



New Hampshire Liquor Commission

50 Storrs Street
 Concord, NH 03301
 (603) 230-7015

Joseph W. Mollica
 Chairman

Nicole Brassard Jordan
 Deputy Commissioner

Christopher T. Sununu
 Governor

December 28, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (“NHLC”) to enter into a **sole source** contract with New England Coastal Realty, Inc. DBA Keller Williams Coastal Realty (“KWCR”) (VC# 341517) of Portsmouth, NH to provide real estate brokerage, marketing, and consulting services to the NHLC with regard to the proposed redevelopment of the Interstate 95 liquor store rest area properties in Hampton, New Hampshire and the contemplated sale of a significant, portion thereof. Effective upon Governor and Council approval, for the period of January 23, 2023 through January 22, 2025 with an option to extend for an additional 24 months.
100% Liquor Funds

Fees to be paid under the proposed contract take two forms. The fee for brokerage services is a traditional commission of five percent (5%) of the final sale price of any real property sold, to be paid at closing out of the gross sale proceeds. Fixed fees for additional real estate marketing and consulting services are to be paid out of the account designated below upon KWCR’s satisfactory completion of certain specified tasks.

Funds are available in SFY 2023 and are anticipated to be available in SFY 2024 and 2025 upon the continued appropriation of funds in future operating budgets, with the authority to adjust amounts between fiscal years through the Budget Office, if needed and justified.

02-77-77-770030-17140000: LIQUOR COMMISSION, 17-228:1-XV:D New Hampton Store.

Class Code – Acct Code & Title	SFY2023	SFY2024	SFY2025
034-500152, Design/Study	Up to \$12,500	Any portion of the \$12,500, as earned	Any remaining portion of the \$12,500, as earned

EXPLANATION

The NHLC owns real property located on Interstate 95 in the Town of Hampton, NH from which it operates two Liquor & Wine Outlets. NHLC has determined that surplus real estate exists as related to its plan to construct new facilities at these locations and has declared said acreage as surplus to its needs. It has entered into a real estate services agreement with KWCR to provide real estate brokerage, marketing, and consulting services to the NHLC with regard to the disposal of said property and the redevelopment of the Interstate 95 liquor store properties in Hampton. With the assistance of KWCR, the NHLC will ultimately identify and partner with a suitable buyer/developer/operator to commercialize both sites with expanded retail offerings.

The current contract was approved by the Governor and Executive Council on January 22, 2021 (Item #80) for a term of 24 months following selection of KWCR by a competitive Request for Qualifications ("RFQ") and Request for Proposals ("RFP") process; it expires January 22, 2023.

As described in the current contract, the NHLC selected KWCR through a multi-phase competitive bidding process, the first phase of which consisted of an RFQ process that enabled the NHLC's evaluation committee to identify qualified real estate services firms with the requisite capabilities and experience to assist the NHLC in managing a project of this size and complexity. In the second phase of the selection process, the NHLC invited qualified firms to respond to an RFP to present their preliminary valuation and marketing plans and to propose a commission rate for their brokerage services. In response to the RFP, the firms each submitted a written proposal and delivered an oral presentation to the evaluation committee, which then scored the proposals and awarded the highest score to KWCR. The contract coming from that RFP was, as noted, approved by the Governor and Executive Council on January 22, 2021, and KWCR has engaged constructively with the NHLC since that time. In an effort to maximize value on the sale of the property, and due to unforeseen delays in the sale and development of the properties outside the control of either KWCR or the NHLC, a new contract is required to extend the real estate services from KWCR.

The contract proposed herein provides that KWCR will continue to, among other duties, list and market the properties and collaborate with the NHLC to develop an RFP process through which the NHLC will solicit and evaluate proposals for their purchase and redevelopment. Under the current contract, KWCR was responsible for additional duties including: performing a marketing study to identify target opportunities and potential buyer/developers on a local, regional, and national scale; developing a detailed marketing plan based on the results of the study; and preparing a comprehensive opinion of the value of the property to be sold, based in part on an independent market value appraisal commissioned by KWCR. To date, KWCR has completed these additional duties, and has been paid for those consistent with the terms of the current contract. KWCR remains ready to assist with the active listing and marketing of the properties. The term of this proposed contract is two years, with a potential for an additional extension of a further two years, in anticipation of the extensive buyer contingencies expected in any purchase and sale agreement that may result.

In addition to the commission for brokerage services of five percent (5%) of the sale price upon any sale of the properties being carried forward from the current agreement, this contract provides for the separate payment of fixed fees totaling up to twelve-thousand five-hundred

dollars (\$12,500) upon the completion of certain additional tasks to the satisfaction of the NHLC – specifically, the potential updating of KWCR’s opinion of value and the collaboration with the NHLC in the development of an RFP. Such fixed fees are intended to compensate KWCR for the extraordinary, front-loaded investment of time, effort, and expense required under the agreement in full acknowledgment of the risk that KWCR may be unable to earn a commission under the agreement for reasons outside of KWCR’s control.

Based on the foregoing, I respectfully request authorization of the proposed real estate services contract with KWCR.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Mollica', with a stylized flourish at the end.

Joseph W. Mollica
Chairman

**STATE OF NEW HAMPSHIRE
REAL ESTATE SERVICES AGREEMENT**

1. The STATE OF NEW HAMPSHIRE, acting by and through its Liquor Commission, having an address of 50 Storrs Street, Concord, New Hampshire 03301 ("SELLER"), hereby grants to the undersigned NEW ENGLAND COASTAL REALTY, INC. (DBA "Keller Williams Coastal Realty"), a New Hampshire corporation having an address of 750 Lafayette Road, Suite 201, Portsmouth, New Hampshire 03801 ("AGENT"), effective as of _____, 2023, the date upon which this Extension Agreement ("AGREEMENT") was authorized by the Governor and Executive Council of the State of New Hampshire (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, promote, and provide additional services specified herein in support of the proposed sale of real property located on both sides of **Interstate 95, Hampton, New Hampshire**, owned by SELLER, primarily consisting of approximately 64.17 acres of land along the east (northbound) side of the interstate, together with all improvements situated thereon (Tax Map 172, Lot 9 and Tax Map 199, Lots 1 and 2), and approximately 23.72 acres of land along the west (southbound) side of the interstate, together with all improvements situated thereon (Tax Map 171, Lot 1), as more particularly described in Warranty Deed of Judith M. Haufler to the State of New Hampshire dated March 26, 1981, recorded in the Rockingham County Registry of Deeds at Book 2385, Page 1273, Warranty Deed of Paul M. and C. Althea Lamson dated April 16, 1981, recorded in the Rockingham County Registry of Deeds at Book 2387, Page 753, Warranty Deed of Judith M. Haufler to the State of New Hampshire dated May 1, 1981, recorded in the Rockingham County Registry of Deeds at Book 2388, Page 207 (these first three deeds conveyed what is now the west/southbound side parcel), Warranty Deed of Paul M. Lamson dated October 14, 1992, recorded in the Rockingham County Registry of Deeds at Book 2950, Page 1878, Warranty Deed of Robert F. and Elizabeth C. Walker dated October 16, 1992, recorded in the Rockingham County Registry of Deeds at Book 2950, Page 1880, and Warranty Deed of the University System of New Hampshire dated December 10, 1992, recorded in the Rockingham County Registry of Deeds at Book 2960, Page 2750 (these last three deeds conveyed what are now the east/northbound side parcels), and including any other property, real or personal, subsequently added thereto, excepting two parcels of land to be identified in conjunction with the ultimate buyer(s) and subdivided later, each approximately 22,000 square feet in size, to accommodate a new State liquor store to be constructed on each side of the interstate, and likely excepting a conservation easement on the wetland areas of the east/northbound side parcels and a historic preservation easement on a small portion of the west/southbound side parcel (the "PROPERTY"), the exclusive right to market, list, and solicit proposals to purchase and redevelop said PROPERTY at a **minimum price and on terms and conditions acceptable to SELLER**, or at any other price and terms that SELLER may authorize. If, during the term of this AGREEMENT, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of five percent (5%) of the contract sale price. Any commission due under this AGREEMENT shall be paid out of the sale proceeds at closing. SELLER retains complete discretion to accept or reject any buyer or offer, and to close, or not close, or otherwise act with respect to the sale of the PROPERTY. SELLER shall not pay any portion of any amount due to AGENT under this AGREEMENT directly to any other party, commission or otherwise. It shall

be the sole responsibility of the AGENT to pay any amount due under any agreement into which AGENT may enter to share or split any commission or fee earned hereunder by AGENT.

2. THIS AGREEMENT SHALL BE IN EFFECT for two (2) years, commencing on the EFFECTIVE DATE and ending on the date two (2) years thereafter, unless the PROPERTY is sold sooner. SELLER shall have the right to terminate this AGREEMENT at the end of the first year for any or no reason, in its sole discretion, by providing written notice to the AGENT at least fifteen (15) days prior to the first anniversary of the EFFECTIVE DATE. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this AGREEMENT shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this AGREEMENT to any party procured by AGENT, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" by AGENT shall include directly and individually providing substantive information about the PROPERTY, personally showing the PROPERTY, or directly presenting proposals to purchase and develop the PROPERTY to the ultimate purchaser, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this AGREEMENT.

3. DUTIES OF AGENT; PROPERTIES MAY BE SOLD TOGETHER OR SEPARATELY. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, candor, confidentiality, reasonable care, diligence, and accounting. AGENT may list and market the northbound and southbound properties to be sold together or separately. AGENT shall not make any announcements, press releases, or public statements regarding the PROPERTY without the express prior approval of SELLER, a condition of which may include coordination with the New Hampshire Liquor Commission's public relations firm.

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event, or information about the PROPERTY comes to SELLER'S attention between the EFFECTIVE DATE and a closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in listing, marketing, and soliciting proposals to purchase and redevelop the PROPERTY and to refer all inquiries of interested parties to AGENT. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, offers, or proposals regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS; NO DUAL REPRESENTATION. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).

- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer as either a seller agent or buyer agent.
 - (c) Except as otherwise provided herein, AGENT may only represent SELLER in the marketing and sale of the PROPERTY. AGENT shall not represent any buyer, prospective buyer, or any party other than SELLER with respect to the PROPERTY unless and until: (1) this AGREEMENT has been terminated; and (2) AGENT has waived in writing any further right to any commission or fee that could potentially come due hereunder after such termination. The parties agree that this covenant shall survive the termination of this AGREEMENT.
6. SPECIAL CONDITIONS. SELLER hereby agrees that:
- (a) AGENT may place "For Sale" signs on the PROPERTY.
 - (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with the plan to market the PROPERTY to be developed by AGENT in consultation with SELLER.
 - (c) Access to any building(s) on the PROPERTY must be arranged with SELLER in advance. Either AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.
 - (d) AGENT may take exterior pictures of the PROPERTY.
 - (e) AGENT may take interior pictures of the PROPERTY.
 - (f) Video/virtual tour photography, including unmanned aerial vehicle (UAV) or drone footage, is allowed with SELLER'S express approval. AGENT covenants that any UAVs or drones used to create video or still photography of the PROPERTY shall be operated strictly in accordance with all applicable federal, state, and local laws, ordinances, and regulations, and that any photography or video footage containing a recognizable image of any individual person shall not be retained or used without the express written consent of the person whose image will be used.
 - (g) With approval from SELLER, AGENT may disclose the existence of other proposals to purchase and redevelop the property but not the details of such other proposals or the identities of the prospective buyer/developers.
 - (h) AGENT may submit the PROPERTY listing data to MLS and may be used for comparables.
 - (i) The PROPERTY address and information may be displayed on public web sites.

- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept and hold a deposit submitted with any proposal to purchase and redevelop the PROPERTY.
- (l) Any and all reports, studies, appraisals, test results, opinions of value, marketing materials, plans, and any other written work product, information about the PROPERTY, or deliverables developed or provided hereunder or in connection with this AGREEMENT, shall be the property of the SELLER. Following the later of a sale of the PROPERTY or the termination of this AGREEMENT, AGENT may use certain materials referenced in this section (l) with the prior written approval of SELLER.

7. TERMS OF ENGAGEMENT; ADDITIONAL SERVICES REQUIRED; NON-COMMISSION FEES FOR SERVICE. AGENT hereby acknowledges and accepts the relationship of trust and confidence between SELLER and AGENT, and AGENT agrees to provide professionally appropriate skill and judgment in performing the services to be provided hereunder in furthering the interests of the SELLER and to furnish in a timely manner all information required of AGENT hereunder. SELLER and AGENT agree that David M. Garvey, employed by AGENT and currently licensed by the New Hampshire Real Estate Commission (NHREC) as an Associate Broker, shall serve as the lead broker and AGENT's primary point of contact with regard to the performances of the services set forth in this AGREEMENT. SELLER and AGENT further agree that Ethan S. Ash (employed by AGENT and currently licensed by the NHREC as an Associate Broker), Viktoria V. Alkova (employed by AGENT and currently licensed by the NHREC as a Salesperson), and Craig R. Seymour (employed by Durham Realty Group, LLC and currently licensed by the NHREC as a Principal Broker) may participate in the performance of the services to be provided by AGENT as set forth in this AGREEMENT. In performing these services, Mr. Ash, Ms. Alkova, and Mr. Seymour shall act at the direction of and under the supervision of Mr. Garvey, and in accordance with Section 9 of this AGREEMENT AGENT shall be fully responsible and primarily liable to SELLER for the acts and omissions of Craig R. Seymour and/or Durham Realty Group, LLC taken or made in partial or complete satisfaction of any obligations or responsibilities of AGENT hereunder. Should Mr. Garvey be unable to serve as lead broker for any reason, this AGREEMENT shall immediately terminate unless SELLER consents in writing to a suitable replacement lead broker employed and appointed by AGENT. All services performed by AGENT hereunder shall be performed in a diligent manner, consistent with the highest standards of professional skill and care. AGENT shall perform all services typical of a real property transaction of the character, complexity, and magnitude of the transaction(s) contemplated hereby, including, but not limited to:

- i. Conducting due diligence investigations of the PROPERTY'S suitability for SELLER'S requirements, specifically retaining a 22,000+/- sf area on each parcel for future New Hampshire Liquor and Wine Outlet stores.
- ii. Listing the PROPERTY at a local, regional, and national levels through the AGENT'S available networks;

- iii. Assisting SELLER with preparing and negotiating purchase and sale agreements for the PROPERTY.
- iv. Assisting SELLER with all elements of the purchase and sale process including transfer; Analyzing initial term sheets received—both financial and non-financial proposed terms, as well as strength of potential buyer/developers;
- v. Soliciting draft transaction documents from selected buyer/developer; Coordinating execution of all transaction documents, evidence of insurance, etc.
- vi. Performing other related services as requested by SELLER.

AGENT shall also provide the following additional services to SELLER, and upon the completion of such services to SELLER'S satisfaction, SELLER shall pay to AGENT the corresponding fee specified in this Section 7. Such individual fee amounts are not intended as full compensation of AGENT for each corresponding service but are instead intended in the aggregate to compensate AGENT for the extraordinary front-loaded investment of time, effort, and expense required hereunder, in acknowledgment of the risk that AGENT could be unable to earn a commission under this AGREEMENT for reasons outside of AGENT'S control, and thus to induce AGENT to agree to perform all of the services required hereunder in a suitably thoughtful, thorough, and diligent manner. AGENT shall:

- (a) Collaborate with SELLER on the design and development of a buyer/developer proposal solicitation and selection process and the development of a Request for Proposal (RFP) document, and possibly a Request for Qualifications (RFQ) document, for said process. Act as the default primary point of contact for the solicitation and receipt of all buyer/developer proposals (and qualifications, if applicable), as directed by SELLER. Support and/or participate in the buyer/developer proposal evaluation and selection process, as and to the extent directed by SELLER, and provide advice and insight to SELLER regarding the relative merits of individual proposals. Amount due upon selection by SELLER of successful buyer/developer proposal, or when SELLER otherwise deems the buyer/developer proposal selection process complete: Six Thousand Two Hundred Fifty Dollars (\$6,250.00).
- (b) If requested by the SELLER, prepare and deliver a revised comprehensive opinion of value of a fee simple absolute ownership interest in the PROPERTY to be based in part on an independent market value at the time of the appraisal by AGENT and performed by a certified general appraiser currently licensed by the State of New Hampshire in good standing. SELLER reserves the right to approve or reject the appraiser selected by AGENT based on the appraiser's qualifications and/or reputation. The revised final commissioned appraisal report must meet current Uniform Standards of Professional Appraisal Practice (USPAP) requirements for an "Appraisal Report," must be prepared explicitly for SELLER and SELLER'S use as the stated client or customer of the appraiser, and must incorporate to the extent reasonably possible the anticipated use of

the PROPERTY by the ultimate buyer(s) and all extraordinary assumptions identified by SELLER. Amount due upon acceptance by SELLER of AGENT's revised valuation opinion and the independent appraisal report: Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

8. **ADDITIONAL RESPONSIBILITIES OF AGENT.** AGENT acknowledges and agrees that as a state government entity SELLER'S actions regarding the PROPERTY are subject to various statutory processes and procedures, including, without limitation, multiple levels of internal review and approval by statutory and legislative committees. AGENT further acknowledges and agrees that the contemplated redevelopment of the PROPERTY by one or more buyer/developers, with SELLER'S anticipated oversight thereof and participation therein, has already, and likely will in the future, require the review and/or approval of various aspects of the contemplated project by various other local, state, and federal government boards, committees, and agencies having jurisdiction over the PROPERTY or any proposed changes in the uses thereof, and that in light of the contemplated structure of the proposed sale of the PROPERTY, many such future reviews and approvals may be required prior to closing, which could result an unusually lengthy contingency period under any purchase and sale agreement regarding the PROPERTY. Upon request, AGENT shall advise, assist, and support SELLER in all governmental review and approval processes, to attend meetings and hearings, and to participate directly as a representative of SELLER as needed.

9. AGENT shall be fully responsible and primarily liable to SELLER for the actions of RKG Associates, Inc. (a Virginia corporation), Durham Realty Group, LLC (a New Hampshire limited liability company), and/or any other party with which AGENT may collaborate or contract, to the extent that such actions are taken in partial or complete satisfaction of any obligations or responsibilities of AGENT hereunder. AGENT hereby agrees to disclose to SELLER the identity of any such party prior to formalizing its engagement therewith, and SELLER reserves the right to approve or reject such party in SELLER'S reasonable discretion.

10. **AGENT'S DEFAULT; TERMINATION BY SELLER.** In the event that AGENT defaults in the observation or performance of any covenant, agreement, or obligation hereunder, and such default is not corrected or cured to the satisfaction of SELLER within thirty (30) days of SELLER providing written notice to AGENT specifying such default, SELLER may terminate this AGREEMENT upon ten (10) days' prior written notice to AGENT. Upon such termination, notwithstanding anything to the contrary provided herein, AGENT agrees that it shall have no further right to receive payment of any commission or fee contemplated herein that did not become due and payable under this AGREEMENT prior to such termination. Nothing contained in this Section 10 restricts the right of SELLER to terminate this AGREEMENT at the end of the first year in accordance with Section 2 above.

11. **CONDITIONAL OBLIGATIONS OF SELLER.** Notwithstanding any provisions of this AGREEMENT to the contrary, it is hereby expressly understood and agreed by AGENT that all obligations of SELLER hereunder, specifically including, without limitation, payment of any non-commission fees for service pursuant to Section 7 hereof, are contingent upon the availability and continued appropriation of state government funds, and in no event shall SELLER be liable for any payments hereunder in excess of such available appropriated funds.

In the event of a reduction or termination of appropriated funds, SELLER shall have the right to withhold any payment due until such funds become available, if ever, and shall have the right to terminate this AGREEMENT in whole or in part immediately upon giving AGENT notice of such termination. SELLER shall not be required to transfer funds from any other account in the event that funding for the account from which any payments by SELLER are to be made hereunder is terminated or reduced.

12. AGENT shall not assign or otherwise transfer any interest in this AGREEMENT, and any attempt to accomplish such assignment or transfer shall be null and void and shall constitute a default of AGENT for purposes of Section 10 hereof. For purposes of this section, a Change of Control of AGENT shall be deemed an assignment. "Change of Control" means: (a) a merger, consolidation, transaction, or series of related transactions in which a new party, or a new group of affiliated parties, consolidates fifty percent (50%) or more of the voting shares or equity ownership interests of a business entity, or fifty percent (50%) or more of the total combined voting power to direct the management of the business entity, or (b) the sale or transfer of all or substantially all of the assets of a business entity.

13. **ADDITIONAL PROVISIONS.**

- (a) AGENT acknowledges and agrees that this AGREEMENT and any obligation of SELLER to pay a non-commission fee for service pursuant to Section 7 hereof shall be subject to the prior authorization of this AGREEMENT by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that in accordance with New Hampshire RSA 4:40, any sale, lease, or exchange of the PROPERTY and any obligation of SELLER to pay a commission under this AGREEMENT shall further be subject to: (1) prior approval by the joint legislative Long Range Capital Planning and Utilization Committee of the proposed sale, lease, or exchange, and (2) separate final authorization prior to closing by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that pursuant to RSA 4:40, I, SELLER is obliged to offer the PROPERTY first to the municipality or county in which it is located, and that no commission shall be due under this AGREEMENT from any sale or transfer of the PROPERTY, or any portion thereof or interest therein, to the Town of Hampton, New Hampshire or to the County of Rockingham, New Hampshire. Such offer may not be made until such time as the proposed sale of the PROPERTY has received preliminary approval by the Long Range Capital Planning and Utilization Committee.
- (b) AGENT has obtained a current State Vendor Code from the State of New Hampshire Bureau of Purchase and Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.

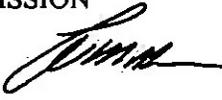
- (c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this AGREEMENT and to perform its obligations thereunder, and that the undersigned officer or representative of AGENT is duly authorized to execute this AGREEMENT on behalf of AGENT.
- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) This AGREEMENT may be extended for an additional term of two (2) years upon written agreement of the parties. Such extension shall be contingent upon satisfactory performance and continued funding.
- (f) Unless otherwise exempted by law, AGENT shall indemnify and hold harmless SELLER, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against SELLER, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of AGENT or its subcontractor, including but not limited to negligent, reckless, or intentional conduct. SELLER shall not be liable for any costs incurred by AGENT arising under this subsection. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of SELLER, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- (g) AGENT agrees that at all times during the effective term of this AGREEMENT AGENT shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor to obtain and maintain in force, the following types and amounts of insurance coverage:
 - (i) Commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess.
 - (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," then the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
 - (iii) Workers' compensation insurance and employers' liability insurance as required by law.
- (h) This AGREEMENT shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire. Any actions or disputes arising out of or related to this AGREEMENT shall be brought and maintained in the New Hampshire Superior Court, which shall have exclusive jurisdiction thereof. In the event any of

the provisions of this AGREEMENT are held by a court of competent jurisdiction to be unenforceable, invalid, or contrary to any state or federal law, the remaining provisions of this AGREEMENT shall remain in full force and effect.

STATE OF NEW HAMPSHIRE ("SELLER")

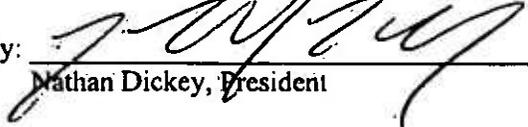
By and through its

LIQUOR COMMISSION

By: 
Joseph Mollica, Chairman

Date: 12/29/2022

NEW ENGLAND COASTAL REALTY, INC. ("AGENT")

By: 
Nathan Dickey, President

Date: 12/16/2022

Approval by the Attorney General (Form, Substance, and Execution)

By: /s/ Christopher Bond
Michael Grandy, Assistant Attorney General
Takhmina Rakhmatova, Assistant Attorney General
Christopher G. Bond, Sr. Assistant Attorney General

Date: 1/3/2023

HYDE LAW

LICENSED IN:
MASSACHUSETTS
NEW HAMPSHIRE
MAINE

Tuesday, December 13, 2022

New Hampshire Liquor Commission
ATTN: Joseph W. Mollica, Chairman
50 Storrs Street
Concord, New Hampshire 03301

Re: Certificate of Authority, New England Coastal Realty, Inc.

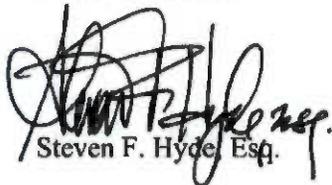
Dear Chairman Mollica:

Annexed to this letter please find the Certificate of Authority completed by me as General Counsel to New England Coastal Realty, Inc., ("NECR"), d/b/a Keller Williams Coastal and Lakes & Mountains Realty ("KWCLM").

The attached is based on my review of NECR's corporate records and my ongoing knowledge of the corporate structure and operations of the company. Mr. Dickey serves as the President and Director of NECR and in such capacities has the sole authority to execute the documents required to continue the Listing Agreement.

Please feel free to contact me at any time should you need any additional information related to this matter.

Yours very truly,



Steven F. Hyde, Esq.

Encl.

Cc: NWD

CERTIFICATE OF AUTHORITY

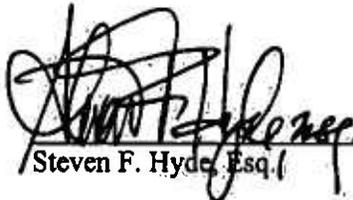
New England Coastal Realty, Inc.

The undersigned Steven F. Hyde, Esq, being the General Counsel to New England Coastal Realty, Inc., doing business as, Keller Williams Coastal and Lakes & Mountains Realty, hereby certifies that the following individual is currently an officer of the Corporation:

Nathan W. Dickey

The undersigned further certifies that Nathan W. Dickey, as President and Director, is authorized to enter into contracts and agreements that are binding upon New England Coastal Realty, Inc.

Signed this 13th of December 2022.



Steven F. Hyde, Esq.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2022

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

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

PRODUCER HBL Insurance (HBL Group LLC) 333 Central Ave Ste 308 Dover NH 03820		CONTACT NAME: Ryan Collins PHONE (A/C, No, Ext): (603) 280-4200 FAX (A/C, No): (603) 280-4199 E-MAIL ADDRESS: ryan@hblins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mass. Bay	NAIC # 22306
		INSURER B: Safety Insurance Company	NAIC # 38454
		INSURER C: Technology Ins Co	NAIC # 42376
		INSURER D: Travelers Casualty & Surety Company of America	NAIC # 31194
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22121304309 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ODVH651735	07/10/2022	07/10/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired Auto BOP \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6268402	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		TWC4081629	04/21/2022	04/21/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			106118253	06/17/2022	06/17/2023	Each Occurance \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire through its liquor Commission 50 Storrs Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ryan Collins</i>
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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND COASTAL REALTY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 12, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 468923

Certificate Number: 0005907167



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Jo
MLC



New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

January 8, 2021

His Excellency, Governor Christopher Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Liquor Commission ("NHLC") to enter into a real estate services agreement with New England Coastal Realty, Inc. DBA Keller Williams Coastal Realty ("KWCR") of 750 Lafayette Road, Suite 201, Portsmouth, NH 03801 to provide real estate brokerage, marketing, and consulting services to the NHLC with regard to the proposed redevelopment of the Interstate 95 liquor store rest area properties in Hampton, New Hampshire and the contemplated sale of a significant portion thereof. Effective upon Governor and Council approval for up to 24 months. 100% Liquor Funds.

Fees to be paid under the proposed agreement take two forms. The fee for brokerage services is a traditional commission of five percent (5%) of the final sale price of any real property sold, to be paid at closing out of the gross sale proceeds. Fixed fees for additional real estate marketing and consulting services are to be paid out of the account designated below upon KWCR's satisfactory completion of certain specified tasks. Funds are available in SFY 2021, and are anticipated to be available in SFY 2022 and 2023 upon the continued appropriation of funds in future operating budgets, with the authority to adjust amounts between fiscal years through the Budget Office, if needed and justified. 030-770012-17140000-034; LIQUOR COMMISSION, 17-228:1-XV:D NEW HAMP STORE

Class Code - Acct Code & Title	SFY2021	SFY2022	SFY2023
034-500152 Design/Study	Up to \$25,000	Any portion of the \$25,000, as earned	Any remaining portion of the \$25,000, as earned

EXPLANATION

The NHLC owns real property located on Interstate 95 in the Town of Hampton, NH from which it operates two Liquor & Wine Outlets. NHLC has determined that surplus real estate exists as related to its plan to constructing new facilities at these locations and has declared said acreage as surplus to its needs. It seeks to enter into a real estate services agreement with KWCR to provide real estate brokerage, marketing, and consulting services to the NHLC with regard to the disposal of said property and the redevelopment of the Interstate 95 liquor store properties in Hampton. With the assistance of KWCR, the NHLC will identify and partner with a suitable buyer/developer/operator to commercialize both sites with expanded retail offerings.

The NHLC selected KWCR through a multi-phase competitive bidding process, the first phase of which consisted of a request for qualifications (RFQ) process that enabled the NHLC's evaluation committee to identify two qualified real estate services firms with the requisite capabilities and experience to assist the NHLC in managing a project of this size and complexity. In the second phase of the selection process, the NHLC invited both qualified firms to respond to a request for proposals (RFP), which required each to present their preliminary valuation and marketing plans and to propose a commission rate for their brokerage services. In response to the RFP, each firm submitted a written proposal and delivered an oral presentation to the evaluation committee, which then scored the proposals and awarded the highest score to KWCR.

The proposed real estate services agreement provides that KWCR will, among other duties, list and market the properties and collaborate with the NHLC to develop an RFP process through which the NHLC will solicit and evaluate proposals for their purchase and redevelopment. Other duties include: performing a marketing study to identify target opportunities and potential buyer/developers on a local, regional, and national scale; developing a detailed marketing plan based on the results of the study; and preparing a comprehensive opinion of the value of the property to be sold, to be based in part on an independent market value appraisal commissioned by KWCR. The term of the proposed agreement is two years, in anticipation of the extensive buyer contingencies expected in any purchase and sale agreement that may result. However, the NHLC has the right to unilaterally terminate the agreement after one year.

In addition to the commission for brokerage services of five percent (5%) of the sale price upon any sale of the properties, the agreement also provides for the separate payment of fixed fees totaling up to twenty-five thousand dollars (\$25,000) upon the completion of certain additional tasks to the satisfaction of the NHLC. Such fixed fees are intended to compensate KWCR for the extraordinary front-loaded investment of time, effort, and expense required under the proposed agreement in full acknowledgment of the risk that KWCR may be unable to earn a commission under the agreement for reasons outside of KWCR'S control.

Based on the foregoing, I respectfully request authorization of the proposed real estate services agreement with KWCR.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Mollica', with a stylized flourish at the end.

Joseph W. Mollica
Chairman

NEW HAMPSHIRE LIQUOR COMMISSION
SCORING OF
RFP 2020-001-HLP

NHLC COMMERCIAL REAL ESTATE SERVICES FOR HAMPTON LIQUOR PROPERTIES

TECHNICAL PROPOSAL & COMMISSION RATE SCORING

CATEGORIES	POINTS	NORWOOD	KELLER WILLIAMS
<u>SCORING</u>			
Identification of target market opportunities	15	5	8
Marketing plan	25	8	15
Approach to valuation	15	4.5	11
Other information supporting proposal	5	0	1
<u>TECHNICAL PROPOSAL</u>	60	17.5	35
<u>COMMISSION RATE</u>	40	40 (4%)	32 (5%)
<u>TOTAL POINTS</u>	100	57.5	67

STATE OF NEW HAMPSHIRE
REAL ESTATE SERVICES AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Liquor Commission, having an address of 50 Storrs Street, Concord, New Hampshire 03301 ("SELLER"), hereby grants to the undersigned NEW ENGLAND COASTAL REALTY, INC. (DBA "Keller Williams Coastal Realty"); a New Hampshire corporation having an address of 750 Lafayette Road, Suite 201, Portsmouth, New Hampshire 03801 ("AGENT"), effective as of _____, 2021, the date upon which this Agreement was authorized by the Governor and Executive Council of the State of New Hampshire (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, promote, and provide additional services specified herein in support of the proposed sale of real property located on both sides of Interstate 95, Hampton, New Hampshire, owned by SELLER, primarily consisting of approximately 64.17 acres of land along the east (northbound) side of the interstate, together with all improvements situated thereon (Tax Map 172, Lot 9 and Tax Map 199, Lots 1 and 2), and approximately 23.72 acres of land along the west (southbound) side of the interstate, together with all improvements situated thereon (Tax Map 171, Lot 1), as more particularly described in Warranty Deed of Judith M. Haufler to the State of New Hampshire dated March 26, 1981, recorded in the Rockingham County Registry of Deeds at Book 2385, Page 1273, Warranty Deed of Paul M. and C. Althea Lamson dated April 16, 1981, recorded in the Rockingham County Registry of Deeds at Book 2387, Page 753, Warranty Deed of Judith M. Haufler to the State of New Hampshire dated May 1, 1981, recorded in the Rockingham County Registry of Deeds at Book 2388, Page 207 (these first three deeds conveyed what is now the west/southbound side parcel), Warranty Deed of Paul M. Lamson dated October 14, 1992, recorded in the Rockingham County Registry of Deeds at Book 2950, Page 1878, Warranty Deed of Robert F. and Elizabeth C. Walker dated October 16, 1992, recorded in the Rockingham County Registry of Deeds at Book 2950, Page 1880, and Warranty Deed of the University System of New Hampshire dated December 10, 1992, recorded in the Rockingham County Registry of Deeds at Book 2960, Page 2750 (these last three deeds conveyed what are now the east/northbound side parcels), and including any other property, real or personal, subsequently added thereto, excepting two parcels of land to be identified in conjunction with the ultimate buyer(s) and subdivided later, each approximately 22,000 square feet in size, to accommodate a new State liquor store to be constructed on each side of the interstate, and likely excepting a conservation easement on the wetland areas of the east/northbound side parcels and a historic preservation easement on a small portion of the west/southbound side parcel (the "PROPERTY"), the exclusive right to market, list, and solicit proposals to purchase and redevelop said PROPERTY at a minimum price and on terms and conditions acceptable to SELLER, or at any other price and terms that SELLER may authorize. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of five percent (5%) of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds at closing. SELLER retains complete discretion to accept or reject any buyer or offer, and to close, or not close, or otherwise act with respect to the sale of the PROPERTY. SELLER shall not pay any portion of any amount due to AGENT under this Agreement directly to any other party, commission or otherwise. It shall be the sole

responsibility of the AGENT to pay any amount due under any agreement into which AGENT may enter to share or split any commission or fee earned hereunder by AGENT.

2. THIS AGREEMENT SHALL BE IN EFFECT for two (2) years, commencing on the EFFECTIVE DATE and ending on the date two (2) years thereafter, unless the PROPERTY is sold sooner. SELLER shall have the right to terminate this Agreement at the end of the first year for any or no reason, in its sole discretion, by providing written notice to the AGENT at least fifteen (15) days prior to the first anniversary of the EFFECTIVE DATE. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to any party procured by AGENT, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" by AGENT shall include directly and individually providing substantive information about the PROPERTY, personally showing the PROPERTY, or directly presenting proposals to purchase and develop the PROPERTY to the ultimate purchaser, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement.

3. DUTIES OF AGENT; PROPERTIES MAY BE SOLD TOGETHER OR SEPARATELY. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, candor, confidentiality, reasonable care, diligence, and accounting. AGENT may list and market the northbound and southbound properties to be sold together or separately. AGENT shall not make any announcements, press releases, or public statements regarding the PROPERTY without the express prior approval of SELLER, a condition of which may include coordination with the New Hampshire Liquor Commission's public relations firm.

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between the EFFECTIVE DATE and a closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in listing, marketing, and soliciting proposals to purchase and redevelop the PROPERTY and to refer all inquiries of interested parties to AGENT. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, offers, or proposals regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS; NO DUAL REPRESENTATION. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).

- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer as either a seller agent or buyer agent.
- (c) Except as otherwise provided herein, AGENT may only represent SELLER in the marketing and sale of the PROPERTY. AGENT shall not represent any buyer, prospective buyer, or any party other than SELLER with respect to the PROPERTY unless and until: (1) this Agreement has been terminated; and (2) AGENT has waived in writing any further right to any commission or fee that could potentially come due hereunder after such termination. The parties agree that this covenant shall survive the termination of this Agreement.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) AGENT may place "For Sale" signs on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with the plan to market the PROPERTY to be developed by AGENT in consultation with SELLER.
- (c) Access to any building(s) on the PROPERTY must be arranged with SELLER in advance. Either AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.
- (d) AGENT may take exterior pictures of the PROPERTY.
- (e) AGENT may take interior pictures of the PROPERTY.
- (f) Video/virtual tour photography, including unmanned aerial vehicle (UAV) or drone footage, is allowed with SELLER'S express approval. AGENT covenants that any UAVs or drones used to create video or still photography of the PROPERTY shall be operated strictly in accordance with all applicable federal, state, and local laws, ordinances, and regulations, and that any photography or video footage containing a recognizable image of any individual person shall not be retained or used without the express written consent of the person whose image will be used.
- (g) With approval from SELLER, AGENT may disclose the existence of other proposals to purchase and redevelop the property but not the details of such other proposals or the identities of the prospective buyer/developers.
- (h) AGENT may submit the PROPERTY listing data to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.

- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept and hold a deposit submitted with any proposal to purchase and redevelop the PROPERTY.
- (l) Any and all reports, studies, appraisals, test results, opinions of value, marketing materials, plans, and any other written work product, information about the PROPERTY, or deliverables developed or provided hereunder or in connection with this Agreement, shall be the property of the SELLER. Following the later of a sale of the PROPERTY or the termination of this Agreement, AGENT may use certain materials referenced in this section (l) with the prior written approval of SELLER.

7. TERMS OF ENGAGEMENT; ADDITIONAL SERVICES REQUIRED; NON-COMMISSION FEES FOR SERVICE. AGENT hereby acknowledges and accepts the relationship of trust and confidence between SELLER and AGENT, and AGENT agrees to provide professionally appropriate skill and judgment in performing the services to be provided hereunder in furthering the interests of the SELLER and to furnish in a timely manner all information required of AGENT hereunder. SELLER and AGENT agree that David M. Garvey, employed by AGENT and currently licensed by the New Hampshire Real Estate Commission (NHREC) as an Associate Broker, shall serve as the lead broker and AGENT's primary point of contact with regard to the performances of the services set forth in this agreement. SELLER and AGENT further agree that Ethan S. Ash (employed by AGENT and currently licensed by the NHREC as an Associate Broker), Viktoria V. Alkova (employed by AGENT and currently licensed by the NHREC as a Salesperson), and Craig R. Seymour (employed by Durham Realty Group, LLC and currently licensed by the NHREC as a Principal Broker) may participate in the performance of the services to be provided by AGENT as set forth in this agreement. In performing these services, Mr. Ash, Ms. Alkova, and Mr. Seymour shall act at the direction of and under the supervision of Mr. Garvey, and in accordance with Section 9 of this Agreement AGENT shall be fully responsible and primarily liable to SELLER for the acts and omissions of Craig R. Seymour and/or Durham Realty Group, LLC taken or made in partial or complete satisfaction of any obligations or responsibilities of AGENT hereunder. Should Mr. Garvey be unable to serve as lead broker for any reason, this Agreement shall immediately terminate unless SELLER consents in writing to a suitable replacement lead broker employed and appointed by AGENT. All services performed by AGENT hereunder shall be performed in a diligent manner, consistent with the highest standards of professional skill and care. AGENT shall perform all services typical of a real property transaction of the character, complexity, and magnitude of the transaction(s) contemplated hereby, including, but not limited to:

- i. Conducting due diligence investigations of the PROPERTY'S suitability for SELLER'S requirements, specifically retaining a 22,000+/- sf area on each parcel for future New Hampshire Liquor and Wine Outlet stores.
- ii. Listing the PROPERTY at a local, regional, and national levels through the AGENT'S available networks;

- iii. Assisting SELLER with preparing and negotiating purchase and sale agreements for the PROPERTY.
- iv. Assisting SELLER with all elements of the purchase and sale process including transfer; Analyzing initial term sheets received—both financial and non-financial proposed terms, as well as strength of potential buyer/developers;
- v. Soliciting draft transaction documents from selected buyer/developer; Coordinating execution of all transaction documents, evidence of insurance, etc.
- vi. Performing other related services as requested by SELLER.

AGENT shall also provide the following additional services to SELLER, and upon the completion of such services to SELLER'S satisfaction, SELLER shall pay to AGENT the corresponding fee specified in this Section 7. Such individual fee amounts are not intended as full compensation of AGENT for each corresponding service but are instead intended in the aggregate to compensate AGENT for the extraordinary front-loaded investment of time, effort, and expense required hereunder, in acknowledgment of the risk that AGENT could be unable to earn a commission under this Agreement for reasons outside of AGENT'S control, and thus to induce AGENT to agree to perform all of the services required hereunder in a suitably thoughtful, thorough, and diligent manner. AGENT shall:

- (a) Perform a marketing study of target opportunities and potential buyer/developers on a local, regional, and national scale, and deliver a written report of the results, conclusions, and recommendations from the study. Amount due upon acceptance by SELLER of final targeted marketing study report: Six Thousand Two Hundred Fifty Dollars (\$6,250.00).
- (b) Prepare and deliver a marketing plan for the PROPERTY to be developed in consultation with SELLER and informed by the targeted marketing study to be delivered in accordance with Section 7(a) above. Such marketing plan shall include a target list of potential buyer/developers. Amount due upon acceptance by SELLER of final marketing plan: Six Thousand Two Hundred Fifty Dollars (\$6,250.00).
- (c) Prepare and deliver a comprehensive opinion of value of a fee simple absolute ownership interest in the PROPERTY to be based in part on an independent market value appraisal to be commissioned by AGENT and performed by a certified general appraiser currently licensed by the State of New Hampshire in good standing. SELLER reserves the right to approve or reject the appraiser selected by AGENT based on the appraiser's qualifications and/or reputation. The final commissioned appraisal report must meet current Uniform Standards of Professional Appraisal Practice (USPAP) requirements for an "Appraisal Report," must be prepared explicitly for SELLER and SELLER'S use as the stated client or customer of the appraiser, and must incorporate to the extent reasonably possible the anticipated use of the PROPERTY by the ultimate buyer(s) and all extraordinary assumptions identified by SELLER. Amount due upon acceptance by SELLER of AGENT's valuation opinion and the independent appraisal report: Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

(d) Collaborate with SELLER on the design and development of a buyer/developer proposal solicitation and selection process and the development of a Request for Proposal (RFP) document, and possibly a Request for Qualifications (RFQ) document, for said process. Act as the default primary point of contact for the solicitation and receipt of all buyer/developer proposals (and qualifications, if applicable), as directed by SELLER. Support and/or participate in the buyer/developer proposal evaluation and selection process, as and to the extent directed by SELLER, and provide advice and insight to SELLER regarding the relative merits of individual proposals. Amount due upon selection by SELLER of successful buyer/developer proposal, or when SELLER otherwise deems the buyer/developer proposal selection process complete: Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

8. **ADDITIONAL RESPONSIBILITIES OF AGENT.** AGENT acknowledges and agrees that as a state government entity SELLER'S actions regarding the PROPERTY are subject to various statutory processes and procedures, including, without limitation, multiple levels of internal review and approval by statutory and legislative committees. AGENT further acknowledges and agrees that the contemplated redevelopment of the PROPERTY by one or more buyer/developers, with SELLER'S anticipated oversight thereof and participation therein, has already, and likely will in the future, require the review and/or approval of various aspects of the contemplated project by various other local, state, and federal government boards, committees, and agencies having jurisdiction over the PROPERTY or any proposed changes in the uses thereof, and that in light of the contemplated structure of the proposed sale of the PROPERTY, many such future reviews and approvals may be required prior to closing, which could result an unusually lengthy contingency period under any purchase and sale agreement regarding the PROPERTY. Upon request, AGENT shall advise, assist, and support SELLER in all governmental review and approval processes, to attend meetings and hearings, and to participate directly as a representative of SELLER as needed.

9. AGENT shall be fully responsible and primarily liable to SELLER for the actions of RKG Associates, Inc. (a Virginia corporation), Durham Realty Group, LLC (a New Hampshire limited liability company), and/or any other party with which AGENT may collaborate or contract, to the extent that such actions are taken in partial or complete satisfaction of any obligations or responsibilities of AGENT hereunder. AGENT hereby agrees to disclose to SELLER the identity of any such party prior to formalizing its engagement therewith, and SELLER reserves the right to approve or reject such party in SELLER'S reasonable discretion.

10. **AGENT'S DEFAULT; TERMINATION BY SELLER.** In the event that AGENT defaults in the observation or performance of any covenant, agreement, or obligation hereunder, and such default is not corrected or cured to the satisfaction of SELLER within thirty (30) days of SELLER providing written notice to AGENT specifying such default, SELLER may terminate this Agreement upon ten (10) days prior written notice to AGENT. Upon such termination, notwithstanding anything to the contrary provided herein, AGENT agrees that it shall have no further right to receive payment of any commission or fee contemplated herein that did not become due and payable under this Agreement prior to such termination. Nothing

contained in this Section 10 restricts the right of SELLER to terminate this AGREEMENT at the end of the first year in accordance with Section 2 above.

11. **CONDITIONAL OBLIGATIONS OF SELLER.** Notwithstanding any provisions of this Agreement to the contrary, it is hereby expressly understood and agreed by AGENT that all obligations of SELLER hereunder, specifically including, without limitation, payment of any non-commission fees for service pursuant to Section 7 hereof, are contingent upon the availability and continued appropriation of state government funds, and in no event shall SELLER be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, SELLER shall have the right to withhold any payment due until such funds become available, if ever, and shall have the right to terminate this Agreement in whole or in part immediately upon giving AGENT notice of such termination. SELLER shall not be required to transfer funds from any other account in the event that funding for the account from which any payments by SELLER are to be made hereunder is terminated or reduced.

12. AGENT shall not assign or otherwise transfer any interest in this Agreement, and any attempt to accomplish such assignment or transfer shall be null and void and shall constitute a default of AGENT for purposes of Section 10 hereof. For purposes of this section, a Change of Control of AGENT shall be deemed an assignment. "Change of Control" means: (a) a merger, consolidation, transaction, or series of related transactions in which a new party, or a new group of affiliated parties, consolidates fifty percent (50%) or more of the voting shares or equity ownership interests of a business entity, or fifty percent (50%) or more of the total combined voting power to direct the management of the business entity, or (b) the sale or transfer of all or substantially all of the assets of a business entity.

13. **ADDITIONAL PROVISIONS.**

- (a) AGENT acknowledges and agrees that this Agreement and any obligation of SELLER to pay a non-commission fee for service pursuant to Section 7 hereof shall be subject to the prior authorization of this Agreement by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that in accordance with New Hampshire RSA 4:40, any sale, lease, or exchange of the PROPERTY and any obligation of SELLER to pay a commission under this Agreement shall further be subject to: (1) prior approval by the joint legislative Long Range Capital Planning and Utilization Committee of the proposed sale, lease, or exchange, and (2) separate final authorization prior to closing by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that pursuant to RSA 4:40, I, SELLER is obliged to offer the PROPERTY first to the municipality or county in which it is located, and that no commission shall be due under this Agreement from any sale or transfer of the PROPERTY, or any portion thereof or interest therein, to the Town of Hampton, New Hampshire or to the County of Rockingham, New Hampshire. Such offer may not be made until such time as the proposed sale of the PROPERTY has received preliminary approval by the Long Range Capital Planning and Utilization Committee.

ND

- (b) AGENT has obtained a current State Vendor Code from the State of New Hampshire Bureau of Purchase and Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.
- (c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its obligations thereunder, and that the undersigned officer or representative of AGENT is duly authorized to execute this Agreement on behalf of AGENT.
- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) This Agreement may not be amended, extended, or renewed except by a written instrument signed by all parties and only after authorization by the Governor and Executive Council of the State of New Hampshire.
- (f) Unless otherwise exempted by law, AGENT shall indemnify and hold harmless SELLER, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against SELLER, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of AGENT or its subcontractor, including but not limited to negligent, reckless, or intentional conduct. SELLER shall not be liable for any costs incurred by AGENT arising under this subsection. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of SELLER, which immunity is hereby reserved. This covenant shall survive the termination of this Agreement.
- (g) AGENT agrees that at all times during the effective term of this Agreement AGENT shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor to obtain and maintain in force, the following types and amounts of insurance coverage:
 - (i) Commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess.
 - (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," then the period to report claims shall extend for not less than three (3) years from the

date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.

- (li) Workers' compensation insurance and employers' liability insurance as required by law.
- (h) This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire. Any actions or disputes arising out of or related to this Agreement shall be brought and maintained in the New Hampshire Superior Court, which shall have exclusive jurisdiction thereof. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable, invalid, or contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

STATE OF NEW HAMPSHIRE ("SELLER")

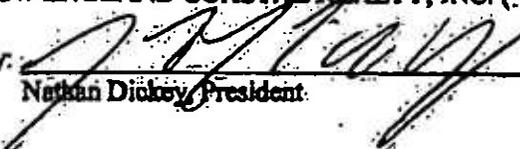
By and through its

LIQUOR COMMISSION

By: 
Joseph Mollica, Chairman

Date: 1/7/2021

NEW ENGLAND COASTAL REALTY, INC. ("AGENT")

By: 
Nathan Diekey, President

Date: 01/06/2021

Approval by the Attorney General (Form, Substance, and Execution)

By: Takhmina Rakhmatova
Takhmina Rakhmatova, Assistant Attorney General

Date: 1/8/2021

MD

CERTIFICATE OF AUTHORITY

New England Coastal Realty, Inc.

The undersigned Steven F. Hyde, Esq, being the General Counsel to New England Coastal Realty, Inc., doing business as, Keller Williams Coastal and Lakes & Mountains Realty, hereby certifies that the following individual is currently an officer of the Corporation:

Nathan W. Dickey

The undersigned further certifies that Nathan W. Dickey, as President and Director, is authorized to enter into contracts and agreements that are binding upon New England Coastal Realty, Inc.

Signed this 7th of January 2021.



Steven F. Hyde, Esq.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2021

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

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

PRODUCER HBL Insurance (HBL Group LLC) 333 Central Ave Ste 306 Dover NH 03820		CONTACT NAME: Ryan Collins PHONE (A/C, No. Ext): (803) 280-4200 FAX (A/C, No): (803) 280-4199 EMAIL: ryan@hblins.com ADDRESS:	
INSURED New England Coastal Realty, Inc, DBA: Keller Williams 760 Lafayette Rd Suite 201 Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance Company	NAIC #
		INSURER B: Ohio Security Insurance Co	24082
		INSURER C: Technology Ins Co	42376
		INSURER D: Travelers Casualty & Surety Company of America	31194
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL211703047 REVISION NUMBER:

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

INER LTR	TYPE OF INSURANCE	ADD/ISSUER (INER) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		0107096322	06/17/2020	06/17/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS57373876	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	TWC3861001	04/21/2020	04/21/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		106118253	06/17/2020	06/17/2021	Each Occurrence 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire through its Liquor Commission 50 Stone Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ryan Collins</i>
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Business Information

Business Details

Business Name:	NEW ENGLAND COASTAL REALTY, INC.	Business ID:	468923
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	04/12/2004	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	04/12/2004		
Principal Office Address:	750 Lafayette Road Suite 201, Portsmouth, NH, 03801, USA	Mailing Address:	750 Lafayette Road Suite 201, Portsmouth, NH, 03801, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Not Stated		
Business Email:	ndickey@kw.com	Phone #:	NONE
Notification Email:	shyde@coakleyhyde.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Real Estate and Rental and Leasing	Offices of Real Estate Agents and Brokers
2	OTHER / REAL ESTATE SALES/MARKETING	

Principals Information

Name/Title	Business Address
Nathan Walter Dickey / President	43 Cushing Street, Dover, NH, 03820, USA
Nathan Walter Dickey / Treasurer	43 Cushing Street, Dover, NH, 03820, USA
Nathan Walter Dickey / Secretary	43 Cushing Street, Dover, NH, 03820, USA
Nathan Walter Dickey / Director	43 Cushing Street, Dover, NH, 03820, USA

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Registered Agent Information

Name: Hyde Steven F

Registered Office Address: 1 Greenleaf Woods Drive, Suite 102, Portsmouth, NH, 03801, USA

Registered Mailing Address: 1 Greenleaf Woods Drive, Suite 102, Portsmouth, NH, 03801, USA

Trade Name Information

Business Name	Business ID	Business Status
KELLER WILLIAMS COASTAL REALTY (/online/BusinessInquire/TradeNameInformation? businessID=148344)	478620	Active
Keller Williams Coastal Realty the Douglass Group (/online/BusinessInquire/TradeNameInformation? businessID=451280)	632820	Active
Nancy Kingston Realty Associated with Keller Williams Coastal Realty (/online/BusinessInquire/TradeNameInformation? businessID=452997)	630551	Active
Keller Williams Lakes and Mountains Realty (/online/BusinessInquire/TradeNameInformation? businessID=527965)	702930	Active