



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 21, 2026

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

REQUESTED ACTION

Authorize the Department of Administrative Services (the "Department") to enter into a certain Real Estate Services Agreement dated August 20, 2026 with THE NORWOOD GROUP, INC., a Delaware corporation having an address of 116 South River Road, Bedford, New Hampshire, 03110 ("Norwood") (State Vendor Number 227784), for marketing and brokerage services to be provided to the Department in connection with the anticipated disposal by sale of the Tirrell House property located at 15 Brook Street in Manchester, New Hampshire (the "Property"), such Agreement to become effective upon authorization by the Governor and Executive Council for a term of up to one (1) year. The maximum amount payable by the Department to Norwood under the Agreement is a commission equal to five percent (5%) of the contract sale price of the Property. Such commission shall be payable solely out of gross proceeds due and payable to the State upon the closing of the anticipated sale of the Property. **100% General Funds.**

EXPLANATION

The Department seeks to enter into a Real Estate Services Agreement with Norwood to provide real estate marketing and brokerage services to the Department with regard to the proposed sale of the Tirrell House property located in downtown Manchester (the "Property"). With the assistance of Norwood, the Department hopes to identify and engage with a suitable qualified buyer/contractor who will purchase the entire Property as-is, in its then-current condition, pursuant to 2025 N.H. Laws 141:316.

The Department selected Norwood through an ad hoc competitive qualification and proposal process based in part on New Hampshire Code of Administrative Rules Chapter Tra 1000 (New Hampshire Department of Transportation Administrative Rules setting forth its "Process for Marketing and Sale of State-Owned [Real] Property Utilizing Real Estate Professionals") that began with the direct solicitation of real estate brokers that had been prequalified by NHDOT pursuant to Tra 1000 to assist NHDOT with proposed disposals of State real property located in the NHDOT service region within which the City of Manchester is located. Following a direct email solicitation for market analyses, proposed commission rates, and estimated time needed on the market, which was sent on June 22, 2026, to all twelve (12) brokers that had been prequalified for disposals of real property located in NHDOT Real Estate Service Region 3 with a submission deadline of July 8, 2026, two (2) firms submitted responses. Proposed fees were considered initially as a minor factor in the actual selection process, but the proposed commission rate of the successful broker was later negotiated downward to five percent (5%) in light of intervening publicly expressed opinions of the Governor and Executive Council regarding the upper limits of acceptable real estate broker commission rates in most circumstances. The tentative selection was based primarily

on the credibility and persuasiveness of the market analysis provided in support of the broker's opinion of value, as evaluated by Department staff with experience in such matters, who examined such details as the astuteness of comparable sales selections used in the market analyses and the validity of the various assumptions underlying the opinions of value.

The term of the proposed agreement is one (1) year, but the Department has the right to unilaterally terminate the agreement for any or no reason after six (6) months.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus
Commissioner

SOLICITATION OF PREQUALIFIED REAL ESTATE BROKERS
FOR MARKET ANALYSES AND PROPOSED COMMISSIONS
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
(Tirrell House Property, 15 Brook Street, Manchester)

EVALUATION SUMMARY

	<u>Overall Rank</u>
NAI Norwood Group	1
KW Commercial	2

NOTE: Response ranking above is based primarily on the demonstrated credibility and persuasiveness of the market analyses.

Proposed Fees

NAI Norwood Group:	6% of contract sale price
KW Commercial:	6.5% of contract sale price

NOTE: Proposed fees were initially considered in the actual selection process, but the tentatively successful broker's commission was later negotiated downward to five percent (5%).

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
STAFF INVOLVED IN THE EVALUATION OF
REAL ESTATE BROKER MARKET ANALYSES AND PROPOSED COMMISSIONS

Jared J. Nylund, Esq., Real Property Asset Manager

James A. Shepard, Esq., Chief Legal Officer

STATE OF NEW HAMPSHIRE
REAL ESTATE SERVICES AGREEMENT

1. The STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 (“SELLER”), hereby grants to the undersigned THE NORWOOD GROUP, INC., a Delaware corporation having an address of 116 South River Road, Bedford, New Hampshire, 03110 (“AGENT”), effective as of _____, 2026, the date upon which this Agreement was authorized by the Governor and Executive Council of the State of New Hampshire (the “EFFECTIVE DATE”) and shall expire on the TERMINATION DATE (as hereinafter defined), 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 known as the **Tirrell House property located at 15 Brook Street**, on the southwesterly corner of the intersection of Brook Street and Temple Court, **in the City of Manchester, New Hampshire**, owned by SELLER (Tax Map 8, Lot 22), primarily consisting of a parcel of land containing approximately 0.11 acres, together with a 2.5-story house featuring approximately 3,978 square feet of finished living area plus a full basement, which house was originally constructed as a duplex (and was later renovated into and used as a single large “group” home laid out as a boarding house, with several private bedrooms, shared bathrooms on each floor, and a single shared kitchen on the first floor—but retaining most of the dividing wall from its early days as a duplex), a detached 552-square-foot former garage outbuilding that has been finished, wired, plumbed, and otherwise renovated into a “meeting room” studio space with hot water, electricity, a private bathroom and shower, a mini-split heating and air conditioning unit, and laundry hookups for a vertical combined washer-dryer unit (but no kitchenette, and the former garage building is not presently permitted or recognized by the City as an accessory dwelling unit (ADU) or as an apartment), 2 paved driveways providing off-street parking for 4 or more vehicles (2 off-street “parking spaces” are accessible from Temple Court in front of the former garage building; the other 2 are in the single-lane driveway along the west side of the house), together with all other buildings, structures, and other improvements situated on said parcel of land, and any appurtenant easements across adjacent lands (the “PROPERTY”), the exclusive right to market, list, and solicit proposals to purchase and redevelop said PROPERTY at such price **and on such terms and conditions as are acceptable to SELLER**. SELLER and AGENT specifically agree that the PROPERTY shall be advertised and marketed at an initial asking or list price to be determined and agreed to by SELLER and AGENT, which initial list price shall be Four Hundred Fifteen Thousand Dollars (\$415,000.00) unless and until SELLER determines or agrees with AGENT that a different listing price more closely approximates current market value. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase the PROPERTY at such price and on such terms and conditions as are acceptable to SELLER, then SELLER agrees to pay AGENT a commission of five percent (5%) of the contract sale price. Any commission due under this paragraph shall be paid out of gross sale proceeds at closing, up to the extent of available gross sale proceeds. SELLER retains complete discretion to accept or reject any buyer or offer, and to close, or not close, or to otherwise act as SELLER chooses 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 in its sole discretion.

2. THIS AGREEMENT SHALL BE IN EFFECT for one (1) year, commencing on the EFFECTIVE DATE and ending on the date one (1) year thereafter (the "TERMINATION DATE"), unless the PROPERTY is sold sooner. SELLER shall have the right to terminate this Agreement six (6) months after the Effective Date for any or no reason, in its sole discretion, by providing written notice to the AGENT not more than five (5) months after 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 one hundred eighty (180) days after the expiration or rescission of this Agreement to any party procured by AGENT. "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 redevelop 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. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, candor, confidentiality, reasonable care, diligence, and accounting. AGENT shall not make any announcements, press releases, or other public statements regarding the PROPERTY without the express prior approval of SELLER.

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) SELLER may provide keys to the buildings situated within the PROPERTY to AGENT. If keys are provided, then AGENT has permission to access such buildings for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such buildings within 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 is to be retained.
- (g) With approval from SELLER, AGENT may disclose the existence of other offers to purchase and proposals to renovate the PROPERTY but not the details of such other offers or proposals or the identities of the prospective buyers/contractors/builders.
- (h) AGENT may submit the PROPERTY listing data to a multiple listing service (MLS) or Co-Star, and it 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 in a segregated escrow account a deposit submitted with any prospective offer to purchase 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 subsection (l) with the prior written approval of SELLER.

7. TERMS OF ENGAGEMENT; ADDITIONAL SERVICES REQUIRED. AGENT hereby acknowledges and accepts the relationship of trust and confidence between SELLER and AGENT, and AGENT agrees to exercise professionally appropriate 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. 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. Reviewing SELLER's existing due diligence materials and conducting due diligence investigations and analyses of the PROPERTY, including with regard to environmental conditions, inventory and condition of buildings and other improvements, title encumbrances, historical or archeological resources on site, demolition requirements, land use and zoning, utilities, remaining state and local government tenants and users, and their relocation needs. Notwithstanding the foregoing, SELLER acknowledges that AGENT shall under no circumstances be liable to SELLER for any environmental conditions on the PROPERTY, including any hazardous materials, and SELLER shall not rely on AGENT with respect thereto;
- ii. Performing market analyses based on various likely uses of the PROPERTY;
- iii. Analyzing the highest and best use(s) of the PROPERTY;
- iv. Developing a market valuation of the PROPERTY that accounts for likely buyer costs of renovation, zoning changes, and land use permits (SELLER agrees that such market valuation shall not be deemed to be an appraisal);
- v. Developing a property listing/advertisement to be posted on one or more multiple listing services (MLS) and other marketing and buyer due diligence materials for the PROPERTY;
- vi. Advertising and actively marketing the PROPERTY on a local and regional basis;

- vii. Assisting SELLER with comparing and analyzing offers and assessing the organizational and financial strength of prospective buyers and their offers;
- viii. Collaborating with SELLER on the design and execution of an offer solicitation process, which, if there is sufficient interest in the PROPERTY, may take the form of a “call for offers” and/or one or more rounds of “highest and best offers,” and act as the default primary point of contact for the solicitation and receipt of all buyer/developer offers or proposals;
- ix. Soliciting proposed draft transaction documents from select buyer/developers; and
- x. Performing other related services as reasonably requested by SELLER.

8. **ADDITIONAL RESPONSIBILITIES OF AGENT.** AGENT acknowledges and agrees that as a state government entity SELLER’s actions regarding the PROPERTY are subject to certain government processes and procedures, including, without limitation, potential internal review and approval by statutory and/or legislative committees. AGENT further acknowledges and agrees that the contemplated renovation of the PROPERTY by the successful buyer likely will require the review and/or approval of various aspects of the contemplated project by various local and state government boards, committees, and agencies having jurisdiction over the PROPERTY or certain proposed changes in the uses thereof. Upon SELLER’s request, AGENT agrees to advise, assist, and support SELLER in any 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 any other party with which AGENT may contract, excluding any brokers who represent the buyer (but only to the extent that AGENT has contracted with such brokers to split or share fees or commissions), 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 then terminate this Agreement immediately upon providing 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 six (6) months after the Effective Date 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 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. In the event that SELLER decides during the term of this Agreement not to proceed further with the marketing and sale of the PROPERTY as contemplated herein, regardless of the continued availability of appropriated funds, then SELLER shall have the right to terminate this Agreement immediately upon providing written notice to AGENT.

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 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.
- (b) 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.
- (c) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (d) 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.

- (e) 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, by third parties, to the extent they are attributable to the negligent, reckless, or intentional conduct or omission of AGENT. SELLER shall not be liable for any costs incurred by AGENT arising from AGENT'S negligent, reckless or intentional conduct or omission. 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. Under no circumstances shall AGENT be liable to SELLER for: any lost or prospective profits; diminution in value; any indirect, consequential, business interruption, special, incidental, punitive or exemplary losses or damages, in each case whether based in contract, warranty, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or cause thereof.
- (f) 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 minimum amounts of insurance coverage:
 - (i) Commercial general liability coverage against all insurable 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 of not less than \$1,000,000 per occurrence and \$2,000,000 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); and
 - (iii) Workers' compensation insurance and employers' liability insurance as required by law.
- (g) 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.
- (h) Subject to SELLER's prior approval, which approval shall not be unreasonably withheld, AGENT may include in or with the PROPERTY listing, and/or any other marketing or due diligence materials to be provided to prospective buyers, written statements indicating the source(s) of included information regarding the PROPERTY and that the recipient is solely and fully responsible for conducting its

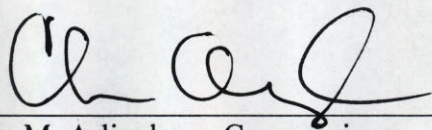
own due diligence with regard to the PROPERTY and should not rely solely on the information provided by AGENT, and appropriate written disclaimers of AGENT's responsibility or liability with regard to the PROPERTY or the accuracy or completeness of any information provided by AGENT regarding the PROPERTY of which AGENT is not the original source.

STATE OF NEW HAMPSHIRE ("SELLER")

By and through its

DEPARTMENT OF ADMINISTRATIVE SERVICES

By:



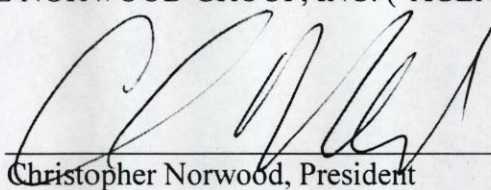
Charles M. Arlinghaus, Commissioner

Date:

8/21/26

THE NORWOOD GROUP, INC. ("AGENT")

By:



Christopher Norwood, President

Date:

8/11/2026

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "THE NORWOOD GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF AUGUST, A.D. 2026.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "THE NORWOOD GROUP, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF MAY, A.D. 1973.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



791722 8300

SR# 20264119826

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

A handwritten signature in cursive script, reading "C. P. Sanchez", written in black ink.

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204871649

Date: 08-19-26

State of New Hampshire

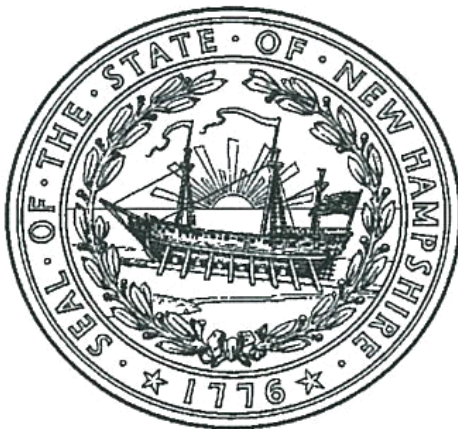
Department of State

CERTIFICATE

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

Business ID: 2795

Certificate Number: 0008001090



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of August A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

The Norwood Group, Inc.
d/b/a NAI Norwood Group
116-G South River Road
Bedford, New Hampshire 03110

Certificate of Authority

I, Louise Norwood, Secretary of The Norwood Group, Inc., certify to the following:

In regard to the property known as the Tirrell House, located at 15 Brook Street, Manchester, New Hampshire:

- a. The Norwood Group, Inc. was duly authorized to enter into the marketing agreement for this property.
- b. As the duly elected and qualified President of the Corporation, Christopher Norwood was authorized to sign the agreement on behalf of The Norwood Group, Inc.
- c. All actions taken on behalf of the Corporation prior to the date of the certificate in furtherance of marketing the property are ratified and affirmed as duly authorized acts of the Corporation, including the execution of the 2026 marketing agreement.
- d. As President of the corporation, Christopher Norwood is authorized to take any other actions on behalf of the Corporation in furtherance of the marketing of the property as he, in his sole discretion, deems necessary or desirable.

Date: August 11, 2026

Louise Norwood
Louise Norwood, Secretary
The Norwood Group, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2026

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Jade Couture PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: manch.certs@crossagency.com FAX (A/C, No): (603) 645-4331																					
INSURED The Norwood Group, Inc. 116 South River Road Bedford NH 03110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Tri-State Ins Co of Minnesota</td><td>31003</td></tr><tr><td>INSURER B:</td><td>Acadia Ins Co.</td><td>31325</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Tri-State Ins Co of Minnesota	31003	INSURER B:	Acadia Ins Co.	31325	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 25-26 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ADV0057603-36	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ADV0057603-36	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			ADV0057603-36	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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		WCA0356632-25 (3a.) NH	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Louise & Karl Norwood are excluded from workers compensation coverage.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New Hampshire
27 Hazen Drive

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




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2026

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Jade Couture PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: manch.certs@crossagency.com FAX (A/C, No): (603) 645-4331
INSURED The Norwood Group, Inc. 116 South River Road Unit G Bedford NH 03110	INSURER(S) AFFORDING COVERAGE INSURER A: Homesite Insurance Company of Florida INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 26-27 Prof Liab **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$
	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 ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$
A	Errors and Omissions			PEO-701296-00	06/15/2026	06/15/2027	Aggregate Each Claim Retention per claim \$2,000,000 \$1,000,000 \$20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
27 Hazen Drive

Concord

NH 03301

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AUTHORIZED REPRESENTATIVE

Daron Sch

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