



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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JAN 07 2026

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 8, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the Department of Administrative Services (the "Department"), acting pursuant to RSA 4:29, to purchase the land, buildings, and other improvements comprising the North Parcel at Granite Place off of Rumford Street in Concord (the "Property") from 2GRANITE PLACE LLC, a New Hampshire limited liability company with an address at 81 North Main Street, Concord, New Hampshire 03301 (the "Seller"), for up to Fifteen Million One Hundred Seventy-Four Thousand Seven Hundred Fifty Dollars and no cents (\$15,174,750.00), inclusive of anticipated closing costs, pursuant to the terms of a certain Purchase and Sale Agreement submitted herewith to be effective upon authorization by the Governor and Executive Council, and to pay certain additional customary and negotiated closing costs associated therewith. **100% Capital Funds.**
- 2) Further authorize the Department to engage the law firm of Bernstein, Shur, Sawyer & Nelson, P.A. (Vendor Number 153142), a Maine corporation registered to do business in New Hampshire, having an address at 670 North Commercial Street, Suite 108, P.O. Box 1120, Manchester, New Hampshire 03105-1120, to issue an owner's title insurance policy to the State of New Hampshire and to provide title, escrow, closing, and settlement agent services for the foregoing purchase of the Property, the total cost of such services, including an estimated fixed-rate title insurance premium in the amount of Twenty-Three Thousand Four Hundred Dollars (\$23,400.00), being estimated at Twenty-Six Thousand Four Hundred Dollars (\$26,400.00). The total cost of such services and the estimated title insurance premium are typical and customary acquisition costs for a buyer of commercial real property in New Hampshire. **100% Capital Funds.**

Funding is available from Account #01-014-014-141530-52410000, Granite Place North Purchase, as follows:

	<u>FY2026</u>
033-501980, Purchase of building/land	\$15,174,750

EXPLANATION

The Property consists of a newly subdivided parcel of land approximately 11.61 acres in size and the north four-story portion of an office building and other supporting facilities and improvements situated thereon, together with all necessary easements and other appurtenances. It is located at Granite Place off of Rumford Street in

Concord and is known generally as Granite Place North. A portion of the office building situated on the Property is currently occupied by the New Hampshire Administrative Office of the Courts (AOC) pursuant to an existing lease agreement with the Seller. Said existing lease agreement will terminate automatically as of the purchase closing due to merger of title, because the tenant (AOC) and new landlord (the Department) are both part of the same legal entity (the State of New Hampshire). The existing lease agreement and the Purchase and Sale Agreement submitted herewith both provide that any and all amounts due and payable under the lease as of its termination shall be paid in full to the Seller at the purchase closing, and that all such amounts shall be paid by the AOC out of its own appropriation for such obligations under the lease.

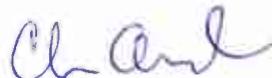
The Purchase and Sale Agreement further contemplates that the Seller will complete certain construction within the Property prior to the purchase closing such that the negotiated purchase price for the Property includes the total estimated cost of such construction minus the total estimated cost of the Generator Work (as defined in the Purchase and Sale Agreement), which Generator Work is not anticipated to commence until several months after the closing due to significant lingering post-pandemic supply chain delays in the standby generator equipment industry. Because the total legislative appropriation for the acquisition of the Property is fixed at \$15.6 million (2025 N.H. Laws 141:324), and because the total cost of construction to be borne by the State plus any other acquisition costs (e.g., closing costs) must be paid out of said real property acquisition appropriation due to a lack of other available funds, the anticipated total cost of any construction work such as the Generator Work that will occur post-closing has been specifically excluded from the Purchase Price and will be paid directly to the Seller's construction contractor upon completion of the Generator Work. The Department anticipates seeking later authorization by the Governor and Executive Council to assume contractual responsibility as of the purchase closing for fulfilling Seller's outstanding obligations under its agreement with Seller's construction contractor after the remainder of the construction work has been fully completed and the estimated total cost of the outstanding Generator Work has been confirmed and fixed by agreement of the parties for all post-closing purposes.

The Purchase and Sale Agreement also provides that the Department's customary and necessary closing costs for the purchase of the Property, excluding any AOC lease obligations due and payable as of the purchase closing, shall be deducted from the contract Purchase Price up to a capped amount of One Hundred Thousand Dollars (\$100,000.00). This cap amount includes a small cushion for unanticipated closing costs. The Department presently estimates that its closing costs should total less than Seventy Thousand Dollars (\$70,000.00), and a significant majority of that amount has been tentatively allocated for: (1) an owner's title insurance policy premium and (2) an anticipated reimbursement to the Seller of the prepaid portion of its last quarterly real property tax bill for the Property that was paid in full to the City of Concord prior to the purchase closing ("prepaid" portion = amount applicable to post-closing time periods).

The Department has tentatively engaged the law firm of Bernstein, Shur, Sawyer & Nelson, P.A. ("Bernstein"), subject to authorization by the Governor and Executive Council, to provide title, escrow, closing, and settlement agent services for the contemplated purchase of the Property. The Department solicited cost estimates from multiple qualified local private law firms that employ licensed title insurance agents and that routinely offer such services in multi-million-dollar commercial real estate transactions. Title insurance premium rates are fixed by state, and many firms charge a fixed fee for closing and settlement services, so the difference between the total cost estimates submitted was relatively minor. Nonetheless, Bernstein submitted the lowest total cost estimate for the services sought at Twenty-Six Thousand Four Hundred Dollars (\$26,400.00), which figure includes an estimated title insurance premium in the amount of Twenty-Three Thousand Four Hundred Dollars (\$23,400.00) based on an assumed Purchase Price of Fifteen Million Six Hundred Thousand Dollars (\$15,600,000.00). Approval of the proposed engagement by the New Hampshire Department of Justice was communicated to the Department via email on October 29, 2025.

Based on the foregoing and on the terms and conditions of the Purchase and Sale Agreement and the countersigned Engagement Letter submitted herewith, we respectfully recommend the purchase of the Property and the engagement of the law firm as set forth above.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Charles M. Arlinghaus".

Charles M. Arlinghaus
Commissioner

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is dated this 21st day of November, 2025, by and between 2Granite Place, LLC, a New Hampshire limited liability company, having an address of 81 North Main Street, Concord, New Hampshire 03301 ("Seller"), and the State of New Hampshire, by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("Buyer").

Reference is made to the following facts:

A. Seller, as successor landlord to 1Granite Place, LLC, and the Buyer, by and through its Administrative Office of the Courts, as tenant, are parties to that certain Lease Agreement dated on or about February 7, 2017 (the "Lease"), pursuant to which Seller leases to Buyer space within the building located at 1 Granite Place, Concord, New Hampshire more commonly known as the North Tower at Granite Place (the "Building"), said leased premises being defined in the Lease and for all purposes herein as the "Premises."

B. Pursuant to Article XXXIV of the Lease, Buyer has the right to purchase the Building and the underlying parcel of land (the "Option").

C. Because the terms of purchase and sale as set forth in the Option language in the Lease do not reflect the same terms of purchase and sale to which the parties have more recently agreed, the parties are entering into this Agreement to memorialize such agreed terms and conditions as will supersede the terms of purchase and sale as are set forth in the Option provision in the Lease.

D. Buyer and Seller wish to include in the contemplated purchase and sale such proposed "Subdivided Lot" including the Building and primary driveway from Rumford Street to Granite Place as is substantially shown on the conceptual plan attached as Exhibit A hereto (the "Conceptual Plan"). Doing so will require a lot line adjustment to add the Subdivided Lot to Buyer's abutting parcel to the south known as the South Parcel at Granite Place.

E. Seller desires to sell, and Buyer desires to buy, the Subdivided Lot, together with the Building and other improvements situated thereon, and all rights of way, beneficial easements and other appurtenances and rights pertaining thereto, specifically including, without limitation, a perpetual vehicular access easement over such portion of the existing paved driveway as is not included in the Subdivided Lot and utility easements to accommodate the existing private utility service and supply lines serving the Subdivided Lot that cross abutting lands of Seller (collectively, the "Property"), subject to the terms and conditions set forth herein.

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

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Property upon the terms and conditions set forth herein.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Fifteen Million One Hundred Seventy-Four Thousand Seven Hundred Fifty Dollars and no cents (\$15,174,750.00), less Buyer's reasonable closing costs, which, excluding any outstanding payment obligations due under the Lease at the Closing, shall not in the aggregate exceed One Hundred Thousand Dollars (\$100,000.00). The Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by Federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur within twenty (20) days after the later of: (a) Subdivision Approval (as defined in Section 7 hereof); or (b) Full Completion of Seller's Work (defined in Section 33 below), but in any event no earlier than January 15, 2026 (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur through an escrow closing with the Buyer's title insurance agent serving as the escrow and closing agent (the "Escrow Agent").

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

(a) Seller is a limited liability company, duly organized and in good standing under the laws of New Hampshire and has the legal and limited liability company power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller.

(c) Seller has not filed any petition seeking or acquiescing in any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law relating to bankruptcy or insolvency, nor has any such petition been filed against Seller. Seller is not insolvent, and the consummation of the transaction contemplated by this Agreement shall not render Seller insolvent.

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

(f) Seller is not a "foreign person" within the meaning of Section 1445, et seq., of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.

(g) Seller's construction contractor for purposes of completing Seller's Work, Capital Construction LLC, has assured Seller that it will consent in writing to the assignment and assumption to and by the Buyer of its contract with Seller, and that it will

ratify and affirm in writing its outstanding obligations to the Buyer as its new counterparty under such contract, at or prior to Closing.

The truth, accuracy, and completeness of each of the representations and warranties of Seller as of the date hereof, and as of the Closing Date, will constitute a condition precedent to the obligations of Buyer hereunder. Each such representation and warranty will survive the Closing Date for a period of three (3) months.

Except as expressly provided in this Section 4 and in Section 33 of this Agreement, and subject to final subdivision approval and establishment of the Subdivided Lot, (i) the Property is being sold and conveyed strictly on an "AS IS" basis; (ii) no warranties or representations, express, implied or statutory, have been made by Seller or any agent, employee or representative of Seller as to the Property's condition, development or investment potential, compliance with law, merchantability or fitness or suitability for any purpose, all of which are expressly disclaimed; and (iii) Buyer has not been induced or persuaded by, nor has Buyer relied upon, any statement, promise or representation made by Seller or any agent, employee or representative of Seller, oral or in writing, as an inducement to entering into this Agreement.

5. Title and Deed. At the Closing, marketable fee simple title to the Property shall be conveyed by Seller to Buyer by Quitclaim Deed, free of all encumbrances except any encumbrances to which Buyer does not object in accordance with this Section 5 (collectively the "Permitted Encumbrances").

For a period of time beginning on the Effective Date of this Agreement (as defined in Section 9 of this Agreement) and expiring at 5:00 p.m. fifteen (15) days later (the "Contingency Period"), Buyer may perform a title search and/or survey for the Property and shall identify all objections to title or survey (the "Objections") which Buyer is unwilling to accept. Seller shall have the right, but not the obligation, to use commercially reasonable efforts to cure the Objections. If Seller does not provide any notice to Buyer within five (5) days after receipt of Buyer's notice of the Objections, then Seller shall be deemed to have elected not to cure any Objections (except for the Mandatory Cure Items below). If Seller elects (or is deemed to have elected) not to cure any Objections, then Buyer shall have the right, by providing Seller notice within five (5) days following the expiration of such initial five (5) day period, to elect to accept the title to the Property "as-is" or terminate the Agreement. If Buyer does not timely provide such notice, then Buyer shall be deemed to have elected to accept title to the Property "as is" and proceed to Closing as provided in this Agreement. If this Agreement is terminated as aforesaid during the Contingency Period, this Agreement shall become null and void, and the parties shall have no further rights or obligations hereunder, except those which expressly survive termination.

Notwithstanding anything to the contrary contained herein, in no event shall Buyer be required to take title the Property subject to, and in no event shall Seller elect or be deemed to have elected not to cure, any mortgages (and any ancillary encumbrances thereto) or monetary liens created or assumed by Seller (the "Mandatory Cure Items"). Seller shall be obligated to remove and cure all such Mandatory Cure Items prior to, and as a condition of, Closing.

Buyer shall have the right to object to any new title or survey matter first arising after the later of the end of the Contingency Period or the date of Buyer's title commitment, or after the survey (each a "New Encumbrance"), that will materially and adversely affect Buyer's intended use of the Property, by giving written notice of the New Encumbrance to which Buyer is objecting before the sooner of (a) five (5) Business Days after Buyer's becoming aware thereof or (b) Closing. If Buyer does not object to any New Encumbrance as aforesaid, such New Encumbrance shall be a Permitted Encumbrance. In the event Buyer gives timely written notice of objection to any New Encumbrance as herein provided, Seller may provide evidence that Seller will cure the objection prior to Closing and the Closing Date will be extended, at Seller's option, for up to thirty (30) days to allow Seller to do so. If, within said thirty (30) day period, Seller is unable to reasonably cure such objection, Buyer shall have the right, as its sole remedy, to terminate this Agreement. Seller covenants and agrees that it shall not grant or consent to any New Encumbrance before the Closing.

To enable Seller to make conveyance as herein provided, Seller may, at Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that such encumbrances shall be discharged out of the closing funds, or, in the case of any mortgage or other security instrument held by an institutional lender, shall be paid off pursuant to written payoff letters or instructions from the holders of such encumbrances setting forth the amount due as of the Closing Date with a per diem interest amount.

6. Intentionally Omitted.

7. Subdivision Approval. Seller shall be responsible at Seller's sole cost and expense (subject to reimbursement as set forth below) for seeking final, non-appealable subdivision approval from the City of Concord for a lot line adjustment to add the Subdivided Lot to Buyer's abutting parcel to the south known as the South Parcel at Granite Place, as generally shown on the Conceptual Plan (the "Subdivision Approval"). Buyer and Seller shall cooperate to obtain the Subdivision Approval. If Seller has not obtained the Subdivision Approval by February 28, 2026 (the "Approval Period"), or if Buyer is not reasonably satisfied with the nature of said Subdivision Approval, then Buyer shall have the right to terminate this Agreement by providing written notice to Seller within five (5) days following the expiration of said Approval Period. Following such notice of termination for lack of Buyer's satisfaction with the nature of said Subdivision Approval as was obtained by Seller, Buyer shall have the obligation to reimburse Seller for all commercially reasonable costs and expenses incurred in connection with obtaining said Subdivision Approval. At Closing, Buyer shall reimburse Seller for one half (1/2) of Seller's expenses incurred in the preparation of adequate plans, surveys, or other papers necessary to obtain the Subdivision Approval.

8. Buyer's Lease. The Lease shall terminate as of the Closing, and neither party shall have any further obligation thereunder. Any and all outstanding payments due and payable or accrued under said Lease shall be paid in full to the appropriate party thereto at Closing. To the extent that the Closing occurs on a date other than the last day of a calendar month, any unpaid rent (or other amount) that has accrued under said Lease shall be adjusted pro rata for any partial month (or other partial rent period) and paid at

Closing.

9. Buyer's Authority. Buyer's authority to purchase the Property is subject to RSA 4:29, which requires final authorization of said purchase prior to Closing by the Governor and Executive Council of the State of New Hampshire ("G&C"). The "Effective Date" of this Agreement is hereby defined as the date upon which G&C authorizes the transaction contemplated by this Agreement, which occurred on _____, 2025 (as G&C Agenda Item # _____). Buyer shall use its best efforts to prepare and submit a formal request for G&C authorization of the transaction contemplated by this Agreement as soon as reasonably possible after this Agreement has been fully executed. Buyer provided the requisite prior notice to the Central New Hampshire Regional Planning Commission at least sixty (60) days before the Closing pursuant to RSA 4:29 by email and letter dated April 12, 2024. Seller acknowledges that as part of Buyer's formal request to G&C to authorize the purchase of the Property, Buyer will be required to include certain current documentation from Seller evidencing that Seller has all requisite authority to complete the sale of the Property to Buyer as contemplated hereby. Seller agrees to provide to Buyer within five (5) days of the Buyer's reasonable request therefor all such required documentation of authority for inclusion with Buyer's G&C request for authority to purchase the Property, such documentation to minimally include a current certificate of good standing for the Seller issued by the New Hampshire Secretary of State and a current certificate of authority issued by a duly authorized manager or member of the Seller indicating Seller's specific corporate and signatory authority to sell the Property to Buyer as set forth herein.

10. Conditional Obligation of the State. Notwithstanding any provisions of this Agreement to the contrary, it is hereby expressly understood and agreed by the Seller that all obligations of the Buyer hereunder, including without limitation, the making of any payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Buyer be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Buyer shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement in whole or in part immediately upon giving the Seller notice of such termination. The Buyer shall not be required to transfer funds from any other account in the event funding for an account from which a payment is to be made hereunder is terminated or reduced. In the event that the Buyer lacks sufficient available appropriated funds to pay the Purchase Price and any other monetary obligations hereunder at Closing, then Seller shall have the right, but not the obligation, to delay its delivery of title to the Property, and thus the Closing, until such time as sufficient additional funds are made available to the Buyer, and Seller shall also have the right to terminate this Agreement in accordance with the Buyer default provisions of section 16 of this Agreement.

11. No Waiver of Sovereign Immunity. No provision of this Agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of the sovereign immunity of the Buyer.

12. Assignment of Certain Vendor Maintenance Contracts. Buyer may desire to assume certain existing building system warranties and vendor maintenance contracts

from Seller to the extent that they are specifically concerned with maintaining the Property or some component thereof in good condition and repair, and especially to the extent that the continuation of such contracts would be necessary or desirable to remain in compliance with, and to prevent the voiding of, any active building system warranties that are transferable to the Buyer along with title to the Property. Seller agrees to cooperate with the Buyer in this endeavor by assigning such assignable warranties and/or contracts to the Buyer as of the Closing and by using good faith efforts to obtain (or by assisting the Buyer in obtaining) any requisite vendor consent to, or acknowledgement of, such assignment and assumption.

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

14. Taxes and Rent. Real estate taxes, rent under the Lease, special assessment, and betterment assessments, if any, shall be prorated and adjusted as of the date of Closing to the extent any taxes for the period of time preceding Closing are unpaid, and Seller shall receive a credit for any real estate taxes paid in advance and covering periods after the Closing. The parties acknowledge that the Buyer is not subject to real estate taxes. To the extent any real estate tax refund is issued for any taxes paid by Seller for a period of time after the Closing, such refund shall be paid to Seller to the extent not already reimbursed by Buyer at the Closing. If already reimbursed, then such refund amounts shall be paid over to Buyer by Seller upon receipt by Seller. The parties hereby agree that the foregoing obligations regarding any post-closing real estate tax refund shall survive the Closing contemplated herein and shall remain binding on both parties thereafter.

15. Transfer Tax. The sale of the Property is exempt from transfer tax pursuant to RSA 78-B:2, I. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection therewith.

16. Default by Buyer. If Buyer shall default in the performance of any of its obligations under this Agreement, then Seller shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to Buyer. Upon such termination, this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

17. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, Buyer shall have the right as its exclusive remedy to either: (i) terminate this Agreement without further liability hereunder; (ii) accept such default as non-material, propose to Seller an acceptable cure or compromise of such defaulted obligation, and, provided that Seller fulfills, effects, or agrees to such cure or compromise,

close the contemplated purchase as otherwise set forth herein, subject to such agreed cure or compromise; or (iii) pursue a suit for specific performance.

18. Brokerage. Buyer and Seller each represent to the other that they have dealt with no broker, agent, or representative in connection with this transaction. Buyer and Seller each agree that neither party shall have any responsibility, or liability to the other, for any demand, claim, or suit by any person claiming a brokerage fee or commission through either party. The provisions of this Section 18 shall survive the Closing Date, the delivery of the deed, or the earlier termination of this Agreement.

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

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

(b) receipt by the Escrow Agent from the New Hampshire Administrative Office of the Courts, out of available funds appropriated to said judicial branch agency of the Buyer, payment in full of all funds due and payable under the Lease as of the Closing;

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

(d) receipt of such documents as Buyer's title insurance company may reasonably require in order to issue a title insurance policy insuring the Property in the condition required by the provisions of this Agreement;

(e) receipt of the Subdivision Approval;

(f) full completion of Seller's Work, except for the Generator Work, as defined in Section 33 of this Agreement;

(g) agreement of the parties on the total cost of the Generator Work to be excluded from the Purchase Price; and

(h) authorization by the Governor and Executive Council of the State of New Hampshire for the Buyer to assume at Closing the Seller's contract with Capital Construction LLC to complete the unfinished Generator Work portion of Seller's Work at the Buyer's expense after the Closing.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions are not met at the time of closing, subject to the Seller's right to cure within thirty (30) days, Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, and neither party shall have any further claims upon the other.

20. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Real Estate under this Agreement is expressly conditional and contingent upon: (i) receipt of the full Purchase Price from the Buyer for the Property at the Closing, as adjusted pursuant to this Agreement; and (ii) no Buyer default existing under the Lease, or any circumstances which would constitute a Buyer default given any notice and passage of time.

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

If to Seller: The address in the introduction hereof

With a copy to: John L. Arnold
Orr & Reno, P.A.
45 S. Main St.
Concord, NH 03301
jarnold@orr-reno.com

If to Buyer: State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301
Attn: Jared Nylund, Real Property Asset Manager
jared.j.nylund@das.nh.gov

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

By Buyer:

- (a) Buyer's legal fees;
- (b) title examination fee and title insurance premium;
- (c) one half of the costs to prepare and record the plans and documents necessary to obtain the Subdivision Approval; and
- (d) cost of recording the deed and other recording fees (other than any title clearing documents).

By Seller:

- (a) Seller's legal fees;
- (b) cost of preparing the deed;
- (c) one half of the costs to prepare and record the plans and documents necessary to obtain the Subdivision Approval; and
- (d) cost of obtaining and recording all title clearing documents.

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

Seller shall provide:

(a) Quitclaim Deed of the Property duly executed, conveying good, marketable, and insurable title to the Property in fee simple absolute to Buyer, free of all encumbrances except as set forth herein.

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

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

(d) A certificate of non-foreign status.

(e) Completed and executed conveyance tax forms, together with payment in full of any conveyance taxes imposed on the transfer of the Property, if any are due.

(f) Such customary affidavits and other documents reasonably acceptable to Seller which Buyer's title insurance company may require in order to insure title without exception for parties in possession and mechanics liens.

(g) An assignment and assumption agreement regarding Seller's construction contract with Capital Construction LLC to enable completion of the Generator Work at Buyer's expense post-Closing.

24. Existing Easements & Agreements. Within thirty (30) days after the Effective Date, Buyer and Seller shall negotiate an access easement for that southern portion of the existing driveway as is identified on the Conceptual Plan. Buyer shall have the exclusive right to use such portion of the existing driveway for ingress and egress, and shall have the obligation to maintain, repair and replace the same as it deems necessary.

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

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

27. Modifications. The terms of this Agreement may not be amended, waived, or terminated orally, but only by an instrument in writing signed by both Seller and Buyer. Any such amendment to this Agreement may be determined by Buyer, in its sole discretion, to require separate prior G&C authorization.

28. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and shall not be assignable to any other party.

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

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

31. Counterparts. This Agreement may be executed in separate counterparts or using counterpart signature pages, each of which shall be an original and all of which shall be deemed to be one and the same instrument. Each of the parties also agree that the delivery of an executed copy of this Agreement by facsimile, email or via another method of exchanging electronic signatures (e.g. DocuSign, Adobe Sign, etc.) shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered, and neither party will have the right to object to the manner (i.e., electronic signatures, fax, or scanned images of signature pages) in which the Agreement was executed as a defense to the enforcement of this Agreement.

32. 1031 Exchange. At the request of either party, Buyer and Seller agree to reasonably cooperate with the other and with Escrow Agent in structuring and documenting the sale of the Property to effect a tax deferred exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code and its corresponding regulations. Such cooperation shall be at no cost to the other party. In no event shall such cooperation require a delay of the Closing. Notwithstanding anything to the contrary contained herein, Seller's obligations hereunder shall not be contingent upon the identification of a Section 1031 exchange replacement property acceptable to Seller prior to Closing.

33. Seller's Work. Prior to Closing, Seller shall fully complete the work set forth on Exhibit B hereto, at Seller's sole cost and expense ("Seller's Work"); provided, however, that the work in connection with the replacement of the generator (the "Generator Work") will not be completed prior to Closing. The total cost of said Generator Work is estimated by Seller and its construction contractor to be not more than Four Hundred Twenty-Five Thousand Two Hundred Fifty Dollars (\$425,250.00). Any changes to the total cost of such Generator Work as may be estimated by Seller prior to Closing shall result in a corresponding adjustment to the Purchase Price to be due and payable at Closing (for example, an increase in the total anticipated cost of the Generator Work shall correspond with an equal reduction in the Purchase Price, and vice versa). The agreed total cost of the Generator Work as of Closing shall be fixed at Closing, and Buyer shall not be responsible for any adjustments to said agreed total cost of the Generator Work as may arise after the Closing, due to the fixed nature and amount of the total legislative appropriation for the Buyer's acquisition of real property as contemplated by this Agreement. The contract for Seller's Work shall provide that the Seller's Work shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion and shall include "Guarantee of Work"

provisions substantially similar in effect to the sample provisions set forth on Exhibit C hereto. All such warranties or guarantees as to materials or workmanship of or with respect to the Seller's Work shall be written such that such guarantees or warranties shall inure to the benefit of both Seller and Buyer, as their respective interests may appear, and can be directly enforced by either. Except for enforcement of the foregoing contractor's guarantee, Seller does not provide any representations or warranties with respect to Seller's Work, and Buyer agrees to look solely to such contractor's warranty with respect to any alleged defects therein.

For the purposes hereof, "Full Completion," "Fully Completed" and words of similar effect shall mean final completion of Seller's Work in accordance with this Agreement to Buyer's reasonable satisfaction, including any Punch List items (as defined in this section below); "Substantial Completion," "Substantially Completed" and words of similar effect shall mean completion of Seller's Work in accordance with this Agreement as evidenced by a certificate of occupancy (temporary or permanent) being issued. Subject to Force Majeure and Buyer Delay, Full Completion of Seller's Work (other than the Generator Work) shall occur prior to February 28, 2026. The Generator Work shall be completed by Seller's construction contractor, Capital Construction LLC, at Buyer's sole cost and expense, after Closing. Seller agrees to assign to Buyer at Closing, and Buyer agrees to assume from Seller, Seller's contract with Capital Construction LLC to complete Seller's Work. Seller further agrees to obtain prior to Closing the express written consent of Capital Construction LLC to such assignment and assumption of Seller's contract with Capital Construction LLC and also the express written ratification and affirmation by Capital Construction LLC of its outstanding obligations to complete the Generator Work thereunder in exchange for payment by Buyer of the total agreed cost of the Generator Work as fixed at Closing. Upon Seller's belief that Substantial Completion has occurred, Seller shall deliver written notice to Buyer and within ten (10) days thereafter, Seller and Buyer shall conduct a joint walk-through of the Property and prepare a punch list setting forth any such uncompleted or unsatisfactory portions of Seller's Work (the "Punch List".) The contract between Seller and its contractor shall require the contractor to develop a punch list and submit said list to Seller in connection with contractor's application for substantial completion. Seller shall provide said list to Buyer prior to the joint walk-through. Failure to include incomplete or incorrect work on the Punch List shall not relieve Seller of its obligation to said work. Seller shall use reasonable efforts to complete the Punch List within sixty (60) days of finalizing the Punch List.

If Substantial Completion of Seller's Work is delayed by Buyer Delay (as defined below), Substantial Completion shall be deemed to have occurred on the date that Seller's Work would have been substantially completed but for the Buyer Delay. "Buyer Delay" means a delay caused by any of the following: (i) a breach by Buyer of the terms of this Agreement; (ii) Buyer's request for changes to Seller's Work; (iii) Buyer's requirement for materials that are not available in a commercially reasonable time; or (iv) any other acts or omissions of Buyer or Tenant, or their respective agents, contractors or employees.

No changes to Seller's Work may be made without the prior written consent of Seller, which consent may be withheld in Seller's reasonable discretion. If Buyer requests a change that would directly or indirectly delay the Substantial Completion of Seller's

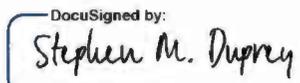
Work, Seller shall not be obligated to make such change unless Buyer agrees in writing that such delay (in the amount reasonably determined by Landlord) is a Buyer Delay. If Buyer requests a change to Seller's Work that increases Seller's costs, Seller shall not be obligated to make such change unless Buyer agrees in writing to pay any such increase in costs.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

SELLER:

2GRANITE PLACE, LLC

By: 
4302B5138B10471
Stephen M. Duprey, Member

BUYER:

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

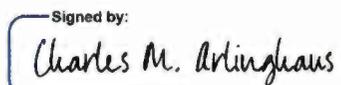
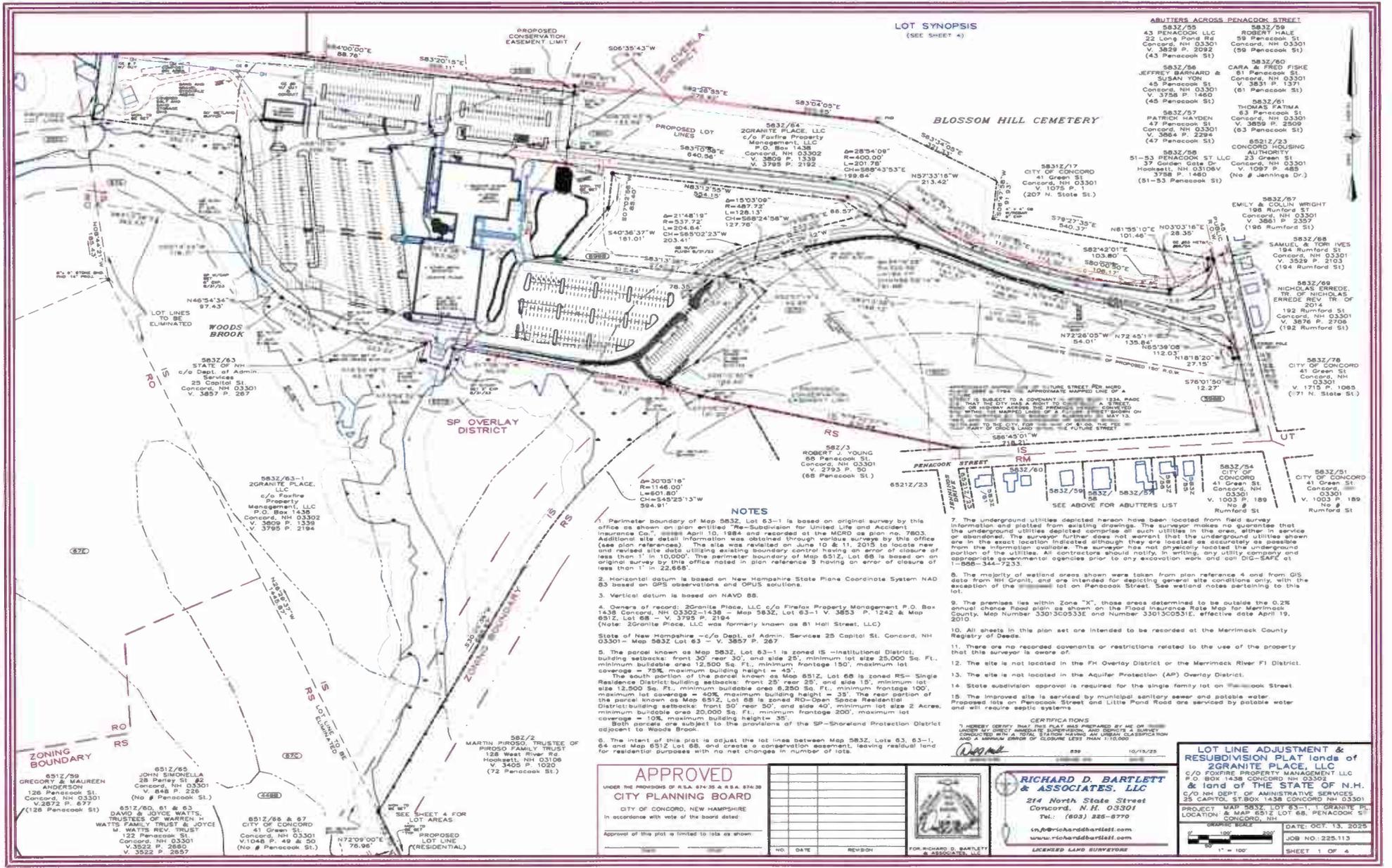
By: 
106F015A817640E...
Charles M. Arlinghaus, Commissioner

Exhibit A
Conceptual Plan

MATCH TO SHEET 3

MATCH TO SHEET 2



LOT SYNOPSIS
(SEE SHEET 4)

ADJUTERS ACROSS PENACOCK STREET

5832/55 43 PENACOCK LLC 32 Long Pond Rd Concord, NH 03301 V. 3828 P. 2092 (43 Penacook St.)	5832/56 JEFFREY BARNARD & SUSAN YON 48 Penacook St. Concord, NH 03301 V. 3758 P. 1460 (48 Penacook St.)	5832/57 PATRICK HAYDEN 47 Penacook St. Concord, NH 03301 V. 3804 P. 2284 (47 Penacook St.)	5832/58 CITY OF CONCORD 41 Green St. Concord, NH 03301 V. 1075 P. 3101 (207 N. State St.)	5832/59 58 Penacook St. Concord, NH 03301 (58 Penacook St.)	5832/60 CARA & FRED FISKE 61 Penacook St. Concord, NH 03301 V. 3831 P. 1377 (61 Penacook St.)	5832/61 THOMAS FATIMA 63 Penacook St. Concord, NH 03301 V. 3809 P. 2509 (63 Penacook St.)	5832/62 CONCORD AQUICIFIC AUTHORITY 23 Green St. Concord, NH 03301 V. 1097 P. 488 (No # Jennings Dr.)
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NOTES

1. Perimeter boundary of Map 5832, Lot 63-1 is based on original survey by this office as shown on plan entitled "Re-Subdivision for United Life and Accident Insurance Co.", dated April 10, 1984 and recorded at the MCRD as plan no. 7803. Additional site detail information was obtained through various surveys by this office (see plan references). The site was re-surveyed on June 10 & 11, 2015 to locate new and re-located site data utilizing existing boundary control having an error of closure of less than 1" in 10,000". The perimeter boundary of Map 5832, Lot 68 is based on an original survey by this office noted in plan reference 3 having an error of closure of less than 1" in 22,868".
2. Horizontal datum is based on New Hampshire State Plane Coordinate System NAD 83 based on GPS observations and OPUS solutions.
3. Vertical datum is based on NAVD 88.
4. Owners of record: ZGranite Place, LLC c/o Firfax Property Management, P.O. Box 1438 Concord, NH 03302-1438 - Map 5832, Lot 63-1 V. 3853 P. 1242 & Map 5912, Lot 68 - V. 3799 P. 2194. (Note: ZGranite Place, LLC was formerly known as 81 Hill Street, LLC)
5. The parcel known as Map 5832, Lot 63-1 is zoned IS -Institutional District; building setbacks: front 30' rear 30', and side 25'; minimum lot size 25,000 Sq. Ft.; minimum building area 12,500 Sq. Ft.; minimum frontage 150'; maximum lot coverage = 75%; maximum building height = 45'. The south portion of the parcel known as Map 5912, Lot 68 is zoned RS - Single Residence District; building setbacks: front 25' rear 25', and side 15'; minimum lot size 12,500 Sq. Ft.; minimum building area 6,250 Sq. Ft.; minimum frontage 100'; maximum lot coverage = 60%; maximum building height = 35'. The rear portion of the parcel known as Map 5912, Lot 68 is zoned RD-Open Space Residential District; building setbacks: front 20' rear 20', and side 40'; minimum lot size 2 Acres; minimum building area 20,000 Sq. Ft.; minimum frontage 200'; maximum lot coverage = 10%; maximum building height = 35'. Both parcels are subject to the provisions of the SP - Shoreland Protection District adjacent to Woods Brook.
6. The intent of this plan is to adjust the lot lines between Map 5832, Lots 63, 63-1, 64 and Map 5912 Lot 68, and create a conservation easement, leaving residual land for residential purposes with no net changes in number of lots.

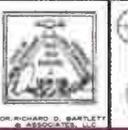
7. The underground utilities depicted hereon have been located from field survey information and plotted from existing drawings. The surveyor makes no guarantee that the underground utilities depicted comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although they are located as accurately as possible from the information available. The surveyor has not precisely located the underground portion of the utilities. All contractors should notify, in writing, any utility company and appropriate governmental agencies prior to any excavation work and call 811-888-3472.
8. The majority of wetland areas shown are taken from plan reference 4 and from GIS data from NH Grant, and are intended for depicting general site conditions only, with the exception of the wetland lot on Penacook Street. See wetland notes pertaining to this lot.
9. The premises lies within Zone "X", those areas determined to be outside the 0.2% annual chance flood plain as shown on the Flood Insurance Rate Map for Merrimack County, Map Number 33013C0533E and Number 33013C0531E, effective date April 19, 2010.
10. All sheets in this plan set are intended to be recorded at the Merrimack County Registry of Deeds.
11. There are no recorded covenants or restrictions related to the use of the property that this surveyor is aware of.
12. The site is not located in the FH Overlay District or the Merrimack River F1 District.
13. The site is not located in the Aquifer Protection (AP) Overlay District.
14. State subdivision approval is required for the single family unit on Penacook Street.
15. The improved site is serviced by municipal sanitary sewer and potable water. Proposed lots on Penacook Street and Little Pond Road are serviced by potable water and will require septic systems.

CERTIFICATIONS
I, RICHARD D. BARTLETT, being duly sworn, depose and say that I am a duly licensed Professional Land Surveyor in the State of New Hampshire and a member in good standing of the Surveyors Association of New Hampshire and a member in good standing of the Surveyors Association of New Hampshire.

DATE: 10/13/2025

APPROVED
UNDER THE PROVISIONS OF RSA 424:26 & RSA 424:27
CITY PLANNING BOARD
CITY OF CONCORD, NEW HAMPSHIRE
In accordance with vote of the board dated:
Approve of this plan is limited to lots as shown:

NO.	DATE	REVISION



RICHARD D. BARTLETT & ASSOCIATES, LLC
214 North State Street
CONCORD, N.H. 03301
Tel.: (603) 825-8770
www.richardbartlett.com
LICENSED LAND SURVEYORS

LOT LINE ADJUSTMENT & RESUBDIVISION PLANS of
ZGRANITE PLACE, LLC
c/o FIRFAX PROPERTY MANAGEMENT LLC
P.O. BOX 1438 CONCORD NH 03302
& land of THE STATE OF N.H.,
c/o NH DEPT. OF ADMINISTRATIVE SERVICES
25 CAPITAL ST. BOX 1438 CONCORD NH 03301
PROJECT: MAP 5832, LOT 63-1, 64 & 50
LOCATION: & MAP 5912, LOT 68, PENACOCK ST.
CONCORD, NH

DATE: OCT. 13, 2025
JOB NO.: 225.113
SHEET 1 OF 4



WETLAND NOTES

1) Wetland boundaries are shown in red. Wetland boundaries are shown in red. Wetland boundaries are shown in red.

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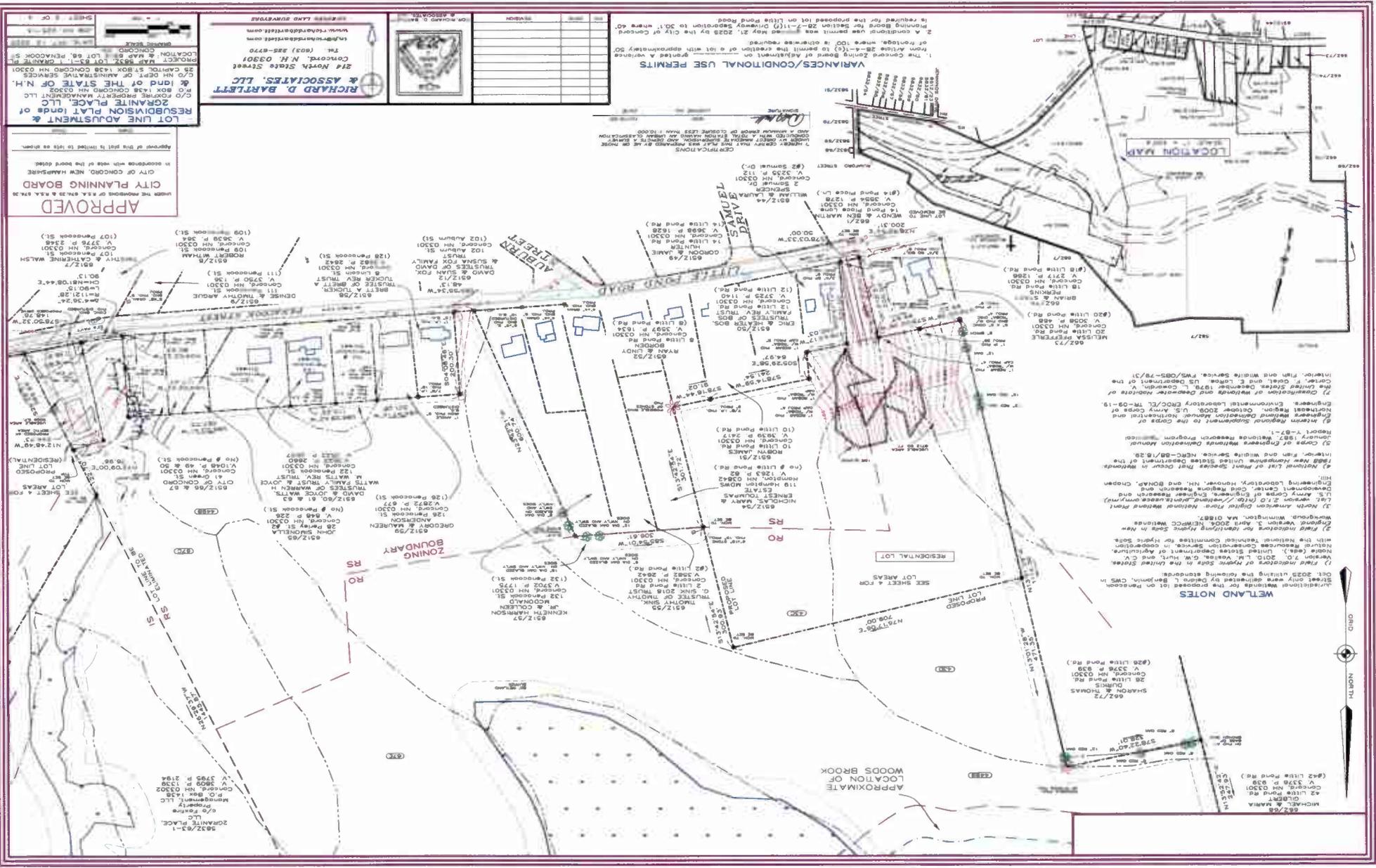
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LOT LINE ADJUSTMENT & ZONING PLACED, LLC

500 ROUTE 148 CONCORD, NH 03302
 603-888-1111
 500 ROUTE 148 CONCORD, NH 03302
 603-888-1111

RICHARD D. BARTLETT & ASSOCIATES, LLC

214 North State Street
 Concord, NH 03301
 (603) 225-8770
 www.rdbartlett.com
 rdbartlett@rdbartlett.com

NO.	DATE	REVISION

VARIANCES/CONDITIONAL USE PERMITS

1. The Concord Zoning Board of Adjustment on May 21, 2023 by a vote of 5-2 granted a variance to the proposed lot on Little Pond Road for Section 22-1-110. The proposed lot is approximately 30' wide and 60' deep.

2. A Conditional Use Permit was granted on May 21, 2023 by the City of Concord Planning Board for Section 22-1-110. The proposed lot is approximately 30' wide and 60' deep.

APPROVED

CITY PLANNING BOARD

IN ACCORDANCE WITH VOTE OF THE BOARD DATED 10/20/2023.

APPROVED BY THIS CITY PLANNING BOARD ON 10/20/2023.

APPROXIMATE LOCATION OF WOODS BROOK

RESIDENTIAL LOT

PROPOSED LOT LINES

ZONING BOUNDARY

SUBDIVISION BOUNDARY

AUBURN STREET

SARATOGA STREET

LOT 100 (100 Litt Pond Rd) V. 3788 P. 1330

LOT 101 (101 Litt Pond Rd) V. 3788 P. 1330

LOT 102 (102 Litt Pond Rd) V. 3788 P. 1330

LOT 103 (103 Litt Pond Rd) V. 3788 P. 1330

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LOT 200 (200 Litt Pond Rd) V. 3788 P. 1330

Exhibit B
Seller's Work

One Granite Place North Building Upgrades - Scope of Work

One Granite Place, Concord, NH

September 15, 2025

DIVISION 1 – GENERAL CONDITIONS

PROJECT MANAGEMENT:

1. Capital Construction LLC (Capital) will assign a project manager who will be responsible for management and oversight of the project. This person will serve as FoxFire Property Management's (OWNER) primary contact. The project manager will work in close cooperation with OWNER throughout the design and construction process.
2. Project meetings between Capital and OWNER will take place a minimum of twice per month, or more often if required to keep all the parties properly informed as to the progress of the project.

DESIGN:

1. Project design documents for restroom renovations will be provided by Capital.

PERMITTING:

1. All permitting of the renovation will be the responsibility of Capital.

TEMPORARY FACILITIES:

1. The following temporary construction-related facilities will be provided by Capital:
 - A. Toilet facilities.
 - B. Waste storage and removal; as required to maintain site in clean and orderly condition.
2. Project identification signage with the following information:
 - A. Capital's company name, logo and phone number.

INSURANCE:

1. General liability and worker's compensation policies will be provided by Capital.
2. A Builder's Risk policy will be provided during the construction by Capital.
3. All building components and systems described in this specification will be provided with a minimum 1-year warranty from the date of substantial completion.

PROJECT CLOSEOUT AND COMPLETION:

1. At the completion of the project, an Owner's Manual with the following information will be assembled onto a CD and presented to OWNER:
 - A. Operation and maintenance manuals for major building systems.
 - B. A copy of all available manufacturers' extended warranties.
 - C. Product designations and color selections for finish materials.
 - D. Electronic copies of construction documents.
2. All equipment will be placed into full operation upon completion of the project, including the testing and adjusting of all systems for proper operation.
3. Capital will clean the facility in areas of work, as described below, prior to occupancy:
 - A. Remove temporary labels, stains and spots.
 - B. Remove waste materials, debris and rubbish from project site.
 - C. Broom clean and mop hard surface flooring.
 - D. Vacuum carpet flooring.
4. A limited supply of finish materials such as flooring, ceiling tiles and paint materials will be delivered to OWNER for future repair and touch-up.

DIVISION 2 – SITE WORK

DEMOLITION:

1. Provide removal of walls, ceilings and flooring as required for restroom renovations.
2. Cut/core and patch concrete slabs as necessary for restroom renovations.
3. Remove existing collapsed fencing at dry coolers.

SITE WORK:

1. Remove existing cistern and fill in.
2. Prepare pad location for new Chiller.
3. Prepare pad location for new Generator.
4. Finish grade at location of removal of dry coolers.
5. Provide matching fencing at cooling tower to fill in where removed.
6. Provide fencing at new Chiller.

ENVIRONMENTAL SITE WORK:

1. Provide removal of Underground Storage Tank following NHDES guidelines.
2. Provide sampling as required.
3. Compile and submit a UST Closure Report to NHDES.

DIVISION 3 – CONCRETE

CONCRETE FLATWORK:

1. Install concrete pad for generator.
2. Install concrete pad for chiller.

DIVISION 4 – MASONRY

None specified.

DIVISION 5 – METALS

None specified.

DIVISION 6 – WOOD & PLASTIC

None specified.

DIVISION 7 – THERMAL & MOISTURE PROTECTION

ACOUSTICAL INSULATION:

1. Sound insulating fiberglass batts will be installed within all new interior stud walls.

ROOFING SYSTEMS:

1. Remove existing EPDM roofing and related flashings and properly dispose.
2. Mechanically attach 1" ISO over existing ISO insulation.
3. Install ½" per foot tapered ISO crickets as all upslope side of curbs.
4. Install ½" per foot tapered ISO cricket down drain line to facilitate proper drainage.
5. Install fully adhered 090 EPDM membrane over new ISO with 30-year warranty.
6. Flash abutting walls, parapets, penetrations, and roof drains as required.
7. Sump existing roof drains.

8. Upgrade drains by replacing bolts, clamping rings and cast-iron domes.
9. Install up to (100) 30" x 30" walktreads.
10. Install new 24-gauge steel edge metal at roof edge, to match existing color.

CAULKING AND SEALANTS:

1. Install caulking at dissimilar materials.
2. Install fire caulking as necessary at penetrations.

DIVISION 8 – DOORS & WINDOWS

DOORS:

1. General Door Standards:

- A. Certain hardware may be specified with an “ANSI” classification (American National Standards Institute). ANSI defines grade 1 as appropriate for heavy duty commercial applications, grade 2 as appropriate for medium duty commercial applications, and grade 3 as appropriate for residential and/or light duty commercial applications.
- B. **Master keying:** All key operated locking doors will be provided with a master keying system capable of permitting multiple security levels. Keying hierarchy to be developed in cooperation with the owner.
- C. **Hardware finish:** Polished chrome, or brushed chrome finish to be selected by OWNER.
- D. **Hardware design:** ADA approved lever handles.
- E. **Hinges:** All doors will be provided with commercial duty hinges. Finish shall match the remaining hardware. Exterior doors and security doors shall have hinge pins that cannot be removed while the door is in the closed position.
- F. **Automatic closing devices:** Commercial duty parallel arm hydraulic door closers will be installed on all doors that should normally remain in a closed position.
- G. **Doorstops:** Floor or wall mounted door stops matching the finish hardware will be provided at all doors without automatic closers.

2. Interior wood passage doors:

- A. **Door style:** 1 ¾” thick, solid core, smooth face, prefinished veneer door.
- B. **Finish:** Clear finish
- C. **Frame:** Knock down steel construction.
- D. **Hardware:**
 - i. Cylindrical locksets, passage sets or push/pull as appropriate for the intended application.
 - ii. ANSI grade 1 or 2 depending on application.
- E. **Finish:** Enamel paint on frame to match the building color scheme.

DIVISION 9 – FINISHES

GYPSUM BOARD AND LIGHT GAUGE FRAMING:

1. Interior stud walls will be framed with light gauge galvanized steel studs as follows:
 - A. **Stud gauge and thickness:** As required to support all applicable loads which are part of the construction.
 - B. **Wall heights:** All partition walls will extend to deck above.
2. Gypsum wallboard will be installed as follows:
 - A. **Thickness:** Generally wallboard will be minimum 5/8” thick. Certain specialty situations may utilize lesser thicknesses.
 - B. **Finish:** All wallboard will be taped prepared for the finish materials.
 - C. **Gypsum board finish at painted areas:** Where paint is specified to be installed over finished gypsum panels the following finish standards shall apply:
 - i. **Finish Level:** Level 4, as specified by the Gypsum Association of America. Level 4 is the highest finish level for taped drywall joints.
 - ii. **Limitations:** Taped drywall joints are subject to the following limitations, as outlined by the Gypsum Association of America.
 - In certain lighting conditions, particularly strong side lighting, drywall joints and fastener coatings may be visible. This is due to the fact that the joint compound will have a slightly different texture and surface elevation than the gypsum panels. Low

gloss paints, furnishings, and wall decoration will all help to minimize and/or eliminate seam visibility.

- Gloss and semi-gloss paints are not recommended for taped drywall finishes.
- Drywall finishing is always subject to some degree of imperfection.

D. **Fire Ratings:** Fire rated gypsum assemblies will be installed in accordance with applicable codes.

FLOOR FINISH MATERIALS:

1. The following outlines the floor finish material standards:
 - A. **Carpet:** Install carpet tile at elevators.
 - B. **Luxury Vinyl Tile:** Install luxury vinyl tile at two new restrooms.
 - C. **Vinyl Base:** Install vinyl base at new restroom flooring.

WALL FINISH MATERIAL STANDARDS:

1. The following outlines the wall finish material standards:
 - A. **Painted Drywall:**
 - i. **Installation:** Minimum 2 coats of eggshell finish paint over 1 coat primer.
 - ii. **Location:** New restrooms.

CEILING FINISHES:

1. The following outlines the ceiling finish material standards:
 - A. **2' x 2' Revealed Edge Acoustical Tile:**
 - i. **Grid:** 15/16" white prefinished steel suspended grid.
 - ii. **Location:** New restrooms.
 - B. Patch in grid and tile at new wall locations outside of new restrooms.

DIVISION 10 – SPECIALTIES

ARCHITECTURAL SPECIALTIES:

1. **Fire Extinguishers:**
 - A. **Location and Quantities:** As required by applicable codes.
 - B. **Type:** As required by applicable codes.
 - C. **Installation Style:** Extinguishers installed in semi-recessed cabinets in finished areas.
2. **Toilet Accessories:**
 - A. **Location:** Restrooms
 - B. **Type:** ADA Grab bars
 - C. **Type:** Channel frame mirrors
 - D. **Type:** Robe hooks

DIVISION 11 – EQUIPMENT

None specified.

DIVISION 12 – FURNISHINGS

None specified.

DIVISION 13 – SPECIAL CONSTRUCTION

None specified.

DIVISION 14 – CONVEYING

ELEVATORS:

1. Provide new SnapCab interior finish upgrades to the duplex elevators and the freight elevator. These will attempt to match as close as possible with the South Building.

DIVISION 15 – MECHANICAL SYSTEMS

PLUMBING PIPING:

1. **Water:**
 - A. **Piping Material:** Copper
 - B. Hot and cold domestic water piping will be installed as required to all plumbing fixtures provided as part of this specification
2. **Sewer/Waste Drainage:**
 - A. **Drain Material:** PVC or Cast Iron
 - B. **Vent Material:** PVC or Cast Iron
 - C. Sanitary waste and vent piping will be installed as required to all plumbing fixtures, including appropriate cleanouts.

PLUMBING FIXTURES:

1. **Lavatory Sinks:**
 - A. **Type:** Single bowl porcelain, ADA compliant
 - B. **Mounting:** Wall mount
2. **Lavatory Faucets:**
 - A. **Type:** Hands free
 - B. **Finish:** Polished chrome
3. **Toilets:**
 - A. **Type:** ADA compliant with hands free flushometer
 - B. **Mounting:** Wall mount

FIRE SUPPRESSION SYSTEMS:

1. The existing original standard response sprinkler heads will be replaced with new quick response sprinkler heads, similar in appearance.

BOILER SYSTEMS:

1. Replace existing boiler with two natural gas fired high efficiency boilers.
2. Install two boiler circulator pumps.
3. Install two new sidewall flues and fresh air.
4. Install two acid neutralizing cartridges and condensate piping.
5. Rework layout of main loop and boiler room for better access (serviceability).
6. Install new expansion tank.
7. Install new gas piping.
8. Install new control and power wiring.

MAKE-UP AIR UNIT:

1. Remove existing condenser.
2. Remove R-22 DX coils.
3. Power wash and clean entire air handler.
4. Install new chilled water coil.
5. Install new hot water coil.
6. Install one, 100 Ton chiller.
7. Install new chilled water piping.
8. Remove both 1st/2nd stage air cooled and 3rd/4th stage water cooled R-22 condensers.
9. Run new hot water piping to hot water coil.
10. Install new motor drives.
11. Install new damper motors.
12. Install new return fan.
13. Install control system.
14. Install new motor drives.

COOLING TOWER:

1. Remove SPX cooling.
2. Install new closed loop tower.
3. Rework 6" mains outside and inside for loop.
4. Relocate pumps from pit to inside building.
5. Reconnect heat pump loop.
6. Remove the tube and shell heat exchanger.

HEAT PUMPS:

1. Replace up to eleven (11) non-working heat pumps.
2. Tie back in units to the primary loop that are connected to the dry cooler loop.

CONTROLS:

1. Remove existing pneumatic controls.
2. Replace with all DDC controls.
3. Install CO2 sensors and set system up with Demand Controlled Ventilation.

MECHANICAL ENGINEERING:

1. Proceed with repairs and upgrades under the direction of an engineer and provide stamped plans and engineering sign-off at the completion of the project.

DIVISION 16 – ELECTRICAL SYSTEMS

POWER DISTRIBUTION:

1. Remove and replace existing panelboards as follows:
 - A. **Main electric room:** Panels Q1 and PR
 - B. **Boiler room:** Panels N and P
 - C. **1st Floor electric closet:** Panels A, B, C1, and C2
 - D. **2nd Floor electric closet:** Panels D, E, F, and FN2
 - E. **3rd Floor electric closet:** Panels G, H, J, and J1
 - F. **4th Floor electric closet:** Panels K, L, M, M1, and M2
2. Disconnect all wiring to HVAC equipment to be removed.
3. Install new wiring and disconnects to new HVAC equipment.
4. Install new electrical for two new ADA restrooms.

GENERATOR SYSTEM:

1. Remove two existing generators on the north side of the building.
2. Furnish and install one (1) 450 KW generator as a replacement for both.
3. Add one (1) 400 amp feeder from the generator to run alongside the existing 400 amp feeder (to create parallel feeder) to the existing ATS switch and rewire.
4. The two existing ATS switches will remain.

LIGHTING:

1. All existing light has been converted to LED bulbs and will remain as is installed.
2. Provide new lighting at two new restrooms.

EMERGENCY AND EXIT LIGHTING:

1. Emergency egress lighting will remain tied into the generator

FIRE ALARM:

1. Provide fire alarm devices as required for two (2) new restrooms.

ELECTRICAL ENGINEERING:

1. Proceed with repairs and upgrades under the direction of an engineer and provide stamped plans and engineering sign-off at the completion of the project.

EXCLUSIONS

EXCLUSIONS:

1. Hazardous material testing and removal other than listed above.
2. Municipal Permits and Fees other than as listed above.
3. Special Inspection Fees.
4. Winter Conditions.
5. Demolition other than as listed.
6. Removal of existing office partitions.
7. Removal of existing office furniture.
8. Structural improvements or repairs.
9. Roof repairs or patching other than as listed above.
10. Rigging or relocating existing equipment/furniture.
11. Shelving or racks.
12. Furnishings or fixtures.
13. Kitchen equipment or appliances.
14. Window Treatments.
15. Adding plumbing facilities or repairs other than as listed above.
16. Upgrading the existing fire protection sprinkler service.
17. Upgrading the existing electrical service or panels other than as listed above.
18. Audio/Visual wiring/equipment.
19. Phone or computer systems.
20. Camera systems work or rework.
21. Access control wiring or systems.
22. Renovations to areas of the building not included in this scope.
23. Existing restroom renovations.
24. Restoration of the first-floor areas as part of this contract. (First-floor restoration to be completed under a separate contract with the owner.)

PROJECT BUDGET

CONSTRUCTION SCOPE OF WORK	\$3,354,000
OPTION 1 - CONTINGENCY	<u>\$200,000</u>
TOTAL	\$3,554,000

Exhibit C
Sample Guarantee of Work Provisions

GUARANTEE OF WORK

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of Substantial Completion of the work.

- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Seller or Buyer, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, then the Contractor shall, promptly upon receipt of notice from the Seller or Buyer, and at his own expense:
 - 1. Place in satisfactory condition, in every particular detail, all such guaranteed work and correct all defects therein.

 - 2. Make good all damage to the building or site, or to any equipment or contents thereof, which, in the opinion of the Seller or Buyer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.

 - 3. Make good any work or material, or any equipment or contents of said building or site, as were disturbed in fulfilling any such guarantee.

- C. If, when fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, then he shall restore such disturbed work to a condition satisfactory to the Seller or Buyer and guarantee such restored work to the same extent as originally guaranteed under such other contract.

- D. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, then Seller or Buyer may have the defects corrected and the Contractor and his/her Surety shall be liable for reimbursement of all expenses so incurred by Seller and/or Buyer.

- E. All special guarantees applicable to definite or specific parts of the work as may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the foregoing "Guarantee of Work" provisions set forth in this Contract during the first year of effectiveness of such special guarantees.

- F. Failure to adhere to the foregoing "Guarantee of Work" provisions may result in the requirement of a Letter of Credit, a surety bond, or other guaranty, security, or financial accommodation to be provided by the Contractor at its sole expense, of a type and in a form, and having a face value, acceptable to Seller and/or Buyer.

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 2GRANITE PLACE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 20, 2006. 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: **569249**

Certificate Number: **0007334923**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of November A.D. 2025.

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

David M. Scanlan
Secretary of State

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

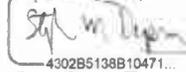
Effective as of November 21, 2025

The undersigned, being the sole member of 2Granite Place, LLC, a New Hampshire limited liability company (the "Company"), hereby consents in writing to the following actions:

VOTED: To authorize the Company to sell the real property identified as 1 Granite Place, North Building, Concord, New Hampshire (the "Property") pursuant to the terms of a certain Purchase Agreement by and between the Company and the State of New Hampshire, by and through its Department of Administrative Services, dated November 21, for the purchase price of Fifteen Million One Hundred Seventy-Four Thousand Seven Hundred Fifty Dollars (\$15,174,750.00), as may be amended, which terms the undersigned has reviewed and find to be in the best interest of the Company (the "Purchase Agreement").

FURTHER VOTED: To authorize Stephen Duprey, as member, and Kate Young, as authorized agent, each acting singly on behalf of the Company, to negotiate, execute and deliver the Purchase Agreement, and any and all other documents on behalf of the Company, as he/her, in his/her sole discretion, deems necessary, desirable, or appropriate to effectuate the intent and purposes of the forgoing votes on behalf of the Company.

DocuSigned by:



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Stephen Duprey
Member



**Bernstein, Shur,
Sawyer & Nelson, P.A.**
Jefferson Mill Building
670 North Commercial Street
Suite 108
PO Box 1120
Manchester, NH 03105-1120

T (603) 623 - 8700
F (603) 623 - 7775

James D. Kerouac
Shareholder
603-665-8824 direct
jkerouac@bernsteinshur.com

November 4, 2025

Via E-Mail

Charles M. Arlinghaus
Commissioner
NH Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Re: Legal Representation

Dear Commissioner Arlinghaus:

Thank you for selecting Bernstein Shur. We may sometimes refer in this letter to Bernstein Shur as the "Firm," or "we." The purpose of this letter is to set forth the terms of the Firm's agreement to provide professional services. The terms stated in this letter form a binding agreement between the client(s) identified below and the Firm. Please read this letter carefully. If you have any questions or concerns, please call me. Otherwise, please sign and return this letter by e-mail to provide us with a written acknowledgement of your agreement to these terms.

Party or Parties Represented

We are being hired to represent State of New Hampshire Department of Administrative Services (the "Department"), who we may sometimes refer to in this letter as "you".

Our representation of the Department does not constitute our representation of any affiliate, subsidiary or parent entity or any other department, board, commission or agency of the State of New Hampshire or of any individual agent or employee of the Department, unless we subsequently agree to such representation in writing.

We have not been engaged to provide advice to any person, or entity that has not expressly retained us to do so and we disclaim any duty to provide advice that we have not been retained to provide.

Scope of Work

The Department has asked us to provide the following professional services to it: Service as title and escrow agent in connection with the State's purchase of Granite Place North in Concord, New Hampshire, including coordination of a title search and the issuance of an owner's policy of title insurance in our capacity as an agent for First American Title Insurance Company ("First American").

The scope of our engagement is limited to the description above and does not include the offering of services or advice on any other matters including, but not limited to, tax advice or advice concerning disclosure obligations under federal or state securities laws, except as expressly included in the description above. We would be pleased to discuss any proposed revisions to our scope of work with you and will confirm any such revisions in writing.

Conflicts of Interest

Before beginning our representation, we conducted a computerized name check against our client records in order to determine whether a disqualifying conflict of interest exists between our representation of you and our representation of any other clients.

We have not identified any such conflicts at this time. However, during the course of our representation, you should be alert for the development of any new or potential conflict that may arise. Please notify the attorney you are working with at the Firm immediately if you become aware of a conflict or potential conflict. Additionally, for our business purposes, please let us know if you change your company name or acquire any companies or entities so we may update our records. In the event that a conflict arises, we will attempt to resolve it, to the extent permitted by the applicable Rules of Professional Conduct, by making any necessary disclosures and seeking any needed consents from you and any other affected client. In the event that we are unable to obtain such consent, or that we conclude that we should not continue to represent you in light of the conflict, you agree that we may terminate this representation.

It is the understanding of the firm and the State that this engagement and all obligations of the parties in connection with this engagement does not create a conflict of interest or otherwise prevent the firm from representing clients in matters adverse to the State or any other department, bureau, commission or agency of the State other than the Department. Additionally, to the extent any conflict of interest may exist now or in the future based upon the firm's representation of a client in a matter that is adverse to the Department and unrelated to the firm's representation of the Department in the above-described transaction, the Department hereby waives, to the fullest extent permitted by the New Hampshire Rules of Professional Conduct any current or future conflict of interest created by such representation.

Fees and Expenses

We will charge the following fees for our services:

- Closing and Escrow Agent - \$1,500
- Title Insurance Premiums payable to First American – \$1.50 per \$1,000 of coverage (i.e., \$23,400 for title insurance coverage in the amount of \$15,600,000), which includes the base premium and premiums for all endorsements.
- Title Search – Reimbursement for our actual, out of pocket expense incurred in connection with a title search conducted by an outside vendor.

Our general overhead is not a client expense and you will not be billed for telephone charges, photocopies, faxes, computerized research or other overhead items. You will, however, be billed for certain expenses including but not limited to express delivery services, travel expenses, and third-party expenses incurred on your behalf. In a litigation matter the expenses may also include charges and fees for witnesses, experts, investigators and consultants, depositions costs and transcripts, outside photocopying or scanning services, filing fees, and preparation of exhibits and visual aids. You agree that payment of these expenses will be your responsibility. In the case of third-party expenses, we typically will forward the bills to you for payment directly to the service provider or vendor.

We will bill you at the time of the closing of the transaction described above. If the transaction does not occur for any reason, the Closing and Escrow Agent fee and reimbursement of the title search expenses will be billed at the conclusion of the matter and payment is due within thirty days after your receipt of our bill. We reserve the right to charge a late fee of 1 ½% per month for all fees and expenses advanced by the Firm that are not paid within thirty days of the billing date. We will notify you if your account becomes delinquent. If the delinquency continues and you do not make satisfactory arrangements for payment, you agree that we may withdraw from representation. You also agree to pay the costs we incur in collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

I understand that Jared Nylund at the Department is the person to receive our statements for professional fees and expenses, which will be sent via e-mail to jared.j.nylund@das.nh.gov. If this is not accurate, please advise me to whom the Firm's statements should be sent and to what e-mail or physical address.

Estimates of Fees and Costs or Expressions of Likely Outcome

Any expression on our part concerning the cost or outcome of your matter is an expression of our professional judgment, not a guarantee. Our opinions are necessarily limited by our knowledge of the facts which may be incomplete and are based on the circumstances at the time they are

expressed which may evolve, at times in unpredictable ways. Unless we expressly agree in writing to a maximum or a fixed fee, our projections of fees and costs are not binding upon us.

In matters involving litigation or arbitration, circumstances may arise which may subject you to additional costs in ways that are difficult to anticipate. For example, if you are the plaintiff, you may be subject to a counterclaim asserted by the defendant that you must continue to defend even if you dismiss your claims against the defendant. Similarly, regardless of whether you are the plaintiff or the defendant, the losing party is typically required to pay the other party's "costs" which include such things as filing fees, witness fees, travel expenses, costs for preparation of exhibits, court reporters' fees, and expert witness fees. These costs can be quite substantial. Additionally, under some circumstances a court or arbitrator can order one party to pay the other party's attorneys' fees.

Confidentiality and the Attorney-Client Privilege

We respect your confidences and are required to protect your confidential information and our communications with you. This professional obligation and the legal privilege associated with attorney-client communications exist to encourage candid and complete communication between us. However, you should be aware that the attorney-client privilege applies only to those communications between a client and a law firm that are made for the purpose of obtaining legal advice. To the extent that your communications with the Firm do not fall within this classification, they may not be privileged. For example, while we will hold communications with our government relations or public affairs professionals regarding lobbying or public affairs services or with our information technology professionals regarding cybersecurity services in confidence, such communications could be successfully challenged by a third party as not covered by the attorney-client privilege.

Additionally, the attorney-client privilege may be waived if communications between us are shared with others or made public. Please discuss with us in advance any plans you may have to share our communications with the public or with persons outside of the Firm, including with other professionals you may have retained to assist you in this matter (e.g., engineers, accountants, or appraisers).

For similar reasons, you must be careful with e-mail communications, texts and communications made by way of various social media. Use care in the choice of the computer you use to communicate with us. If you use a computer at your work or home that may be accessed by others, such as family members or your employer, there is a risk that electronic communications may be read by third parties and/or constitute a waiver of the attorney-client privilege. We will assume that you have considered this when you supply an e-mail address to us and that you have determined that your computer is secure.

In order to identify and address potential conflicts of interest that may arise in the future related to our representation of you, it may be necessary for us to reveal to existing or prospective clients the

fact that we represent you. By signing this engagement letter, you agree that we may reveal that fact in order to identify or address conflicts of interest. We will not reveal any information about the nature of our work for you without first asking your permission to do so.

Finally, we may use artificial intelligence (“AI”) tools to assist us with tasks such as research, document drafting, document review, and organization of ideas. We use AI to augment our work, not to replace professional judgment. All AI generated materials are carefully reviewed for accuracy by a qualified attorney. Additionally, we use secure AI platforms to protect client confidentiality and do not input any confidential information into an unsecured or public AI platform.

If you have any questions or concerns regarding the attorney-client privilege, our use of AI, or any other confidentiality issues, please discuss them with us.

File Retention in Completed Matters

At the conclusion of this engagement, we will scan your file and destroy the paper copy, with the exception of original documents that derive value by being retained in the original form, which will be returned to you. We will retain the scanned image of your file for at least eight years. If you wish for us to return the entire paper file to you, you must expressly notify us of this desire and agree to pay for shipping and handling of the file.

Termination of Our Representation

This agreement may be terminated by you or the Firm with or without cause at any time upon reasonable notice and consistent with applicable legal rules of ethics. If we are representing you in a litigated matter, we may be required to seek the permission of a judge or administrative body before we can discontinue our representation. If you terminate our representation or fail to pay our fees after reasonable notice, which we consider a form of termination, you agree to expeditiously locate replacement counsel. We also will consider our representation of you to have ended if we have not been asked to provide any services to you for a 12 month period. If you subsequently engage us to perform further or additional services, the lawyer-client relationship will be reestablished, subject to the terms on which we may agree at that time.

The fact that we might inform you from time to time of developments in the law which might be of interest to you, by newsletter or other means does not constitute performing legal services and will not reestablish a lawyer-client relationship that has terminated by the passage of time or otherwise. Additionally, we assume no obligation to inform you of any developments in the law unless we have been specifically engaged in writing to do so.

In order to avoid any future misunderstandings we ask that you please sign a copy of this letter in the place indicated below and return the signed copy to us. If you have questions or concerns

Charles M. Arlinghaus
November 4, 2025
Page 6 of 7

before signing, please call me. In the event that you do not send back a signed copy, you will be deemed to have accepted the terms of engagement set forth in this letter if you give us instructions to continue work on this matter after you have received this letter. If you retain us for further work in the future, we may not issue a new engagement letter and, in that case, the terms in this document will continue to apply.

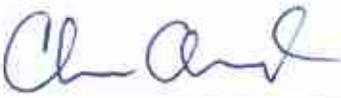
We appreciate the opportunity to be of assistance to you and we look forward to working with you.

Sincerely,

James D. Kerouac

James D. Kerouac

I UNDERSTAND AND AGREE TO THE TERMS OF THIS LETTER:

By: 

Charles M. Arlinghaus
Commissioner, New Hampshire
Department of Administrative Services

Date: 11-21-25

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the records of organization, amendment, and dissolution of corporations and annual reports filed by the same.

I further certify that BERNSTEIN, SHUR, SAWYER AND NELSON, P.A. is a duly organized business corporation under the laws of the State of Maine and that the date of incorporation is October 28, 1981.

I further certify that said business corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the articles of incorporation and that according to the records in the Department of the Secretary of State, said corporation is a legally existing business corporation in good standing under the laws of the State of Maine at the present time.



In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed, given under my hand at Augusta, Maine, this fourth day of November 2025.

Shenna Bellows

*Shenna Bellows
Secretary of State*

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 BERNSTEIN, SHUR, SAWYER AND NELSON, P.A. is a Maine Profit Corporation registered to transact business in New Hampshire on March 12, 2003. 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: **428806**

Certificate Number: **0007325787**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of November A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

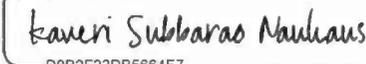
CERTIFICATE

BERNSTEIN, SHUR, SAWYER & NELSON, P.A.

I, Kaveri Subbarao Nauhaus, Chief Executive Office, of the Bernstein, Shur, Sawyer & Nelson, P.A., a Maine professional corporation (the "Corporation") do hereby certify that:

- (1) I am the duly elected and acting Chief Executive Officer of the Corporation;
- (2) I am duly authorized to issue certificates with respect to the Corporation;
- (3) I certify that James D. Kerouac is a duly elected Shareholder of the Corporation;
- (4) I certify that James D. Kerouac, in his capacity as Shareholder of the Corporation, is duly authorized to execute and deliver, and perform in accordance with, that certain engagement letter dated as of November 4, 2025 with the New Hampshire Department of Administrative Services (the "Department"), pursuant to which the Corporation will provide certain title and escrow agent services to the Department.

EXECUTED this 4th day of November, 2025.

Signed by:

D9B2F22DB5664E7
Kaveri Subbarao Nauhaus