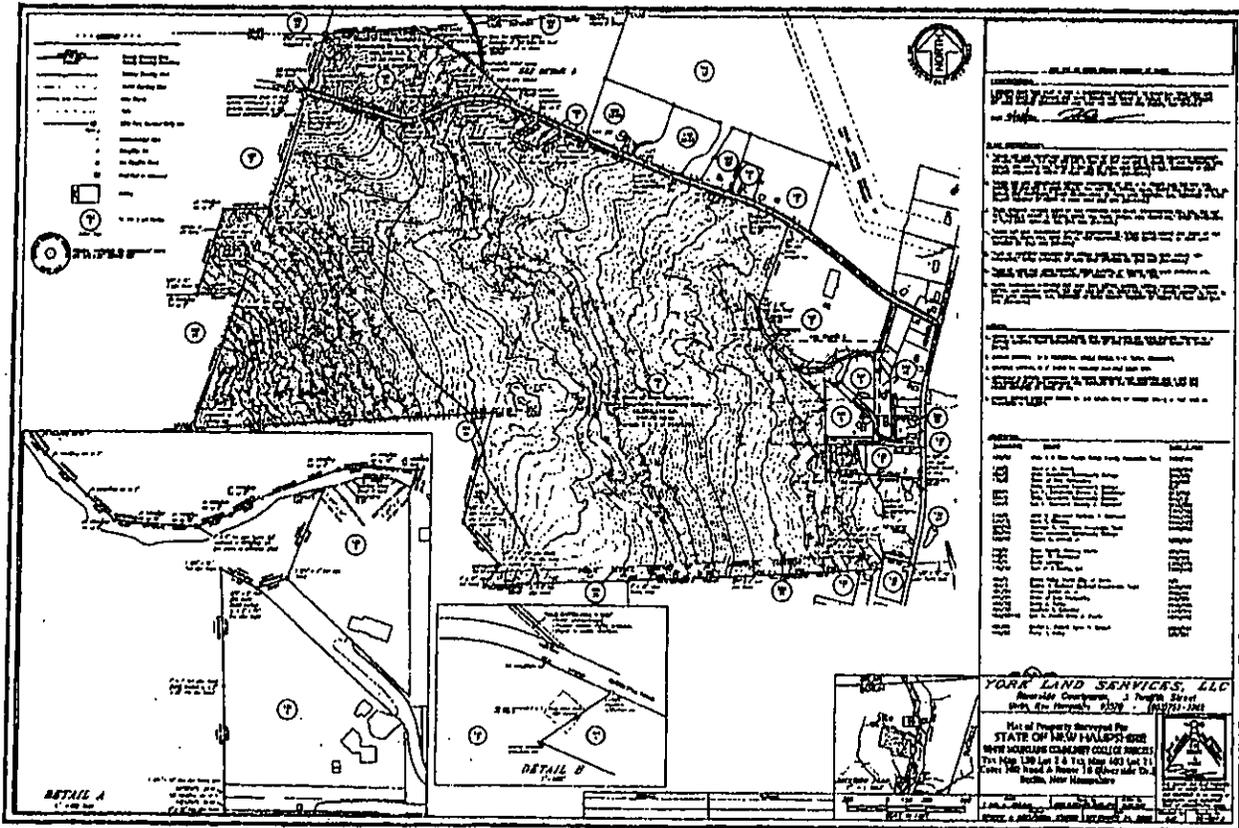
Perme R. Hutchinson, executor under the will of Anne R. Twitchell personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

Arthur J. Bergeron
Justice of the Peace.

Received June 12, 8:30 AM 1972
Examined, ATTEST

Thomas A. Smith Register.



[Handwritten signature]

Exhibit 1.1.1

OK

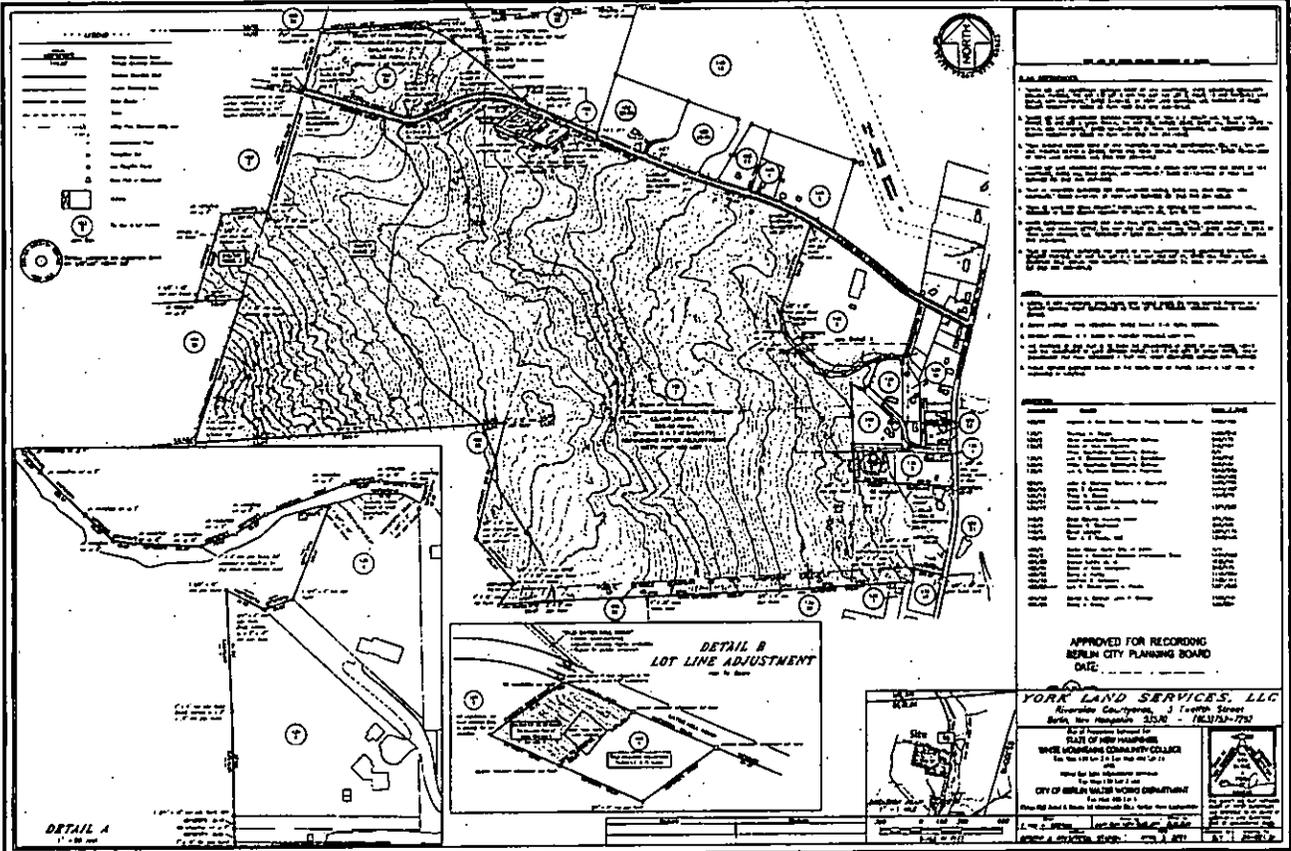
Property Location GATE8 HILL ROAD Map ID 000403 / 000021 / 000000/ Bldg Name
 Valen ID 4488 Account # 000403000021000 Bldg # 1 Sec # 1 of 1 Card # 1 of 1 State Use 9035
 Print Date 1/29/2021 1:40:28 PM

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style: 99		Vacant Land	Roof Area							
Model: 00		Vacant	Roof Type							
Grade			Barn Type							
Stories:			CONDO DATA							
Occupancy			Parcel Id	C	Ownr					
Exterior Wall 1				B	B					
Exterior Wall 2			Adjust Type	Code	Description					
Roof Structure			Condo Flr		Factor%					
Roof Cover			Condo Unit							
Interior Wall 1			COST / MARKET VALUATION							
Interior Wall 2			Building Value New							
Interior Flr 1			Year Built							
Interior Flr 2			Effective Year Built	0						
Heat Fuel			Depreciation Code							
Heat Type			Remodel Rating							
AC Type			Year Remodeled							
Bedrooms			Depreciation %							
Full Baths			Functional Obsol							
Half Baths			External Obsol							
Extra Fixtures			Trend Factor	1						
Total Rooms			Condition							
Bath Style			Condition %							
Kitchen Style			Percent Good							
Fireplace(s)			RCNLD							
Extra Opening(s)			Dep % Ovr							
Gas/Pb Fpl			Dep Ovr Comment							
Hearth(s)			Misc Imp Ovr							
Color			Misc Imp Ovr Comment							
Barnl Garage			Cost to Cure Ovr							
Hot Tub			Cost to Cure Ovr Comment							
WH/Jacuzzi										
Roof Area										
Roof Type										
OB - OUTBUILDING & YARD ITEMS (A) / XB - BUILDING EXTRA FEATURES (B)										
Code	Description	Unit	Units	Unit Price	Yr Bn	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value				
Tot Gross Liv / Lease Area		0	0	0		0				

No Sketch

EXHIBIT E
City of Berlin Parcel

Yellow = existing
 Pink = proposed transfer



THIS PLAN AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF YORK LAND SERVICES, LLC. NO PART OF THIS PLAN OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF YORK LAND SERVICES, LLC.

THE INFORMATION ON THIS PLAN:
 1. Shows the location of the proposed development.
 2. Shows the location of the proposed roads and utilities.
 3. Shows the location of the proposed buildings and other structures.
 4. Shows the location of the proposed parking areas and other facilities.

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
24	10,000	10,000	10,000
25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000
31	10,000	10,000	10,000
32	10,000	10,000	10,000
33	10,000	10,000	10,000
34	10,000	10,000	10,000
35	10,000	10,000	10,000
36	10,000	10,000	10,000
37	10,000	10,000	10,000
38	10,000	10,000	10,000
39	10,000	10,000	10,000
40	10,000	10,000	10,000
41	10,000	10,000	10,000
42	10,000	10,000	10,000
43	10,000	10,000	10,000
44	10,000	10,000	10,000
45	10,000	10,000	10,000
46	10,000	10,000	10,000
47	10,000	10,000	10,000
48	10,000	10,000	10,000
49	10,000	10,000	10,000
50	10,000	10,000	10,000

APPROVED FOR RECORDING
 BERLIN CITY PLANNING BOARD
 DATE: _____

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