

APPENDIX G-2

Premises Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made as of this ^{12th} day of April, 2023 (the “**Effective Date**”) by and between **MASCOMA COMMUNITY HEALTHCARE INC.**, with a mailing address of P.O. Box 550, Canaan, New Hampshire, 03741 (“**Landlord**”) and **HEALTHFIRST FAMILY CARE CENTER, INC.** with a mailing address of, 841 Central Street, Franklin, New Hampshire 03235 (“**Tenant**”).

WHEREAS, Landlord owns the real property and improvements thereon, including the health care facility situated thereon (the “**Facility**” or the “**Building**”), located at **18 Roberts Road, Canaan, NH 03741** (the “**Premises**”). The Premises is as more particularly described on **Exhibit A** attached hereto and incorporated herein.

WHEREAS, Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant in connection with Tenant’s assumption of the operations of the Facility under that certain Operations Transfer Agreement (the “**OTA**”) and Equipment Lease of even date herewith.

NOW, THEREFORE in consideration of the foregoing premises and of the mutual promises made by the parties hereto and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landlord and Tenant hereto agree as follows:

1. Contingencies. In order for this Lease to become effective, the following contingencies must occur on or before July 1, 2023: (i) the Landlord shall receive approval to enter into this lease from its lender, the United States Department of Agriculture (“**USDA**”); (ii) Tenant and Landlord shall execute the OTA; (iii) Tenant and Landlord shall execute the Equipment Lease of even date herewith; (iv) the Charitable Trusts Unit of the NH Department of Justice shall not object to the operations transfer contemplated by the OTA or this Lease under RSA 7:19-b; (v) the New Hampshire Probate Court for the district in which the Premises is located shall approve Landlord’s cy pres petition; (vi) the U.S. DHHS Health Resources and Services Administration shall approve Tenant’s request to add the Premises as a site of service; and (vii) the New Hampshire Governor and Council shall approve the NH DHHS emergency funding guarantee related to Tenant’s operation of the Facility. If any of the approvals listed in this Section 1 is withheld or denied, without an opportunity for reconsideration, then this Lease shall not take effect and shall automatically terminate unless the parties agree otherwise in writing. If one or more approvals is delayed beyond July 1, 2023 but is expected to be obtained within thirty (30) days thereafter, then the automatic termination provision in the foregoing sentence and the Commencement Date (defined below) will be delayed by thirty (30) days. If Landlord or Tenant can obtain said approvals only upon the basis of modifications of the terms and provisions of this Lease, said party shall have the right to cancel this lease if the other party declines in good faith to approve in writing any such modification within thirty (30) days after request therefor. If such right to cancel is exercised, this Lease shall thereafter be null and void, and neither party shall have any liability to the other by reason of such cancellation.

2. Premises. Landlord does hereby lease, demise and let unto Tenant the Premises, which includes the land and building all as shown on **Exhibit A** attached hereto and incorporated

herein and collectively known as the “**Premises**,” and Tenant does hereby take and hire the Premises from Landlord, for the Term (as defined below) and upon and subject to the terms and conditions set forth in this Lease. Tenant agrees that no representations with respect to the conditions of the Premises and no promises to decorate, alter, repair or improve the Premises have been made by Landlord, except as may be otherwise expressly set forth in this Lease. Landlord is delivering the Premises in “as is” condition without warranty or representation, and without any obligation to perform any fit-up or other work on the Premises. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same complies fully with Landlord’s obligations. The Premises are subject to any liens and encumbrances and other instruments of record. The Premises does not include any art in the Building.

3. Term.

a. Commencement and Expiration Dates of Term. Subject to the contingencies listed in Paragraph 1, the term of this Lease shall begin on July 1, 2023 (“**Commencement Date**”) and expire on June 30, 2033 (“**Expiration Date**”) (the period during which Tenant occupies the Premises, hereinafter, the “**Term**”). As used in this Lease, the “**Term**” shall include the Renewal Period (as defined below) of the Term of the Lease, if any.

b. Renewal Period. Unless terminated sooner by Landlord for cause, the Lease shall be renewed automatically for additional terms of 10 years (“**Renewal Period**”) unless and until Tenant gives written notice to Landlord at least One Hundred Eighty (180) days prior to the scheduled termination date of the lease of Tenant’s election not to renew the lease. This provision is subject to Section 27, Early Lease Termination Right.

4. Rent.

a. Base Rent. Commencing on the Commencement Date through the first anniversary of this Lease, and subject to the provisions of this Lease, Tenant shall pay to Landlord, without demand, deduction or set off, rent, in advance, on the first day of each month in the amount of \$25,626 (based on annual rent of \$23.55 per square foot for 13,058 of square feet occupied, totaling \$307,516 per calendar year) (“**Base Rent**”) which represents a fair market rental for the Premises based on the circumstances, an independent appraisal and the arms-length negotiation of the parties. This Lease is on a triple net basis, and Base Rent does not include the costs of real estate taxes assessed on the Premises or a payment in lieu thereof, if any, real property casualty insurance on the Facility, heat, electric, water and other utilities, and building and grounds maintenance and repairs, the costs of which shall be borne and paid directly by Tenant.

b. Base Rent Increases. After the first anniversary of the Lease the Base Rent shall be increased for each subsequent year of the Term and any Renewal Term by the greater of (i) 2.0% or (ii) the percentage of increase, if any, in the Consumer Price Index (“**CPI**”) from year to year during the Term, measured on January 1 of each such year.

c. CPI Index. As used herein, the “Consumer Price Index” means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, Northeast Region (base

year 1982-84=100) (with such Index being adjusted to properly reflect all changes in the base year for such Index using such conversion factors as may be available for the United States Government). In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for computations under this Lease requiring the use of the Consumer Price Index.

d. Base Rent shall **not** include: (i) the cost of all property taxes and payments in lieu of taxes assessed on the Premises, if any; (ii) liability insurance and operating expenses (including but not limited to communications expenses, including telephone, internet, cable and the like, utilities, maintenance, landscaping and snow-plowing) assessed or incurred in connection with the Premises and its use by Tenant (vendor billing will be made directly to the Tenant); (iii) insurance on the contents of the Premises or in connection with Tenant liability; (iv) cost of insurance on property losses to the building or parking areas consistent with USDA requirements shown in Exhibit B attached; (v) maintenance of the building and grounds; and (vi) office cleaning services. All of the foregoing expenditures will be paid when due solely by Tenant. Landlord will be solely responsible for payment when due of all indebtedness owed by Landlord in connection with the Premises and equipment.

e. Tenant Default. If Tenant defaults in any payment of Base Rent or of the costs described in paragraph 4(d) above, the Alterations Loan (defined below), or other sums due Landlord hereunder, Landlord shall have (in addition to any rights and remedies granted hereby), all rights and remedies provided by law for nonpayment of rent.

f. Pro Forma. A Proforma Base Rent payment schedule, using an annual escalator of 2.0% is attached hereto as **Exhibit B**, for reference.

5. Use of Premises. Tenant shall have the right to use the Premises for any use related to the operation of a Federally Qualified Health Center ("FQHC"), and for the provision of associated healthcare services in furtherance of Tenant's charitable mission, and for no other purpose, without the express written consent of Landlord. If Tenant uses the Premises for any use other than a permitted use, and if such expanded uses of the Premises cause an increase in Landlord's casualty or liability coverage on the Property, or other expenses, Tenant shall pay for such increases. Tenant shall insure that it and its providers maintain all necessary licenses and registrations to operate as set forth above and as contemplated under the OTA. Should Tenant wish to use the Premises in any other fashion than as set forth herein, Tenant shall make an advance request to Landlord in writing. Landlord shall provide consent to any such expanded use in writing, in its sole discretion.

6. Maintenance of Premises. At its sole cost and expense, Tenant shall keep the Premises in good order and condition, reasonable wear and tear, and casualty, excepted. Landlord shall provide capital and structural maintenance and repair services related to the Property, which maintenance shall be included in the Base Rent. Office cleaning services and related services specific to the Premises shall be borne by Tenant. Tenant shall properly handle and manage biological hazards and any medical waste at the Premises. At all times Tenant shall employ proper labeling, containment and disposal practices. Neither Landlord nor Landlord's contractors shall be required to dispose of biohazards.

7. Alterations-Additions. The Tenant acknowledges and agrees that the Premises shall be sufficient for Tenant's purposes under this Lease. Tenant shall have the right during the Term, at Tenant's sole cost and expense, to make such other alterations to the Premises as Tenant shall deem necessary or desirable in connection with the requirements of its business ("Tenant Alterations"); subject only to Landlord's prior written approval in the event that the alterations or additions shall exceed \$50,000 in cost, which approval may be withheld by Landlord at Landlord's reasonable discretion. Tenant shall have obtained and paid for, so far as it may be required, all permits and authorizations of the various governmental agencies having jurisdiction thereover. Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary and if consented to by Landlord. Tenant shall make all repairs to and replacements of such Tenant Alterations and additions made by it in and to the Premises. All work done by Tenant shall be done promptly, in a good and workmanlike manner, and in compliance with the building and zoning laws of the municipality in which the Premises are located. At the expiration or termination of this Lease, any and all Tenant Alterations shall become the property of Landlord.

a. At the reasonable request of Tenant, Landlord may agree to advance the costs associated with the Tenant Alterations ("**Alterations Loan**"). Tenant's obligation to repay any Alterations Loan shall be evidenced by a promissory note from Tenant to Landlord. Tenant shall make payments on the note in equal monthly installments during the Term. The Alterations Loan, if any, may be prepaid at any time without penalty. For the sake of clarity, the monthly payments due from Tenant on any Alterations Loan shall be in addition to Base Rent. In the event that the Lease is terminated for any reason, prior to the end of the Term, any Alterations Loan shall be immediately due and payable in full.

8. Mechanic's Liens. Tenant shall not suffer or permit any liens, mechanics' liens, mechanics' notices of intention, or the like to be filed against the Premises or Property or any part thereof by reason of work, labor, services, equipment or materials supplied or claimed to have been supplied to or on behalf of Tenant or anyone holding the Premises or any part thereof through Tenant.

9. Waste. Tenant covenants not to permit the Premises to fall into disrepair or to do or suffer any material waste or damage, disfigurement or injury to the Premises or Property, or permit or suffer any stationary overloading of the floors thereof.

10. Assignment-Subleasing. Tenant shall neither assign nor sublet in whole or a part the Premises or any portion thereof without the explicit written consent of the Landlord, which may be withheld in Landlord's sole discretion. The proposed use of the sublet must be within the Permitted Uses described in Section 5 above.

11. Subordination. Tenant covenants that its rights under this Lease are now and will be subordinate to the operations and effect of any mortgage now existing and/or any subsequent mortgage hereafter existing upon the Premises or Property or any part or portion thereof without any further written document from Tenant; however, Tenant agrees to execute any instrument required by Landlord in furtherance of the provisions hereof.

12. Landlord's Access. Landlord or its agents may, at reasonable times, enter to view the Premises and make any necessary repairs and alterations as Landlord, without obligation,

should elect to do; provided that Landlord gives reasonable notice to Tenant and takes no action to materially disrupt Tenant's use of the Premises. In the event of an emergency, Landlord shall have the right to enter the Premises without notice.

13. HIPAA Compliance. Tenant's patient files are confidential to the patients, as provided in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Notwithstanding any default by Tenant or the exercise by Landlord of any right of entry into the Premises or of any lien rights, Landlord covenants and agrees to (a) comply with the provisions regarding HIPAA and not access such files, and use all reasonable precautions to assure that no employee, agent, or contractor of Landlord will access such files and (b) provide Tenant with access to Tenant's patient files at all times

14. Fire, Casualty; Eminent Domain.

a. Should a material portion of the Premises, or of the Property of which they are a part, be substantially damaged by fire or another casualty, or be taken by eminent domain, either Tenant or Landlord may elect to terminate this Lease.

b. Landlord reserves, and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Premises for any taking by eminent domain, except for damage to Tenant's fixtures, personal property or equipment.

15. Default and Bankruptcy. In the event that: (a) Tenant shall default in the payment of any installment of Base Rent or other sums owed to Landlord and such default shall continue for ten (10) days after written notice thereof from Landlord to Tenant; or (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after the same is required to be performed and written notice thereof from Landlord to Tenant; or (c) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors; or (d) Tenant abandons the Premises; or (e) Tenant commits waste to the Premises and fails to correct or repair such waste within a reasonable time upon demand for same by Landlord; then Tenant shall be in default hereunder and all rights of Tenant pursuant to the Lease shall terminate, and Landlord shall have all rights available to Landlord at law or in equity, including with respect to repayment of the Alterations Loan.

16. Notice. Any notice from Landlord to Tenant relating to the Premises or the occupancy thereof, shall be deemed duly served, if (i) delivered by hand, (ii) sent by registered or certified mail with return receipt requested, postage prepaid, or (iii) sent by overnight or same day courier service, addressed to Tenant at the address noted above or as otherwise specified by Tenant in writing from time to time. Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof, shall be deemed duly served, if (i) delivered by hand, (ii) sent by registered or certified mail with return receipt requested, postage prepaid, or (iii) sent by overnight or same day courier service, addressed to Landlord at address noted above or at such address as Landlord may from time to time advise in writing. Any party may change its address for notice by providing reasonable written notice of said new address to the other party pursuant to the above.

17. Entire Agreement. This Lease contains the entire and only agreement between the parties hereto with respect to the subject matter hereof, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties. It is expressly agreed by the parties hereto, that the terms and provision of this Lease are intended to apply only with respect to the leasehold estate created with respect to the Premises.

18. Surrender. Tenant shall at the expiration or earlier termination of this Lease remove all of Tenant's goods and effects from the Premises and Property. Tenant shall deliver to Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises. In the event of Tenant's failure to remove any of Tenant's property from the Premises or Property, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice any or all of the property not so remove and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

19. Holding Over. Should Tenant hold over at the end of the Term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay Base Rent and other charges at one hundred fifty percent (150%) of the rate in existence at the expiration of the Term.

20. Insurance.

a. Tenant's Insurance. Throughout the Term, Tenant shall maintain with respect to the Premises and at Tenant's expense (i) commercial general liability insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury liability, personal injury liability, and property damage liability, (ii) worker's compensation or similar insurance as required by law, (iii) property insurance covering Tenant's personal property and inventory, together with property fire and casualty insurance to cover the replacement or fair market value of the Building and leased equipment with any fire or casualty proceeds related to the Building and Leased equipment to go to Landlord in event of loss, (iv) Builders All Risk insurance and (v) all such other insurance coverages as are customary and best practices in Tenant's industry and in consideration of Tenant's use of the Premises. Said policies shall name Landlord as its interest appears as additional insured, as applicable and "certificate holder," and shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. Tenant shall provide Landlord certificates for Tenant's insurance upon Landlord's request, and no later than fifteen (15) days following any such request. Should Tenant fail to secure the insurance called for herein, Landlord may, at its sole option, following twenty (20) days prior written notice to Tenant, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord as additional Rent following invoice.

b. Landlord's Insurance. Throughout the Term, Landlord shall procure property insurance (with replacement cost coverage) and commercial liability insurance covering the Property.

c. Insurance Generally. All insurance required by this Section 20 shall be provided by responsible companies qualified to do business in New Hampshire and in good standing therein.

21. Quiet Enjoyment. Landlord covenants that it has the right to make this Lease and that, if Tenant shall pay all Rent and perform all of Tenant's other obligations under this Lease, Tenant shall have the right, during the Term and subject to the provisions of this Lease, to quietly occupy and enjoy the Premises without hindrance by Landlord or its successors and assigns.

22. Estoppel Certificates. Tenant agrees at any time and from time to time upon not less than ten (10) days prior written request by Landlord to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), the Commencement Date of the term hereof, the dates to which the Rent and other charges have been paid in advance, if any, and whether Landlord is in default hereunder, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of Landlord's interests herein or Landlord's lender.

23. Time of Essence. **TIME IS OF THE ESSENCE OF ALL TENANT'S AND LANDLORD'S OBLIGATIONS SET FORTH IN THIS LEASE.**

24. Late Charges. All sums not paid by the 10th of each month shall bear interest at a two percentage points (200 Basis Points) in excess of the prime rate of interest then promulgated by Bank of America or its successor in Boston, Massachusetts. Tenant shall, in addition, pay as Additional Rent a fee of \$50.00 for processing of late payments.

25. Waiver. No waiver by either Landlord or Tenant or of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No acceptance by Landlord of Tenant's surrender of the Premises shall be valid unless written.

26. Brokers. Landlord and Tenant agree that no Broker was the procuring cause for this Lease and further that no Broker's fee is due to any party in connection with this Lease.

26. Liability and Indemnification.

a. Indemnification by Tenant. Tenant covenants and agrees to indemnify, defend, and hold the Landlord harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind or nature, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Landlord and relating directly or indirectly to the violation of or compliance with any laws or regulations and affecting all or any portion of the Building, the Premises or Property. This duty to indemnify, defend, and hold harmless shall survive any termination of this Lease.

b. Exculpation of Landlord. Except for injury or damage caused by the gross negligence or willful misconduct of Landlord, its servants, agents, employees, licensees, contractors or invitees, Landlord shall not be liable for, and Tenant will indemnify and save harmless Landlord of and from, all fines, suits, claims, demands, losses and actions (including reasonable attorney's fees) for any injury to person or damage to or loss of property on or about the premises caused by the negligence or misconduct of, or breach of this lease by, Tenant, its employees, subtenants, invitees or other persons entering the Premises, or arising out of Tenant's use of the Premises. Landlord shall not be liable or responsible for any loss or damage to any property or death or injury to any person occasioned by theft, fire, act of God, public enemy, criminal conduct of third parties, injunction, riot, strike, insurrection, war, court order, requisition or other action by any governmental body or authority, by other tenants of the Premises or any other matter beyond the control of Landlord, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Premises, or failure to make repairs, or from any cause whatever.

c. Personal Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the building and the land comprising the Premises and Landlord, any employee, director, individual or agent of the Landlord, shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord.

27. Special Provisions.

a. Early Lease Termination Right. At any time during the Term after the first anniversary, Tenant shall have the option to terminate this Lease before the end of the current Term by providing at least one hundred eighty (180) days' prior written notice to Landlord of the proposed effective date of the early termination of this Lease.

b. Tenant Option to Purchase Premises. At any time during the Term, Tenant may notify Landlord of Tenant's desire to purchase all of the Premises. Landlord and Tenant then shall negotiate in good faith the terms of a purchase and sale of the Facility; provided that the purchase price shall not exceed the actual indebtedness on the Premises at the time of the sale together with any transfer transactional costs. The purchase and sale of the Facility will be subject to regulatory and third party approvals and consents, which the parties will pursue in good faith.

c. Signage. Throughout the Term the name of the Facility shall contain the phrase "Mascoma Community Health Center," which may be incorporated into a longer and more prominent name including the Tenant's name or other phrasing desired by the Tenant and/or as mandated by FQHC requirements. Donor tribute placards attached to rooms within the Facility shall remain visible to the public during the Term unless otherwise agreed upon in writing by the Landlord.

28. Miscellaneous.

a. Landlord and Tenant. "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective successors and assigns.

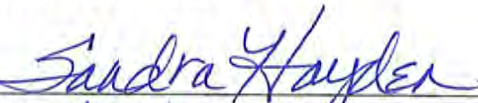
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed and delivered by the proper and duly authorized officer or representative as of the day and year first written above.

LANDLORD:

MASCOMA COMMUNITY
HEALTHCARE, INC.




Witness


By: 
Name: Sandra Hayden
Its: Board Chair

TENANT:

HEALTHFIRST FAMILY CARE
CENTER, INC.



Witness

By: 
Name: Russell Keene
Its: President & CEO

[Signature Page to Lease Agreement]

b. Successors and Assigns. This Lease shall inure to and be binding upon the respective successors and permitted assigns of the parties.

c. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permissible by law.

d. Governing Law. This Lease is a legal document and shall be governed exclusively by the provisions hereof and by the laws of the State of New Hampshire.

e. Headings, Captions and References. Whenever the singular number is used, the same shall include the plural as well as the singular, as the context shall require. The neuter shall include the masculine and feminine, and vice versa, when the context so requires or permits. The caption and headings contained in this Lease are for convenience only and shall not be taken into account in construing the meaning of this Lease or any part thereof.

f. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

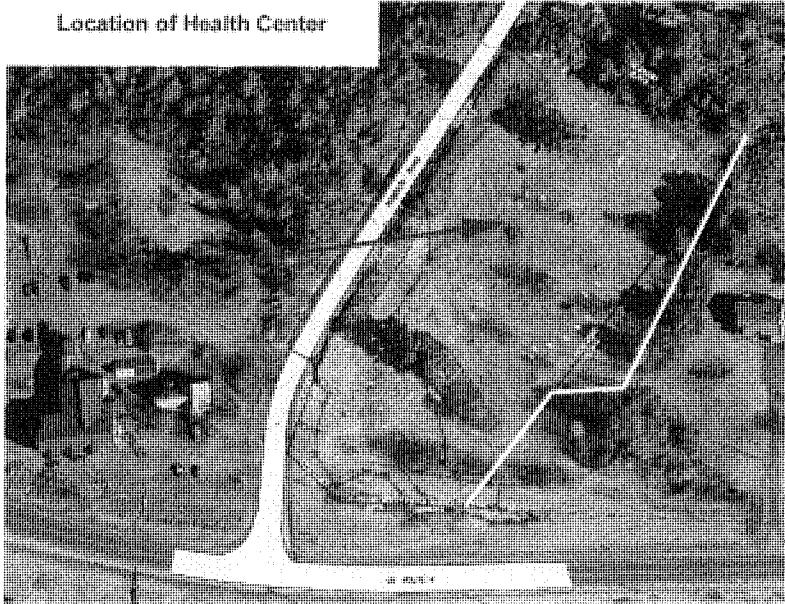
[Signature page follows]

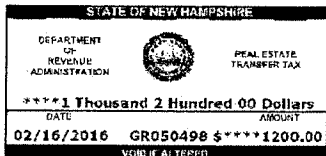
EXHIBIT A

LEGAL DESCRIPTION

18 Roberts Road, Canaan, NH 03741

Location of Health Center





4187-0923
02/16/2016 12:33 PM Pages: 3
REGISTER OF DEEDS, GRAFTON COUNTY

Kelsey M. Menden
C/H
L-CHIP
GRA094943

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WARRANTY DEED

KNOW ALL BY THESE PRESENTS THAT PUTNAM BUILDERS, LLC, a New Hampshire limited liability company having a place of business in Enfield, New Hampshire, for consideration paid grant to MASCOMA COMMUNITY HEALTH CARE, INC. of Canaan, New Hampshire, a New Hampshire voluntary corporation, whose mailing address is P O Box 38, Canaan, NH 03741, with WARRANTY COVENANTS, the following tract or parcel of land:

Lot 45.3

A certain tract or parcel of land located on the northerly side of U.S. Route 4 and the easterly side of Roberts Road in the Town of Canaan, Grafton County, State of New Hampshire, and shown as Lot 45.3 on a plan (the "Plan") of land entitled "Plan Showing a Lot Line Adjustment Made for Putnam Builders, LLC and Jonathan E. Putnam and Joy S. Putnam, Tax Map 17 Lots 45-2 & 45-3 Roberts Road & U.S. Route 4, Canaan, New Hampshire" prepared by Horizons Engineering of Littleton, New Hampshire, dated October 15, 2014, approved by the Town of Canaan Planning Board on December 10, 2015, and recorded in the Grafton County Registry of Deeds on February 5, 2016 as Plan # 15028 and being more particularly bounded and described as follows:

BEGINNING at an iron pipe found on the northerly side of U.S. Route 4, which iron pin marks the southeasterly corner of Lot 45.3 herein described;

THENCE proceeding North 87° 37' 18" West along the northerly side of U.S. Route 4 a distance of 70.0 feet to a point;

THENCE continuing South 89° 55' 10" West along U.S. Route 4 a distance of 72.58 feet to an iron pipe found;

THENCE turning North 48° 27' 58" West along U.S. Route 4 a distance of 84.93 feet to an iron pipe found, which iron pin marks the southwesterly corner of Lot 45.3 herein described;

THENCE continuing North 17° 39' 17" East along the easterly side of Roberts Road a distance of 147.91 feet to a point;

THENCE continuing North 30° 24' 44" East along Roberts Road a distance of 145.11 feet to a point;

THENCE continuing North 31° 04' 35" East along Roberts Road a distance of 296.04 feet to a ½" rebar found up 14", which iron pipe marks the northwesterly corner of Lot 45.3 herein described;

THENCE South 58° 53' 43" East a distance of 285 feet to a 1/2 " rebar found up 18";

THENCE turning South 27° 39' 21" West along Lot 45.2, as shown on the Plan, a distance of 361.31 feet to a 5/8" rebar set;

THENCE continuing South 69° 53' 49" West along Lot 45.2 as shown on the Plan, a distance of 53.25 feet to a 5/8" rebar set;

THENCE continuing South 44° 25' 38" West along Lot 45.2 as shown on the Plan, a distance of 130.48 feet to the point of beginning.

Lot 45.3 contains 3.68 acres (160,253 square feet) more or less. Included in Lot 45.3 is an annexed portion of Lot 45. 2 as shown on said Plan.

The above-described premises are conveyed SUBJECT to certain restrictions, covenants, and conditions which are for the benefit of nearby premises of David H. Webster and also for the benefit of each of the lots (including the lot conveyed herein) created by subdivision of those premises conveyed to the David M. Zani, by deed of David H. Webster et al dated October 10, 2002 and recorded in the Grafton County Registry of Deeds at Book 2723, page 686. Those restrictions, covenants and conditions are more particularly described in the "Declaration of Protective Covenants as to Property on Route 4 and John Roberts Road" set forth in the above-referenced deed, and annexed hereto as Exhibit A.

Being a portion of the land and premises conveyed to the Grantor herein by Warranty Deed of David M. Zani dated July 8, 2003, and recorded in the Grafton County Registry of Deeds at Book 2848, page 720. See deed from Putnam Builders, LLC to Jonathan E. and Joy S. Putnam dated July 17, 2007 and recorded at the Grafton County Registry of Deeds, Book 3428, page 59. See also deed from Jonathan E. and Joy S. Putnam to Putnam Builders, LLC, of even date herewith, to be recorded.

The premises conveyed are not homestead property.

Dated this 10th day of February, 2016.

PUTNAM BUILDERS, LLC

By: [Signature]

JONATHAN E. PUTNAM
Its Duly Authorized: MEMBER

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, SS

On this the 10th day of February, 2016, personally appeared the above-named JONATHAN E. PUTNAM, duly authorized MEMBER of Putnam Builders, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his voluntary act and deed.

Before me, [Signature]

Notary Public/Justice of the Peace

My commission expires _____

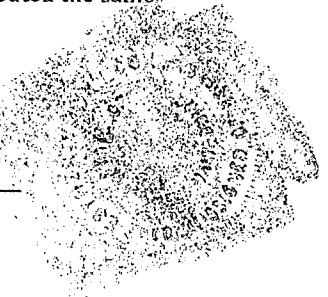
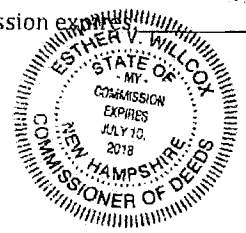


EXHIBIT B
FINANCIAL PRO FORMA LEASE TERM SCHEDULE