



**MCC23-03R
RFP FOR REALTOR SERVICES
for the Sale of Land in Bennington, NH**

**Manchester Community College (MCC)
a component of the
Community College System of New Hampshire**

**Proposal Documents
Specifications**

Realtor (Name, Legal Status and Address, Email, Phone)

(Authorized Signature)

(Printed name and title)

By signing this document, the Realtor represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

Proposal Due Date/Time: November 23, 2022, Not Later Than 2 p.m.

TABLE OF CONTENTS

I	Purpose
II	Proposal Due Date
III	Description of Property
IV	Purchase and Sale
V	Preparation of Proposal
VI	Terms and Conditions
VII	Evaluation
VIII	Exhibits

MCC23-03R Realtor Services for the Sale of Bennington Property RFP

I - PURPOSE

The purpose of the Community College System of New Hampshire issuing this Request for Proposal (RFP) is to obtain thorough, complete and timely real estate services from qualified independent commercial real estate firms for the sale of its Bennington Property (land). The sale can be outright or via a purchase option to give prospective buyers/developers time to develop a plan for the site. Items not expressly stated herein, but necessary to achieve the intent, are understood to be covered by the general specifications or instructions. Lots can be sold independently or combined.

The Community College System of New Hampshire (CCSNH) includes seven colleges located around the state, (Concord, Berlin, Claremont, Laconia, Manchester, Nashua and Portsmouth) several Academic Centers, (Littleton, Rochester, Keene, and Lebanon) and the Chancellor's office in Concord, New Hampshire.

II - PROPOSAL DUE DATE

Proposal Due Date: November 23, 2022 no later than 2 p.m. Proposals received after November 23, 2022 at 2 p.m. **WILL NOT BE CONSIDERED.**

III – DESCRIPTION OF PROPERTY

This proposal consists of a parcel of land in Bennington, New Hampshire for sale, Tax Map 19 Lot 16, Book 5140/ Page 0901/ Type QV, zoned Rural/Agricultural.

Tax Map 19 Lot 16 shows that site Gillis Hill Road contains a total of approximately 1.4 acres of land. Based on Bennington, NH tax maps prepared by John E. O'Donnell & Associates of Auburn, ME the subject site has approximately 150± feet of frontage along the southerly side of Gillis Hill Road. The topography of the site is sloping gently away from road, wooded, 09 M&L, 14' small trail to a small clearing. The subject site is approximately 400± feet deep.

Utilities: The subject neighborhood is not serviced by a municipal water and sewer system which is typical for many of the properties located in the subject neighborhood. Additionally, public electrical, and telephone services are available at roadside.

Reference drawings:

Exhibit C attached – Bennington, NH Property Map Number 19 prepared by John E. O'Donnell & Associates of Auburn, Maine

Exhibit D attached – Bennington, NH Assessing Office Property Tax Card

IV – PURCHASE AND SALE

This sale of this property is subject to conditions which are described in Exhibit B – Sample Purchase and Sale Agreement.

MCC23-03R Realtor Services for the Sale of Bennington Property RFP

V - PREPARATION OF PROPOSAL

Proposal Instructions:

All submissions must be sent electronically via email to memoore@ccsnh.edu on or before November 23, 2022 no later than 2 p.m. to Matthew Moore, Director of Capital Planning and Development, Community College System of New Hampshire, Owners Representative, to be eligible for consideration which shall be submitted electronically in an email titled: **“MCC23-03R Realtor Services for the Sale of Bennington Property RFP”**

Companies, corporations or trade names, except sole proprietorships must be registered with the Secretary of State (Corporate Division, Telephone No. 603/271-3244) in order to do business with the State of New Hampshire. The selected proposer shall provide a Secretary of State valid certificate to CCSNH.

Proposals shall consist of narrative materials and cost proposals. An electronic copy via email is required and must be clearly marked and contain document original signatures scanned and included in the email.

Proposers must show three recent years' experience with sales of a similar complexity and cost and prior experience with sales within 50 miles of the project site.

When responding to the RFP, provide answers to questions in the order they are asked using the appropriate letter sequence.

If a proposer cannot meet a requested service, then that should be indicated in the appropriate section. Clearly indicate any services that will be provided by a third party.

The award will be based on the proposal that best meets the needs of the college. Factors included will be the cost, completeness of the proposal, quality of the technology provided, and experience of the sales team. The Community College System of New Hampshire reserves the right to waive any informality in or to reject any or all proposals.

Proposal Inquires: All inquiries concerning this request shall be made to Matthew Moore, Director of Capital Planning and Development, Community College System of New Hampshire. Owners Representative. Email: memoore@ccsnh.edu, Phone: (603)230-3565.

Modifications to Proposal:

CCSNH may modify the RFP before the scheduled due date. If so, modifications will be posted to the CCSNH website.

Firms will be allowed to modify their proposals if necessary, through the due date.

Any erasures or handwritten changes on the proposal shall be initialed by the individual signing the proposal.

Firms may withdraw their proposals prior to the submission deadline.

MCC23-03R Realtor Services for the Sale of Bennington Property RFP

Right to Reject:

CCSNH reserves the right to waive any and all informalities in its best, to reject any and all proposals, or to negotiate separately with any firm when it is in the best interest of CCSNH to do so.

Cost of Proposal:

CCSNH will not be responsible for expenses incurred preparing and submitting the proposals. Such costs shall not be included in the proposal.

Communications:

All communication in connection with this RFP shall be in writing directed to Matthew Moore, Director of Capital Planning and Development, via email: memoore@ccsnh.edu. All questions and responses shall be emailed to the proposers. The name of the firm inquiring will not be disclosed.

Validity of Proposal:

The proposal shall include language indicating the proposal is valid for at least 60 days from the RFP due date.

Specific Requirements:

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide commercial real estate brokerage services to CCSNH. The proposal should demonstrate the qualifications of the firm and the staff to be assigned. It should also specify an approach that will meet the RFP requirements. The proposal should address all the points outlined in the RFP and be prepared simply and economically providing a straightforward and concise description of the firm's capabilities to satisfy the terms of the RFP.

The proposal shall include the following.

Conflict of Interest:

An affirmative statement that the firm is independent of and has no conflict of interest with CCSNH.

License to Practice:

An affirmative statement that the firm is licensed to do business in New Hampshire.

Firm Profile:

Please include the following:

The size of the firm.

Name, position and experience of staff.

MCC23-03R Realtor Services for the Sale of Bennington Property RFP

The firm's recent experience with similar properties.

The firm's recent experience in and around Bennington, NH.

List of regulatory complaints, current litigation, and outstanding judgments

References:

A list of three references that we may contact to determine the firm's ability to provide the services requested in the RFP. Please provide the name of the reference with a contact person and telephone number.

Cost:

Please provide a schedule showing your commission fees and any other costs associated with such a sale.

VI - TERMS AND CONDITIONS

See attached Exhibit A - Sample - Contract for Services (agreement/general provisions)

VII- EVALUATION

The proposals will be evaluated by a CCSNH committee formed for that purpose. The committee might request a meeting with the firm to clarify information presented in the proposal. However, this step will be for finalists and the proposals, as submitted, should be complete. CCSNH will not be responsible for any costs incurred by the firm related to the meeting.

The committee will make a recommendation based on the experience of the firm, the experience of assigned personnel, work with similar clients, and cost. No single factor will determine the final award decision. CCSNH will negotiate with the successful firm to determine final price and contract form.

VIII - Exhibits

Exhibit A – Sample CCSNH Contract for Services

Exhibit B – Sample Purchase and Sale Agreement

Exhibit C – Bennington, NH Property Map Number 19 by John E. O'Donnell & Associates of Auburn, Maine

Exhibit D – Bennington, NH Assessing Office Property Tax Card

SUBJECT: _____

AGREEMENT

The Community College System of NH and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Entity of CCSNH		1.2 Entity of CCSNH Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for Entity of CCSNH		1.10 Entity of CCSNH Phone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
<p>1.13 Acknowledgement: State of _____ , County of _____</p> <p>On _____ , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
1.13.1 Signature of Notary Public or Justice of the Peace			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 Entity of CCSNH Signature		1.15 Name and Title of Signatory for Entity of CCSNH	
1.16 Approval by the CCSNH Finance Committee <i>(if applicable)</i>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The Community College System of NH, acting through the College identified in block 1.1 (“Entity”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the CCSNH Finance Committee, if applicable, this Agreement, and all obligations of the parties here under, shall not become effective until the date the CCSNH Finance Committee approves this Agreement as indicated in block 1.16, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the CCSNH Entity as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the Community College System of NH shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
4.2 The payment by the Community College System of NH of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The Community College System of NH shall have no liability to the Contractor other than the contract price.
4.3 The Community College System of NH reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by any provision of law.
4.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including visions, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, gender identity or expression, genetic information, and veteran status and will take affirmative action to prevent such discrimination.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. PERSONNEL.
6.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a Community College System of NH employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the Community College System of NH’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the Community College System of NH.

7. EVENT OF DEFAULT/REMEDIES.

7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 7.1.1 failure to perform the Services satisfactorily or on schedule;
- 7.1.2 failure to submit any report required hereunder; and/or
- 7.1.3 failure to perform any other covenant, term or condition of this Agreement.

7.2 Upon the occurrence of any Event of Default, the Community College System of NH may take any one, or more, or all, of the following actions:

- 7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 7.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the Community College System of NH determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 7.2.3 set off against any other obligations the Community College System of NH may owe to the Contractor any damages the Community College System of NH suffers by reason of any Event of Default; and/or
- 7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

8.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

8.2 All data and any property which has been received from the Community College System of NH or purchased with funds provided for that purpose under this Agreement, shall be the property of the Community College System of NH, and shall be returned to the Community College System of NH upon demand or upon termination of this Agreement for any reason.

8.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the Community College System of NH.

9. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

10. CONTRACTOR'S RELATION TO THE COMMUNITY COLLEGE SYSTEM OF NH.

In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the Community College System of NH. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the Community College System of NH or receive any benefits, workers' compensation or other emoluments provided by the Community College System of NH to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Community College System of NH. None of the Services shall be subcontracted by the Contractor without the prior written consent of the Community College System of NH.

12. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the Community College System of NH, its officers and employees, from and against any and all losses suffered by the Community College System of NH, its officers and employees, and any and all claims, liabilities or penalties asserted against the Community College System of NH, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. This covenant in paragraph 12 shall survive the termination of this Agreement.

13. INSURANCE.

13.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 13.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
- 13.1.2 special cause of loss coverage form covering all property subject to subparagraph 8.2 herein, in an amount not less than 80% of the whole replacement value of the property.

13.2 The policies described in subparagraph 13.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

13.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

14. WORKERS' COMPENSATION.

14.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Community College System of NH shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

15. WAIVER OF BREACH. No failure by the Community College System of NH to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the Community College System of NH to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage

prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

18. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19. FORUM SELECTION. The parties agree that any dispute arising out of or related to this Agreement may only be brought in the State or Federal Courts located in Merrimack County, New Hampshire.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT B

SAMPLE PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”), dated as of this ____ day of _____ (the “**Effective Date**”), is made by and between the Community College System of New Hampshire (“**Seller**”) with an address at 26 College Drive, Concord, New Hampshire 03301, and _____ (“**Purchaser**”).

RECITALS:

Seller desires to sell certain unimproved real property located at Gillis Hill Rd, (Map 19, Lot 16) Bennington, New Hampshire, and Purchaser desires to purchase such property.

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

1. The Property.

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

1.1.1 Certain land (the “**Land**”) located at Gillis Hill Rd, (Map 19, Lot 16) Bennington, New Hampshire and more specifically described in **Exhibits C and D** attached hereto;

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

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

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

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

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

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

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

1.3 Agreement to Convey. Pursuant to RSA 188-F:6, XIII-a, sale of the property is subject to a right of first refusal held by the State of New Hampshire and the prior approval of the long-range capital planning and utilization committee and governor and council. At Closing, Seller agrees to convey, and Purchaser agrees to accept, title to the Property by a quitclaim deed (the "**Deed**") in the condition described in Section 3.4.

2. Price and Payment.

2.1 Purchase Price. The purchase price for the Property (the "**Purchase Price**") is _____ Dollars (\$ _____).

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

2.2.1 Purchaser shall make an earnest money deposit with _____ (the "**Escrow Agent**") of _____ Dollars (\$ _____), paid at the time of execution of this Agreement (the "**Deposit**").

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

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

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

3. Inspections and Approvals.

3.1 Inspections.

3.1.1 Commencing on the Effective Date through the Approval Date (as defined in Section 3.5 hereof) and subject to the limitations set forth in Section 3 hereof, Seller agrees to allow Purchaser and Purchaser's engineers, architects, employees, agents and representatives (collectively, "**Purchaser's Agents**") reasonable access, during normal business hours, to the Property and to the records, if any, maintained by Seller during normal business hours. Such access shall be solely for the purposes of (i) reviewing contracts and any records relating thereto, if any; (ii) reviewing records relating to operating expenses, if any; and (iii) inspecting the physical condition of the Property and conducting non-intrusive physical or environmental inspections of the Property.

Purchaser shall not conduct or allow any physically intrusive testing of, on or under the Property without first obtaining Seller's written consent which consent may be withheld in Seller's sole and absolute discretion.

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

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

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

contemplated purchase, or if same is consummated, in connection with the operation of the Property post-Closing. Notwithstanding any other term of this Agreement, the provisions of this Section 3.1.4 shall survive Closing or the termination of this Agreement.

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

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

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

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

bond. Failure by Purchaser to discharge such lien shall be a material breach by Purchaser of this Agreement.

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

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

3.3 [Reserved.]

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

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

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

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

All of the foregoing are referred to herein collectively as “**Permitted Encumbrances**.”

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

4. **Seller’s Covenants for Period Prior to Closing**.

Until Closing, Seller or Seller’s agent shall:

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

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

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

5. **Representations and Warranties**.

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

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

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

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

5.1.4 As of the Effective Date, Seller is not the lessor under any lease affecting the Property. To Seller's actual knowledge, as of the Effective Date, there are no parties in possession of, or claiming any possession to, any portion of the Land and Improvements other than Seller.

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

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

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

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

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

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

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

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

6. Costs and Prorations.

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

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

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

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

6.1.4 All costs of undertaking the Title Examination;

6.1.5 Any and all recording fees; and

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

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

6.2.1 The fees and disbursements of Seller's counsel.

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

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

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

7. Damage, Destruction or Condemnation.

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

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

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

8. Notices.

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

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

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

If to Purchaser: [Name]
[Address]
Attention:
Telephone:
E-mail:

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

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

9. Closing and Escrow.

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

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

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

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

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

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

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

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

10. Default; Failure of Condition.

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

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

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

11. Miscellaneous.

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

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

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

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

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

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

11.7 [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

SELLER: COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

By: _____
Susan Huard
Chancellor

PURCHASER: _____

By: _____
Name: _____
Its: _____

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

ESCROW AGENT:

By: _____

EXHIBIT 1.1.1

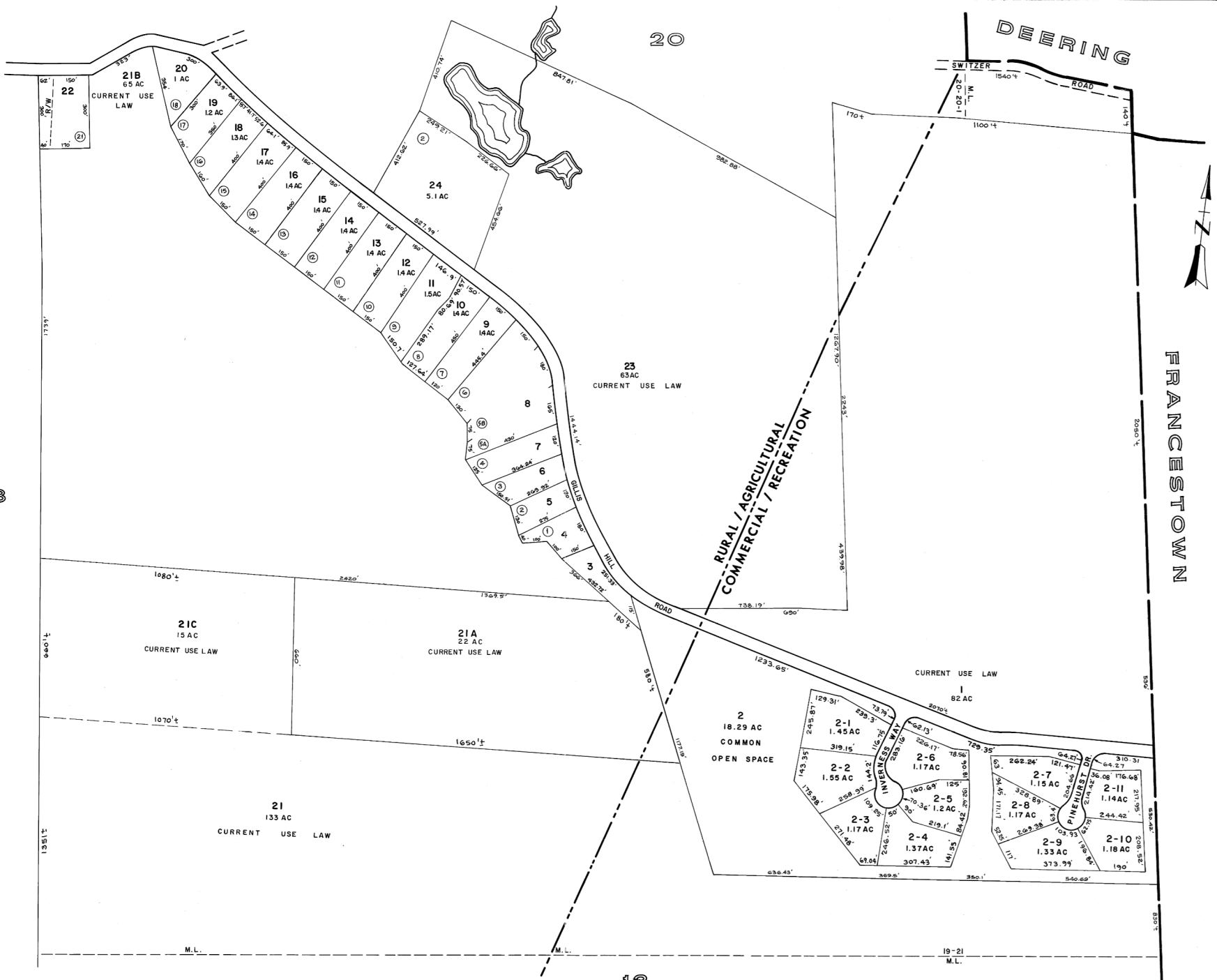
LEGAL DESCRIPTION

TO BE DETERMINED

EXHIBIT 9.2.1

FORM OF DEED

(To be attached)



FRANCESTOWN

18

13

FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

ZONING AS SHOWN

PREPARED BY PHOTOGAMMETRIC METHODS BY
JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE
1979

LEGEND
ADJACENT SHEET NO.
COMMON OWNERSHIP
DEVELOPMENT LOT NO.
SCALED DIMENSION

12
OR
±

PROPERTY MAP
BENNINGTON
NEW HAMPSHIRE

SCALE IN FEET
0 200 400


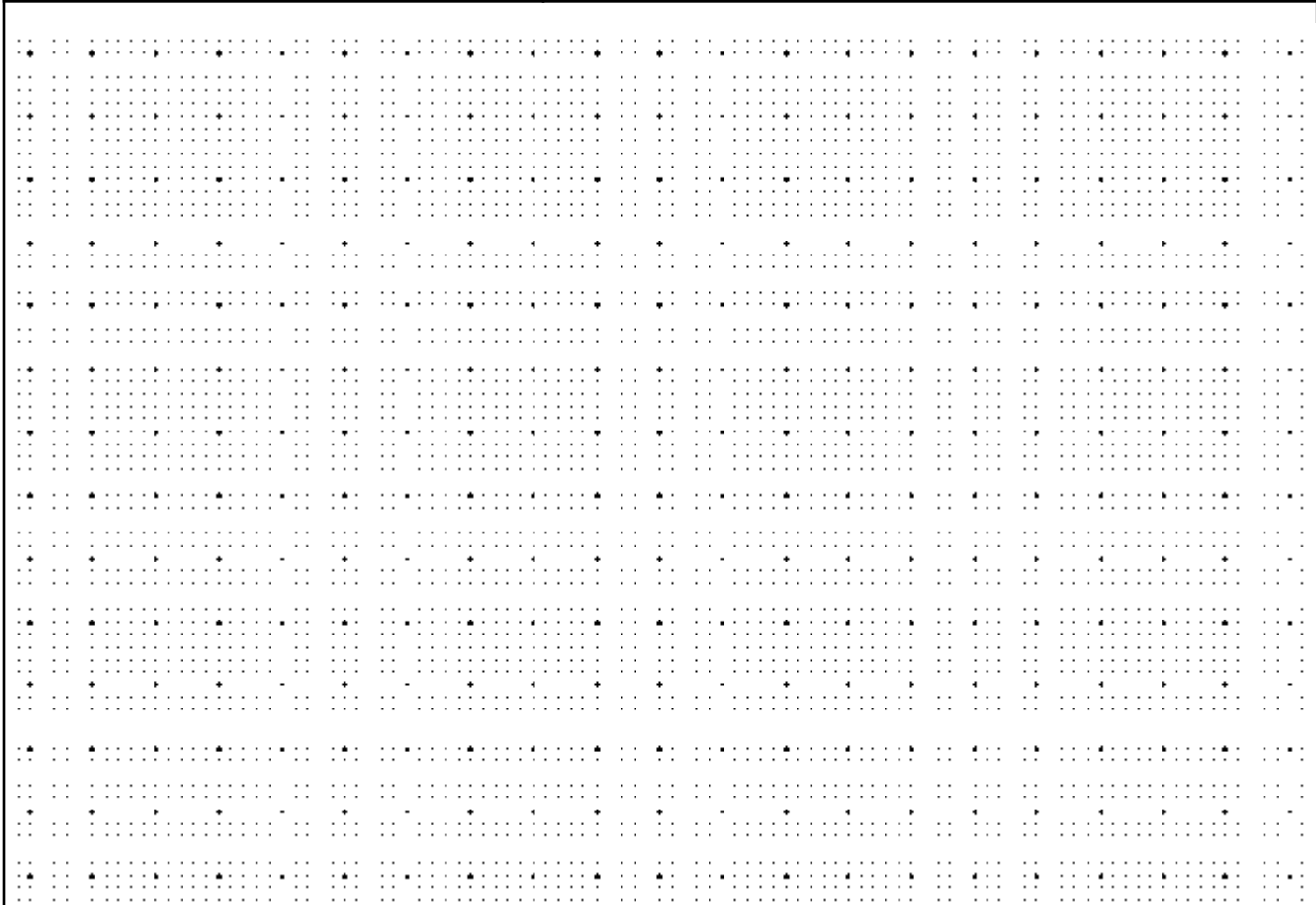
19

OWNER INFORMATION		SALES HISTORY					PICTURE
NH TECHNICAL COLLEGE-MANCHESTE 1066 FRONT STREET MANCHESTER, NH 03102		Date	Book	Page	Type	Price	Grantor
		10/10/1989	5140	0901	Q V	20,000	
LISTING HISTORY		NOTES					
02/15/19	KCRL	SLOPES GENTLY AWAY FROM ROAD, WOODED. 09 M&L. '14 SMALL TRAIL TO SMALL CLEARING					
04/01/14	EORL						
06/12/09	SBRL 09 M&L						
06/11/03	DMRL						
07/16/91	RS						

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	BENNINGTON ASSESSING OFFICE			

PARCEL TOTAL TAXABLE VALUE								Year	Building	Features	Land
								2019	\$ 0	\$ 0	\$ 37,600
								Parcel Total: \$ 37,600			
								2020	\$ 0	\$ 0	\$ 37,600
								Parcel Total: \$ 37,600			
								2021	\$ 0	\$ 0	\$ 37,600
								Parcel Total: \$ 37,600			

LAND VALUATION										LAST REVALUATION: 2019				
Zone: RA RURAL/AGRICULTU Minimum Acreage: 2.00 Minimum Frontage: 200										Site:		Driveway:		Road:
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
EXEMPT-STATE	1.400 ac	47,000	E	100	100	100	100		80	37,600	0	N	37,600	UND
	1.400 ac									37,600			37,600	

PICTURE	OWNER	TAXABLE DISTRICTS		BUILDING DETAILS							
	<p>NH TECHNICAL COLLEGE-MANCHES</p> <p>1066 FRONT STREET</p> <p>MANCHESTER, NH 03102</p>	<table border="1"> <thead> <tr> <th>District</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	District	Percentage			<p>Model:</p> <p>Roof:</p> <p>Ext:</p> <p>Int:</p> <p>Floor:</p> <p>Heat:</p> <p>Bedrooms: Baths: Fixtures:</p> <p> Extra Kitchens: Fireplaces:</p> <p>A/C: Generators:</p> <p>Quality:</p> <p>Com. Wall:</p> <p>Stories:</p>				
	District	Percentage									
PERMITS											
<table border="1"> <thead> <tr> <th>Date</th> <th>Permit ID</th> <th>Permit Type</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date	Permit ID	Permit Type	Notes					<p style="text-align: right;">Base Type:</p>		
Date	Permit ID	Permit Type	Notes								
				BUILDING SUB AREA DETAILS							
				2019 BASE YEAR BUILDING VALUATION							
				<p>Year Built:</p> <p>Condition For Age:</p> <p>Physical:</p> <p>Functional:</p> <p>Economic:</p> <p>Temporary:</p>							