

**UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE**

In re:

USA SPRINGS INC.,

Debtor.

Case No. 08-11816-JMD

Chapter 7

**Hearing Date: November 15,
2016 at 11:00 a.m.**

**Objection Date: November 4,
2016**

**MOTION OF CHAPTER 7 TRUSTEE FOR AUTHORITY
TO SELL ESTATE PROPERTY AT PRIVATE SALE
PURSUANT TO 11 U.S.C. § 363**

Timothy P. Smith, (the “Trustee”), the chapter 7 trustee duly appointed to administer the bankruptcy estate of USA Springs Inc. (the “Debtor”), hereby moves this Court to enter an order pursuant to 11 U.S.C. §§ 102(1), 105(a) and 363, Fed. R. Bankr. P. 6004(a), and LBR 6004-1, authorizing the Trustee to sell real property and personal property assets of the Debtor’s bankruptcy estate at private sale. In support of this Motion, the Trustee sets forth the following:

Background

1. On June 27, 2008, the Debtor filed its petition under chapter 11 of the Bankruptcy Code (the “Code”).
2. The Debtor’s case was subsequently converted to a case under chapter 7 of the Code.
3. On April 1, 2009 the Trustee was initially appointed Chapter 7 Trustee in the subject case (Docket No. 109), but subsequently the case was converted to a case under chapter 11 of the Code (Docket No. 170).

4. Thereafter, on August 7, 2012 (the “Reconversion Date”) the case was again converted to a case under chapter 7 of the Code (Docket No. 891) and again the Trustee was appointed trustee (Docket No. 892).

5. For quite some time, the Trustee has offered the assets of the bankruptcy estate for sale, but to date no sale has come to fruition. The Trustee has not believed that a sale at auction would be in the best interests of the estate and its creditors.

6. The Trustee has now received an offer to purchase substantially all the real property of the bankruptcy estate and certain other personal property of the bankruptcy estate, but excluding rights associated with a so-called cell tower lease (described below) and rights and claims that arise in connection with so-called Malom Group Judgment, in accordance with the Offer to Purchase (the “Offer”) annexed hereto as Exhibit A.

7. The Offer also contains a provision that if the Buyer is not the successful bidder for the Property after counteroffers are submitted, then the successful counterofferor will pay \$12,000 to the Buyer in compensation for its due diligence costs.

8. The property to be sold by the Trustee includes: **all right, title and interest of the Bankruptcy Estate in certain property of USA Springs, Inc., Sweet Water Realty Trust, Garrison Place Real Estate Investment Trust and The Just Cause Realty Trust, including, without limitation, property and property rights (real, with improvements thereon and appurtenances thereto, and personal) leases (land, equipment, , including, but not limited to those described in Rockingham County Registry of Deeds at Book 3445, Page 31, Book 3445, Page 36, Book 3479, Page 1877, Book 3478, Page 1879, and Book 4348, Page 2477) owned by USA Springs, Inc., and/or Francesco Rotondo, Trustee of Sweet Review Realty Trust, Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust, and Francesco**

Rotondo, Trustee of The Just Cause Realty Trust; all as listed and described in United States Bankruptcy Court District of New Hampshire Case No. 08-11816-JMD; Ch. 11 filed June 27, 2008 and converted to Ch. 7 by order dated April 1, 2009, including that certain Large Ground Water Withdrawal Permit issued to USA Springs, Inc., a New Hampshire corporation, by the Town of Nottingham, NH in July 2004 with pumping capacity of 307,528 gallons per day (see Notice of Groundwater Management Permit at Rockingham County Registry of Deeds Book 4333, Page 1940; see also Book 4493, Page 567; Book 3053, Page 865; Book 3211, Page 739) and all rights to permits and approvals listed on EXHIBIT B to the Offer, annexed hereto; Property being sold hereunder TO INCLUDE, without limitation, land with buildings thereon and appurtenances thereto, including easements, licenses benefitting the real property described EXHIBIT A to the Offer, annexed hereto and made a part hereof. All real estate with improvements thereon, inclusive of leases, easements, licenses and other interest in the real property that is part of the Property benefitting USA Springs, Inc., and/or Francesco Rotondo, Trustee of Sweet Review Realty Trust, Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust, and Francesco Rotondo, Trustee of The Just Cause Realty Trust, hereinafter referred to as the "Real Estate". Real Estate shall include fee ownership of real estate described in Exhibits A, A-1, A-2, A-3 and A-4 to the Offer, rights to receive monies under leases of real estate, and mineral and water rights appurtenant to the fee ownership of real estate, options, easements and other rights owned or asserted to be owned by USA Springs, Inc. and/or by Sweet Review Realty Trust, Garrison Place Real Estate Investment Trust, and The Just Cause Realty Trust arising out of the real property described in Exhibits A, A-1, A-2, A-3 and A-4 to the Offer, and shall also include the permits and approvals of USA Springs, Inc., listed in Exhibit B to the Offer, annexed hereto and made a part hereof. All remaining part of the Property

hereinafter referred to as the "Personal Property". "Personal Property" shall include, without limitation, all rights to permits and approvals listed on EXHIBIT B to the Offer, annexed hereto, all rights of USA Springs, Inc., and/or Francesco Rotondo, Trustee of Sweet Review Realty Trust, Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust, and Francesco Rotondo, Trustee of The Just Cause Realty Trust as "declarant" or as a party to any agreement or document with the State of New Hampshire, the US government or the respective Town in which the Real Property is located which allow only the "declarant" or such similar designated party, to amend or modify the agreement or document, accounts receivable excepting cell tower lease income, option rights, approvals, permits, surveys, plans (including, without limitation, building, mineral, utilities, conduits, piping, land, and the like), reports, and licenses and leases (excepting cell tower leases described above) owned or controlled or in the possession of Seller, USA Springs, Inc. and/or Sweet Review Realty Trust, Garrison Place Real Estate Investment Trust, and The Just Cause Realty Trust described above.

9. The Property to be sold does not include
 - a. any right, title or interest in the Malmon Group Judgment and any proceeds or property derived from the Trustee's claims against the Malom Group or any of its principals;
 - b. any land owned by Ralph Faiella, Jr., Trustee of the AMICI Real Estate Trust located in Raymond, NH; and
 - c. any right, title or interest in the so-called cell tower ground lease as shown on Exhibit D to the Offer. The Property sold will be subject to any access easements or rights of way granted in connection with the so-call cell tower ground lease.

The Purchase Offer

10. Following negotiations between the parties, the Trustee has received and, subject to Court approval, accepted an offer from Kevin Delaney of 214 Lakeview Avenue, Cambridge, Massachusetts 02138 and his nominees or assigns (the “Buyer”) to purchase the estate’s rights, titles and interests in the aforesaid Real and Personal Property for payment of cash in the amount of \$1,200,000. The Buyer has delivered a deposit of \$50,000 to the Trustee, who is holding such funds in escrow pending Court approval of the sale.

11. The Trustee desires to sell the estate’s interest in the Property free and clear of all liens, claims, encumbrances and interests which shall attach to the proceeds of sale with the exception of any access easements or rights of way granted in connection with the cell tower lease.

12. The Trustee has attempted to market the Property by hiring a real estate broker who has diligently attempted to find a buyer. The Trustee believes that the sale of the estate’s interest in the Property as set forth herein is in the best interests of the Debtor’s estate and its creditors.

13. The Trustee believes that the offer of the \$1,200,000 from the Buyer is fair and reasonable.

14. No approval is sought hereunder for any distribution of the proceeds of the sale other than the ordinary costs of closing such as transfer taxes and stamps.

15. The Property is subject to a mortgage held by Roswell Commercial Mortgage, LLC (hereinafter “RCM”) which has assented to this Motion to Sell and the lien of RCM will attach to the proceeds of the sale. RCM is owed in excess of \$11 million, but has previously stipulated to certain carve-outs for the estate.

16. In so far as it pertains to the Garrison Place Real Estate Investment Trust, the Property is subect to a claim of Aho Construction Inc. for a lien pursuant to RSA 447:2. The validity of the Aho lien is presently a matter pending in this Court and will be further contested, if necessary, in connection with the distribution of any proceeds of the sale.

17. The Property is also subject to tax liens on behalf of the Town of

Nottingham. Those liens will also transfer to the proceeds of sale and are expected to be contested in connection with the distribution of the proceeds.

18. The Property is also subject to mortgages junior to the RCM mortgage, but there is no equity in the Property for those mortgage claims. Nevertheless to the extent they have any such claim upon the equity in the Property, those claims will be transferred to the proceeds of sale.

General Provisions

19. The Trustee will consider higher and better counter-offers for the Property provided that the price offered is at least \$1,300,000. Higher offers must be on the same terms and conditions provided in this motion and the Offer to Purchase, annexed hereto as Exhibit A, other than the Purchase Price. To the extent that there are any inconsistencies between the Offer to Purchase and this Motion to Sell, the latter shall control. Further, any and all counter-offers must be accompanied by a deposit in the amount of \$50,000. In the event that a hearing is held with respect to this motion, and the sale is not completed by the buyer approved by the Court at such hearing within five business days of entry of the sale order, the Court, without further hearing, may approve the sale of the Property to the next highest bidder. To facilitate completion of the sale, the Trustee requests that the order authorizing the sale be effective immediately, notwithstanding Fed. R. Bank. P. 6004(g).

20. The Trustee requests that this Court approve the proposed Notice of Intended Private Sale filed herewith. The Trustee proposes to serve such Notice on each of the Debtor's listed secured and unsecured creditors, the United States Trustee, all federal, state and local taxing authorities, all parties or their counsel who have filed an appearance in this case or who have requested service of notices in this case, all parties that have expressed to the Trustee their interest in acquiring the Property, and any parties the Trustee regards as potential purchasers, by first-class mail, postage prepaid, immediately upon the Trustee being informed of the dates established by the Court for a hearing on this motion

and the time for filing objections and submitting counter-offers therefore, as provided in the Notice.

WHEREFORE, the Trustee respectfully prays that this Court:

1. Enter an order approving the Notice of Intended Private Sale filed herewith;
2. Enter an order determining that notice shall be sufficient if served in accordance with this motion;
3. Enter an order authorizing and empowering the Trustee to take such further actions as are necessary, appropriate or desirable to consummate the transactions provided for or contemplated by this Motion including the payment of costs associated with the sale including execution of deed or deeds and payment of transfer taxes and fees;
4. Enter an order that should the Buyer not be the successful purchaser of the Property, its due diligence costs of \$12,000 be paid by the successful bidder;
5. Enter an order that should the successful bidder fail to consummate the proposed purchase, then the Trustee be authorized to consummate the sale with the next highest bidder;
6. Enter an order that the order authorizing the sale shall be effective when entered by the Court, notwithstanding Fed. R. Bankr. P. 6004(g); and

7. Grant such other and further relief as this Court deems just and proper.

Dated: September 29, 2016.

Timothy P. Smith, Trustee,
By his Attorney,

/s/Thomas J. Raftery
Thomas J. Raftery (BNH# 01617)
Post Office Box 812
North Chatham, MA 02650 Tel: (888) 472-0008

**UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE**

In re:

USA SPRINGS INC.,

Debtor.

Case No. 08-11816-JMD

Chapter 7

**Hearing Date: November 15,
2016 at 11:00 a.m.**

**Objection Date: November 4,
2016**

**NOTICE OF INTENDED PRIVATE SALE OF PROPERTY,
SOLICITATION OF COUNTEROFFERS,
DEADLINE FOR SUBMITTING OBJECTIONS AND HIGHER OFFERS
AND HEARING DATE**

NOVEMBER 15, 2016 AT 11:00 A.M. IS THE DATE OF THE PROPOSED SALE

NOVEMBER 4, 2016 IS THE DATE BY WHICH OBJECTIONS OR COUNTEROFFERS MUST BE MADE

NOTICE is hereby given, pursuant to 11 U.S.C. Section 363, Fed. R. Bankr. P. 2002(a)(2) and 6004, and LBR 2002-5 and 6004-1, that the Trustee, intends to sell at private sale the Debtor's right, title and interest in certain property of the estate.

1. **PROPERTY TO BE SOLD:** all right, title and interest of the Bankruptcy Estate in certain property of USA Springs, Inc., Sweet Water Realty Trust, Garrison Place Real Estate Investment Trust and The Just Cause Realty Trust, including, without limitation, property and property rights (real, with improvements thereon and appurtenances thereto, and personal) leases (land, equipment, , including, but not limited to those described in Rockingham County Registry of Deeds at Book 3445, Page 31, Book 3445, Page 36, Book 3479, Page 1877, Book 3478, Page 1879, and Book 4348, Page 2477) owned by USA Springs, Inc., and/or Francesco Rotondo, Trustee of Sweet Review Realty Trust, Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust, and Francesco Rotondo, Trustee of The Just Cause Realty Trust; all as listed and described in United States Bankruptcy Court District of New Hampshire Case No. 08-11816-JMD; Ch. 11 filed June 27, 2008 and converted to Ch. 7 by order dated April 1, 2009, including that certain Large Ground Water Withdrawal Permit issued to USA Springs, Inc., a New Hampshire corporation, by the Town of Nottingham, NH in July 2004 with pumping capacity of 307,528 gallons per day (see Notice of Groundwater Management

Permit at Rockingham County Registry of Deeds Book 4333, Page 1940; see also Book 4493, Page 567; Book 3053, Page 865; Book 3211, Page 739) and all rights to permits and approvals listed on EXHIBIT B to the Offer, annexed hereto; Property being sold hereunder TO INCLUDE, without limitation, land with buildings thereon and appurtenances thereto, including easements, licenses benefitting the real property described EXHIBIT A to the Offer, annexed hereto and made a part hereof. All real estate with improvements thereon, inclusive of leases, easements, licenses and other interest in the real property that is part of the Property benefitting USA Springs, Inc., and/or Francesco Rotondo, Trustee of Sweet Review Realty Trust, Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust, and Francesco Rotondo, Trustee of The Just Cause Realty Trust, hereinafter referred to as the "Real Estate". Real Estate shall include fee ownership of real estate described in Exhibits A, A-1, A-2, A-3 and A-4 to the Offer, rights to receive monies under leases of real estate, and mineral and water rights appurtenant to the fee ownership of real estate, options, easements and other rights owned or asserted to be owned by USA Springs, Inc. and/or by Sweet Review Realty Trust, Garrison Place Real Estate Investment Trust, and The Just Cause Realty Trust arising out of the real property described in Exhibits A, A-1, A-2, A-3 and A-4 to the Offer, and shall also include the permits and approvals of USA Springs, Inc., listed in Exhibit B to the Offer, annexed hereto and made a part hereof. All remaining part of the Property hereinafter referred to as the "Personal Property". "Personal Property" shall include, without limitation, all rights to permits and approvals listed on EXHIBIT B to the Offer, annexed hereto, all rights of USA Springs, Inc., and/or Francesco Rotondo, Trustee of Sweet Review Realty Trust, Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust, and Francesco Rotondo, Trustee of The Just Cause Realty Trust as "declarant" or as a party to any agreement or document with the State of New Hampshire, the US government or the respective Town in which the Real Property is located which allow only the "declarant" or such similar designated party, to amend or modify the agreement or document, accounts receivable excepting cell tower lease income, option rights, approvals, permits, surveys, plans (including, without limitation, building, mineral, utilities, conduits, piping, land, and the like), reports, and licenses and leases (excepting cell tower leases described above) owned or controlled or in the possession of Seller, USA Springs, Inc. and/or Sweet Review Realty Trust, Garrison Place Real Estate Investment Trust, and The Just Cause Realty Trust described above.

2. The Property to be sold does not include
 - a. any right, title or interest in the Malom Group Judgment and any proceeds or property derived from the Trustee's claims against the Malom Group or any of its principals;
 - b. any land owned by Ralph Faiella, Jr., Trustee of the AMICI Real Estate Trust located in Raymond, NH; and
 - c. any right, title or interest in the so-called cell tower ground lease as shown on Exhibit D to the Offer. The Property sold will be subject to any access easements or rights of way granted in connection with the so-call cell tower ground lease.

THE OFFER: The Trustee has received an offer to purchase the Property for the sum of **One Million Two Hundred Thousand Dollars**(\$1,200,000).

THE PROPOSED BUYER: The proposed buyer is Kevin Delaney of 214 Lakeview Avenue, Cambridge, Massachusetts 02138 and his nominees or assigns (the "Buyer").

THE SALE DATE: The sale shall take place on **NOVEMBER 15, 2016 AT 11:00 A.M.** The proposed buyer has paid a deposit in the sum of **\$50,000**. The terms of the proposed sale are more particularly described in a Motion for Order Authorizing and Approving Private Sale of Property of the Estate (the "Motion to Approve Sale") filed with the Court on September 30, 2016. The Motion to Approve Sale and the Offer to Purchase are available at no charge upon request from the undersigned.

SALE IS FREE AND CLEAR OF LIENS AND ENCUMBRANCES: The assets to be sold will be sold free and clear of all liens, claims and encumbrances.

COUNTEROFFERS OR OBJECTIONS: Any objections to the sale and/or higher offers must be filed in writing with the Clerk, United States Bankruptcy Court at U.S. Bankruptcy Court, District of New Hampshire, 1000 Elm Street, Suite 1001, Manchester, NH 03101-1708 on or before **NOVEMBER 4, 2016** at 4:30 PM (the "Objection Deadline"). A copy of any objection or higher offer also shall be served upon the undersigned. Any objection to the sale must state with particularity the grounds for the objection and why the intended sale should not be authorized. Any objection to the sale shall be governed by Fed. R. Bankr. P. 9014.

Note that in the event the successful bidder is not the initial offeror, then the successful bidder must reimburse the initial offeror for its due diligence costs of \$12,000.

Through this Notice, higher offers for the Property are hereby solicited. Any higher offer must be at least \$1,300,000 and be accompanied by a cash deposit of \$50,000 in the form of a certified or bank check made payable to Timothy P. Smith, Trustee. Higher offers must be on the same terms and conditions provided in the Motion to Sell, other than the purchase price. A copy of the Motion to Sell and all Exhibits will be provided upon request to the undersigned.

HEARING: A hearing on the Motion to Approve Sale, objections or higher offers is scheduled to take place on **NOVEMBER 15, 2016** at **11:30 AM** before the Honorable Michael J. Deasy, United States Bankruptcy Judge, US Bankruptcy Court, District of New Hampshire, 1000 Elm Street, Manchester, NH 03101. Any party who has filed an objection or higher offer is expected to be present at the hearing, failing which the objection may be overruled or the higher offer stricken. The Court may take evidence at any hearing on approval of the sale to resolve issues of fact. If no objection to the Motion to Approve Sale or higher offer is timely filed, the Court, in its discretion, may cancel the scheduled hearing and approve the sale without hearing.

At the hearing on the sale the Court may 1) consider any requests to strike a higher offer, 2) determine further terms and conditions of the sale, 3) determine the requirements for further competitive bidding, and 4) require one or more rounds of sealed or open bids from the original offeror and any other qualifying offeror.

DEPOSIT: The deposit will be forfeited to the estate if the successful purchaser fails to complete the sale by the date ordered by the Court. If the sale is not completed by the buyer approved by the Court, the Court, without further hearing, may approve the sale of the Property to the next highest bidder.

Any questions concerning the intended sale shall be addressed to the undersigned.

Timothy P. Smith, Trustee,
By his Attorney,

/s/Thomas J. Raftery
Thomas J. Raftery (BNH# 01617)
Post Office Box 812
North Chatham, MA 02650-0812
(888) 472-0008

OFFER TO PURCHASE

THE UNDERSIGNED **KEVIN B. DELANEY** of 214 Lakeview Avenue, Cambridge, MA 02138, and his nominee or assigns (hereinafter to be referred to as the "**BUYER**") hereby offers to purchase the rights, title and interest of "Property" described below from the following Bankruptcy Estate:

NH Bankruptcy Case No. 08-11816-JMD (NH Bkr) (hereinafter, the "Estate") regarding USA Springs, Inc., and Sweet Review Realty Trust, Garrison Place Investment Trust, the Just Cause Realty Trust, Amici Trust, Francesco Rotondu as trustee of said trusts, and such other parties owning an interest in the Estate.

Provided Buyer has submitted to Seller, by check, the \$50,000.00 deposit referenced herein, then that date which each party has received an email transmitted copy of this Agreement, signed and dated by both Buyer and **Timothy P. Smith**, Trustee of the Estate, with address of 67 Middle St., Manchester, NH 03101 (hereinafter referred to as the "**SELLER**") shall be the EFFECTIVE DATE of this Agreement and the terms contained herein shall be binding.

This offer is subject to and with the benefit of the following terms:

[1] PROPERTY. The Property referenced above shall mean and be all right, title and interest of the Bankruptcy Estate in certain property of USA Springs, Inc., Sweet Water Realty Trust, Garrison Place Real Estate Investment Trust and The Just Cause Realty Trust, including, without limitation, property and property rights (real, with improvements thereon and appurtenances thereto, and personal) leases (land, equipment, , including, but not limited to those described in Rockingham County Registry of Deeds at Book 3445, Page 31, Book 3445, Page 36, Book 3479, Page 1877, Book 3478, Page 1879, and Book 4348, Page 2477) owned by **USA Springs, Inc.**, and/or **Francesco Rotondo**, Trustee of **Sweet Review Realty Trust**, **Francesco Rotondo**, Trustee of **Garrison Place Real Estate Investment Trust**, and **Francesco Rotondo**, Trustee of **The Just Cause Realty Trust**; all as listed and described in United States Bankruptcy Court District of New Hampshire Case No. 08-11816-JMD; Ch. 11 filed June 27, 2008 and converted to Ch. 7 by order dated April 1, 2009, including that certain **Large Ground Water Withdrawal Permit** issued to USA Springs, Inc., a New Hampshire corporation, by the Town of Nottingham, NH in July 2004 with pumping capacity of 307,528 gallons per day (see Notice of Groundwater Management Permit at Rockingham County Registry of Deeds Book 4333, Page 1940; see also Book 4493, Page 567; Book 3053, Page 865; Book 3211, Page 739) and all rights to permits and approvals listed on **EXHIBIT B**, annexed hereto; Property being sold hereunder TO INCLUDE, without limitation, land with buildings thereon and appurtenances thereto, including easements, licenses benefitting the real property described **EXHIBIT A**, annexed hereto and made a part hereof. All real estate with improvements thereon, inclusive of leases, easements, licenses and other interest in the real property that is part of the Property benefitting **USA**

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Springs, Inc., and/or **Francesco Rotondo, Trustee of Sweet Review Realty Trust**, **Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust**, and **Francesco Rotondo, Trustee of The Just Cause Realty Trust**, hereinafter referred to as the **"Real Estate"**. Real Estate shall include fee ownership of real estate described in Exhibits A, A-1, A-2, A-3 and A-4, rights to receive monies under leases of real estate, and mineral and water rights appurtenant to the fee ownership of real estate, options, easements and other rights owned or asserted to be owned by USA Springs, Inc. and/or by Sweet Review Realty Trust, Garrison Place Real Estate Investment Trust, and The Just Cause Realty Trust arising out of the real property described in Exhibits A, A-1, A-2, A-3 and A-4, and shall also include the permits and approvals of USA Springs, Inc., listed in Exhibit B, annexed hereto and made a part hereof. All remaining part of the Property hereinafter referred to as the **"Personal Property"**. "Personal Property" shall include, without limitation, all rights to permits and approvals listed on EXHIBIT B, annexed hereto, all rights of **USA Springs, Inc.**, and/or **Francesco Rotondo, Trustee of Sweet Review Realty Trust**, **Francesco Rotondo, Trustee of Garrison Place Real Estate Investment Trust**, and **Francesco Rotondo, Trustee of The Just Cause Realty Trust** as "declarant" or as a party to any agreement or document with the State of New Hampshire, the US government or the respective Town in which the Real Property is located which allow only the "declarant" or such similar designated party, to amend or modify the agreement or document, accounts receivable excepting cell tower lease income, option rights, approvals, permits, surveys, plans (including, without limitation, building, mineral, utilities, conduits, piping, land, and the like), reports, and licenses and leases (excepting cell tower leases described above) owned or controlled or in the possession of Seller, USA Springs, Inc. and/or Sweet Review Realty Trust, Garrison Place Real Estate Investment Trust, and The Just Cause Realty Trust described above.

The Property does not include

1. any right, title or interest in the *Malmon Group Judgment and any proceeds or property derived from the Trustee's claims against the Malom Group or any of its principals*;
2. any land owned by Ralph Faiella, Jr., Trustee of the AMICI Real Estate Trust located in Raymond, NH; and
3. any right, title or interest in the so-called cell tower ground lease as shown on Exhibit D attached hereto.

[2] SPECIAL PROVISIONS IN THE EVENT OF SEALED BID SALE

The Property may not be sold unless the NH Bankruptcy Court approves this agreement, and Buyer shall have no right to purchase until that time, pursuant to the within terms. Buyer recognizes that prior to the Court entering an approval of the sale contemplated in this Agreement ("the Order"), the Rules of Bankruptcy Procedure require the Trustee to solicit counteroffers for the Property in order for the Court to attempt to assure itself that it has maximized the total amount of proceeds which may be derived from a sale of the Property. Seller agrees not to submit this Agreement to NH Bankruptcy Court for approval until the earlier of the expiration of the Due Diligence Period or after it received notice from Buyer that Buyer is satisfied with its Due Diligence.

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In the event that Buyer is not the successful bidder at any sale or auction conducted in the Bankruptcy Court, then the Deposit by Buyer shall be returned to the Buyer and thereupon this Agreement shall be null and void and without further recourse to the parties hereto.

If the Buyer shall be the successful bidder at any sale or auction conducted by the Court hereafter, then the Seller and the Buyer shall continue to consummate the terms and provisions of this Agreement, and the sales and purchases of the Property as herein contemplated; provided, however, that if the bid submitted by Buyer at the Court sale shall provide for the payment by Buyer of a purchase price for the Property which payment is higher than the price otherwise required to be paid by the Buyer for the Property under the provisions of this Agreement, then higher amount so bid by the Buyer for the Property shall be the amount which Buyer must pay therefor at the Closing and this Agreement shall be deemed to have been modified automatically so as to have required Buyer to pay such higher purchase price.

[3] DUE DILIGENCE.

(a) **DUE DILIGENCE PERIOD.** Buyer, at its sole cost and expense, subject to subsections (b) and (c) below, shall have **twenty (20) days** from the Effective Date, exclusive of the Effective Date, to conduct a title search, examine the Property and make inquiry as to the status of zoning, permits and permitting and approvals; (the "DUE DILIGENCE PERIOD"). During this period Buyer and its agents and consultants may come onto the Real Property and examine the Personal Property to conduct its due diligence inspection, including, without limitation, environmental testing, survey and engineering. Seller will also cooperate by providing to Buyer access to files, documents and the like referencing the Personal Property of the Estate. If Buyer is unsatisfied with the title to the Property or is unsatisfied with any condition of the Property, real or personal, or is unsatisfied with any zoning as it pertains or relates to the Property, this Agreement may be rescinded at the option of the BUYER upon written notification of such dissatisfaction to Seller on or before the end of Due Diligence and all deposits shall be refunded to the BUYER and thereafter this agreement shall be null and void.

(b) **DUE DILIGENCE COSTS ABSORBED BY BUYER.** If Buyer ultimately purchases the Property, Buyer shall absorb its Due Diligence Costs.

(c) **DUE DILIGENCE COSTS REIMBURSED TO BUYER.** In the event that Buyer is not the successful bidder at any sale or auction conducted in and/or through the Bankruptcy Court jurisdiction, then the Due Diligence Costs expended by Buyer shall be reimbursed to Buyer by the successful purchaser provided Buyer turns over to the successful purchaser all of Buyer's Due Diligence findings and reports, together with copies of invoices and bills and proof of payment of same, to corroborate the Due Diligence Costs. To assure Buyer being reimbursed its Due Diligence Costs by the successful purchaser of the Property, the provisions of this Section [2] (c) shall be included in any contract for sale or bid to which the successful purchaser shall execute to give him rights to purchase the Property. No sale by the Seller to such successful

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purchaser shall be consummated unless Buyer's Due Diligence Costs are reimbursed to Buyer pursuant to the terms contained herein.

[4] PRICE AND PAYMENT. Buyer will pay **ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00)** for the Property, to be paid upon delivery of Trustee's Deed and Assignment(s) conveying the rights, titles and interests of the bankruptcy estate in the Property, less the sum of any deposits paid. Payment of the purchase price shall be made by wire transfer or certified, treasurer's, cashier's or bank.

[5] DEPOSIT, DEFAULT. A deposit in the amount of Fifty Thousand Dollars (\$50,000) is hereby tendered with this Offer, by Treasurer's check. All deposits made by Buyer shall be duly accounted for at the time for performance of this Agreement or refunded to Buyer in accordance with the terms thereof. If Buyer shall fail to fulfill its agreements herein, all deposits made hereunder by it shall retained by Trustee as liquidated damages, the retention of such deposit shall be Trustee sole remedy at law or in equity, and this Agreement shall be null, void and of no effect. Deposit(s) shall be returned pursuant to the provisions of Section [2], above and Section [10], below.

[6] TITLE. The deed(s) and assignment(s) shall convey the rights, titles and interests of the Estate in the Property free from all leases to which neither **USA Springs, Inc.**, nor Francesco Rotondo, Trustee of **Sweet Review Realty Trust**, nor Francesco Rotondo, Trustee of **Garrison Place Real Estate Investment Trust**, nor Francesco Rotondo, Trustee of **The Just Cause Realty Trust**, are parties thereto, mortgages, collateral assignments of leases rents, security interests, UCC-1 filings at either Rockingham County Registry of Deeds or Strafford County Registry of Deeds, or NH Secretary of State, liens and encumbrances whatsoever including, without limitation, tax liens, mortgages, collateral assignments, assignments benefitting any lienholder or mortgagee, assignment of tenant interests, assignment of permits to any lienholder or mortgagee, subordinations, court orders, attachments, current use liens or current use classifications, to Buyer or the nominee appointed by Buyer by written notice to Trustee at least seven (7) days prior to the time set for delivery of the deed, subject to:

- (a) easements and rights of record,
- (b) Such real estate taxes for the then current year as are not due and payable on the date of delivery of such deed;
- (b) Any liens for municipal betterments assessed after the date of this Agreement;
- (c) Matters listed in Items EXHIBIT C, but excepting therefrom Items 10 (regarding current use), and 37 (regarding permits and approvals listed in EXHIBIT B herein); and
- (d) The grant of easement for unrestricted rights of access thereto and to electric and telephone facilities in connection with the cell tower lease shown on Exhibit D annexed hereto.

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[7] POSSESSION AND CONDITION OF PROPERTY. Possession of Property, Real and Personal, is to be delivered at the time of delivery of the deed and bill of sale, it their respective as-is, where-is condition, subject to the requirements of Buyer receiving the same with clear and marketable title.

[8] TIME FOR PERFORMANCE; DELIVERY OF DEED. Said deed(s) and assignment(s) are to be delivered at 10:00 o'clock A.M. ten (10) business days from the entry of order allowing the sale contemplated herein at the offices of Timothy P. Smith, Esquire, 67 Middle St., Manchester, NH 03101, unless otherwise agreed in writing.

[9] EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Trustee shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed and assignments the Real Estate or the Personal Property do not conform with the provisions hereof, Trustee shall use reasonable efforts to deliver possession as provided herein, or to make the said Property conform to the provisions hereof, as the case may be, in which event Trustee shall give written notice thereof to Buyer before the time for performance hereunder, and thereupon the time for performance shall be automatically extended for a period of ninety (90) days.

[10] FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time Trustee shall have failed so to deliver possession, or make the Property conform, as the case may be, all as herein agreed, then at Buyer's option, any payments made under this Agreement shall be void and all monies paid to Trustee by Buyer shall be forthwith refunded and all other obligations of Buyer hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

[11] BUYER'S ELECTION TO ACCEPT TITLE. If at the expiration of the extended time Trustee shall have failed so to deliver possession, or make the Property conform, as the case may be, all as herein agreed, then at Buyer's option, any payments made under this Agreement shall be void and all monies paid to Trustee by Buyer shall be forthwith refunded and all other obligations of Buyer hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

[12] BUYER'S ELECTION TO ACCEPT TITLE. Buyer shall have the election, at either the original or any extended time for performance, to accept said Property in their then condition and to pay therefor the Purchase price without deduction, in which case Trustee shall deliver the deeds and assignments.

[13] ACCEPTANCE OF DEED. The acceptance of the deed(s) and assignment(s) by Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of this Agreement and obligations herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed(s) and assignment(s).

KBD

[14] USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Trustee to make conveyance as herein provided, Trustee may, at the time of delivery of the deed, and as allowed by the Bankruptcy Court, use the Purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed. In the event that the Trustee does not use the Purchase money to clear the title as herein provided, the Trustee shall provide the Buyer with an order of the Bankruptcy Court or Clerk's certificate as the case may be, showing that the Property was conveyed free and clear of liens and encumbrances, such order or certificate to bear a certification of the Bankruptcy Court so to enable such order or certificate to be recorded with the deeds.

[15] ADJUSTMENTS. Municipal assessments and real estate taxes for the then current year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

[16] ADJUSTMENTS OF UNASSESSED AND ABATED TAXES. If the amount of said current real estate taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

[17] BROKER'S FEE. Buyer has not dealt with any brokers in connection with this offer and no broker's fee is due to any broker from Buyer hereunder. In no event shall the Trustee be held liable for any broker's fee and Buyer agrees to hold Trustee harmless from any broker claiming a broker's fee or commission for the sale of the property by Trustee.

[18] LIABILITY OF TRUSTEE, SHAREHOLDER OR BENEFICIARY, etc. If Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

[19] CONSTRUCTION OF AGREEMENT. This instrument is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Trustee and Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

KBD

[20] PRIOR STATEMENTS: All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement made by the other or on his behalf.

[21] INSURANCE: Property is to be kept insured for fire and hazard and personal injury by Seller through day after closing – in amounts satisfactory to Buyer, and regarding fire and hazard, in amounts at least equal to the removal costs of the improvements on the Property.

[22] NOTICE: For purposes of Notice, notice shall be deemed received 24 hours after the date and time an email from one party to the other is sent.

SELLER's EMAIL IS:

SELLER'S ATTORNEY'S EMAIL: Thomas J. Raftery, Esq.
thomas@raftery.com

BUYER'S EMAIL IS: Kevin Delaney
kevinbdelaney@comcast.net

BUYER'S ATTORNEY'S EMAIL: Andrew H. Sullivan, Esq.
andy@andrewsullivanlaw.com

[23] MISCELLANEOUS:

- **Modification.** This Agreement cannot be changed, amended, or modified in any way except by an instrument in writing, executed by the party or parties to be charge with the change, amendment or modification.
- **Binding Effect.** This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
- **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
- **Litigation Expense.** In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such litigation.

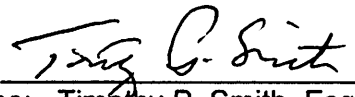
KBD

BUYER: KEVIN B. DELANEY

BY:  Date: September 27, 2016
Name: Kevin B. Delaney

Witness

SELLER: TIMOTHY P. SMITH, Trustee

BY:  Date: September 28, 2016
Name: Timothy P. Smith, Esq.
Title: Bankruptcy Trustee
US Bankruptcy Court, NH
Case No. 01-118163

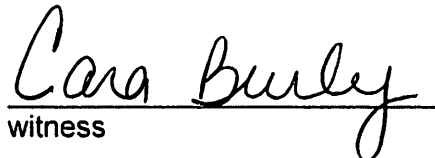

witness

EXHIBIT A

REAL ESTATE

Location:	168.81 acres of land	Old Turnpike Road Nottingham, NH
	20.00 acres of land	Barrington, NH

Owner/Recording:

GARRISON PLACE REAL ESTATE INVESTMENT TRUST

NOTTINGHAM: RCRD Book 3290, Page 392 dated 5/5/98 78.19 acres
(Parcel 10 on Nottingham Tax Map 3);
rerecorded at Book 3308, Page 1138

SWEET REVIEW REALTY TRUST

NOTTINGHAM: RCRD Book 4781, Page 1 dated 4/25/06 76.62 acres
(Parcel 6 on Nottingham Tax Map 3)

JUST CAUSE REALTY TRUST

NOTTINGHAM: RCRD Book 4054, Page 2394 dated 6/11/03 14.00 acres
(Parcel 19 on Nottingham Tax Map 3)

GARRISON PLACE REAL ESTATE INVESTMENT TRUST

BARRINGTON: SCRD Book 2003, Page 726 dated 5/5/98 20.00 acres
(located in Barrington [Parcel 3 on Barrington Tax Map 259] but
really a continuation of Parcel 10 on Nottingham Tax Map 3)

ALL THE SAME ABOVE AS MORE PARTICULARLY BOUNDED AND DESCRIBED IN EXHIBITS A-1, A-2, A-3 and A-4

KBD



Loan No.

File No. 53648/83177

EXHIBIT A-1

(The Garrison Place Real Estate Investment Trust – Nottingham)

A certain tract of land, situated in Nottingham, in the County of Rockingham and State of New Hampshire, with the buildings thereon, bounded as follows: On the South by the turnpike Road, so-called; on the East by land now or formerly of Jeremiah Chesley Northerly by Strafford County line, and Westerly by land now or formerly of True W. Chesley. Containing one hundred acres, be the same more or less, and having been formerly known as the homestead farm of the late Asa G. Chesley.

Also a certain tract of land, situate in Barrington, in the County of Strafford and State of New Hampshire, bounded and described as follows, to wit: Beginning at the County Line at the corner of land of True W. Chesley and running N. 44 E. by land of said Chesley and land formerly owned by Bartlett and Courser 62.82 rods to stake and stones; thence Southeasterly about 53 rods to a stake and stones on line of the Evans land; thence by this line and spotted trees Southwesterly to a stake and stones on County Line; thence Northwesterly by said County Line to first mentioned bound. Containing twenty acres, more or less, and known as the Garland Lot and owned by the late Asa G. Chesley.

Meaning and intending to describe and mortgage the same premises conveyed to Francesco Rotondo, Trustee of The Garrison Place Real Estate Investment Trust dated May 5, 1998, and recorded in the Rockingham County Registry of Deeds at Book 3290, Page 392, and rerecorded at Book 3308, Page 1138.



Loan No.

File No. 53648/83177

EXHIBIT A-2

(Sweet Review Realty Trust – Nottingham)

A certain tract of land with the buildings thereon, situated in the Town of Nottingham, County of Rockingham and state of New Hampshire, bounded and described as follows:

Lot 6, containing 3,338,510 square feet (76.62 acres) more or less on a subdivision plan which is recorded at the Rockingham County Registry of Deeds as Plan #D-33508.

Being a portion of the premises conveyed to us by deed of Brett Gillespie dated December 27, 1999, and recorded at Rockingham County Registry of Deeds on January 3, 2000 at Book 3447, Page 2221.

Meaning and intending to describe and mortgage the same premises conveyed to Sweet Review Realty Trust by Warranty Deed of Brett Gillespie and Stephanie Gillespie dated April 25, 2006, to be recorded herewith.



EXHIBIT A-3
(Just Cause Realty Trust – Nottingham)

A certain tract or parcel of land with the buildings thereon, in Nottingham, County of Rockingham and State of New Hampshire, being bounded and described as follows:

Beginning at a stonewall on the Northerly sideline of the Turnpike Road, so-called, now known as Route 4 – at land of the heirs of Felix Pulcinella; thence running Northerly along the said stonewall and land of Pulcinella to the Town line of Barrington, also the County Line of Strafford County; thence turning and running Westerly along the said Town and County lines, a distance of twenty (20) rods to land formerly of Alice Chesley and Bessie M. Spencer – now of Douglas McDonald; thence turning and running by said McDonald's land and parallel with the first-described line, to a point two hundred thirty-five (235) feet Northerly from the said Turnpike Road, thence turning and running Easterly by land conveyed by Pearl V. Chesley, as Grantor, to Victor and Violet DeMeritt by deed dated September 14, 1953, and recorded in the Rockingham County Records, Book 1294, Page 27, to a point thirty (30) feet from Pulcinella land; thence turning and running Southerly, parallel with the said stonewall and land of Pulcinella, a distance of one hundred fifty (150) feet to the said Turnpike Road; thence turning and running Easterly along the said Turnpike Road, a distance of thirty (30) feet to the point of beginning. Containing fourteen (14) acres, more or less.

Meaning and intending to describe and mortgage the same premises conveyed to Joseph Fitzgibbons, Trustee of Just Cause Realty Trust by Warranty Deed of Kirby G. Harnum, Trustee of the K. and B. Realty Trust dated June 11, 2003, and recorded in the Rockingham County Registry of Deeds at Book 4054, Page 2394.



Loan No.

File No. 53648/83177

EXHIBIT A-4

(The Garrison Place Real Estate Investment Trust – Barrington)

Those certain tracts or parcels of land situate in Barrington, County of Strafford and in Nottingham, County of Rockingham, State of New Hampshire, being bounded and described as follows:

A certain tract of land, situated in Nottingham, in the County of Rockingham and State of New Hampshire, with the buildings thereon, bounded as follows: On the South by the turnpike Road, so-called; on the East by land now or formerly of Jeremiah Chesley Northerly by Strafford County line, and Westerly by land now or formerly of True W. Chesley. Containing one hundred acres, be the same more or less, and having been formerly known as the homestead farm of the late Asa G. Chesley.

Also a certain tract of land, situate in Barrington, in the County of Strafford and State of New Hampshire, bounded and described as follows, to wit: Beginning at the County Line at the corner of land of True W. Chesley and running N. 44 E. by land of said Chesley and land formerly owned by Bartlett and Courser 62.82 rods to stake and stones; thence Southeasterly about 53 rods to a stake and stones on line of the Evans land; thence by this line and spotted trees Southwesterly to a stake and stones on County Line; thence Northwesterly by said County Line to first mentioned bound. Containing twenty acres, more or less, and known as the Garland Lot and owned by the late Asa G. Chesley.

Meaning and intending to describe and mortgage the same premises conveyed to Francesco Rotondo, Trustee of The Garrison Place Real Estate Investment Trust by Quitclaim Deed of Robert C. Pulcinella dated May 5, 1998, and recorded in the Strafford County Registry of Deeds at Book 2003, Page 726.



EXHIBIT B

USA SPRINGS, INC.

PERMITS

NHDES

1. Large Groundwater Withdrawal Permit No. LGWP 2004-0003
Date of Issuance: July 1, 2004
Date of Expiration: July 1, 2014
Permit Holder: USA Springs, Inc.
2. Groundwater Management Permit No. GWP-200302008-N-001
Date of Issuance: July 1, 2004
Date of Revision: November 30, 2004
Date of Expiration: June 30, 2009
Permit Holder: USA Springs, Inc.
3. Certificate of No Further Action dated April 28, 2005
Certificate Holder: USA Springs, Inc.
4. Site Specific Permit WPS-7147
Date of Issuance: May 11, 2005
Date of Expiration: May 11, 2007
Permit Holder: Garrison Place Real Estate Investment Trust
5. Wetlands and Non-Site Specific Permit 2001-00716
Date of Issuance: May 25, 2005
Date of Expiration: May 25, 2010
Permit Holder: Garrison Place Real Estate Investment Trust
6. Approval of Request to Retain 6 Monitoring Structures dated May 26, 2005
to Garrison Place Real Estate Investment Trust
7. Permit No. 184.22 – Permit to Construct a New Dam dated May 26, 2005
Permit Holder: Garrison Place Real Estate Investment Trust
8. Approval of Application for Holding Tank Registration dated June 8, 2005
Application Holder: USA Springs, Inc.
9. Amendment of Site Specific Permit WPS-7147 dated July 14, 2005
(New Permit No. WPS-7147-A)
Permit Holder: Garrison Place Real Estate Investment Trust
10. Approval No. CA2005072713 dated June 10, 2005
to Garrison Place Real Estate Investment Trust
11. Site Plan Review for Site Specific Permit No. WPS-7147 dated October 17, 2005
for USA Springs, Inc.



12. Approval of Wells USA-1, USA-2, USA-4 dated October 25, 2005 to USA Springs, Inc.

NHDOIT

13. Driveway and Excavation Permit No. 06-351-296
Dated: September 15, 2004
Date of Expiration: September 15, 2007
Permit Holder: Garrison Place Real Estate Investment Trust

U.S. ARMY CORP OF ENGINEERS

14. Confirmation of Authorization by NH SPGP, Permit No. 52, dated July 19, 2006 with attached Work Start Notification Form to Garrison Place Real Estate Investment Trust

-
15. Declaration of Restrictive Covenant by the Garrison Place Real Estate Investment Trust recorded in the Rockingham County Registry of Deeds on August 8, 2006, Book 4692, Page 2263

16. Application for Building Permit No. 141-06 - Town of Nottingham dated November 22, 2006
Applicant: Garrison Place Real Estate Investment Trust

17. Building Permit No. 141-06 - Town of Nottingham issued November 22, 2006
Owner: Garrison Place Real Estate Investment Trust

U.S. E.P.A. NPDES

18. Stormwater Construction General Permit (CGP)
Issued 12-28-05 EPA Tracking Number NHR10B032



Loan No.

File No. 53648/83177

EXHIBIT C

Schedule B- Section II Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Note: As used herein recorded shall mean recorded with the Rockingham and Strafford County (New Hampshire) Registry of Deeds, as noted.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey and personal inspection of the Land.
3. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Rights or claims of parties and/or persons in possession.
5. Liens for real estate taxes assessed for that portion of the fiscal year and subsequent years not yet due and owing, and for unpaid water, sewer and/or other municipal charges, if any.
6. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.
7. This policy does not insure the accuracy of any statements of area or acreage appearing in the insured description.
8. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the Condominium Act of the State of New Hampshire R.S.A. Chapter 356-B or set forth in the Declaration of Condominium referenced in Exhibit A hereof, as amended of record, in the related By-Laws, Rules and Regulations and site and floor plans, in any instrument creating the estate or interest insured by this policy and in any of the instruments aforesaid.

SCHEDULE B-2, PART 1-1 (NOTTINGHAM) APPLYING TO PARCEL A-1 (Garrison Place Real Estate Investment Trust)

9. DES Permit to construct Dam at Book 4493, Page 567.
10. Current Use at Book 1074, Page 399, as may apply.
11. Right to use lane at Book 1074, Page 399.
12. Easement to Public Service Company of New Hampshire dated 11/14/2007 at Book 4891, Page 935.

SCHEDULE B-2, PART 1-2 (NOTTINGHAM) APPLYING TO PARCEL A-2 (Sweet Review Realty Trust)



13. All matters noted and depicted on Plan D-33508.
14. Telecommunications Ground Lease and access at Book 3445, Page 31, Book 3445, Page 36, Book 3479, Page 1877, Book 3478, Page 1879, and Book 4383, Page 2477.
15. Utility Easement to Verizon NE, Inc. at book 4742, Page 2645.
16. Water rights reserved and set forth at Book 2354, Page 661.
17. All matters noted and depicted on Plan D2743.

SCHEDULE B-2, PART 1-3 (NOTTINGHAM) APPLYING TO PARCEL A3 (JUST CAUSE REALTY TRUST)

18. Easement to Public Service Company, New England Telephone and Telegraph at Book 2371, Page 1264.
19. Agreement with Twin State Gas at Book 925, Page 190.

SCHEDULE B-2, PART 1-4 (BARRINGTON) APPLYING TO PARCEL A-4 (The Garrison Place Real Estate Investment Trust)

20. Access to the subject Parcel is land locked.
21. Notice of Groundwater Permit and Release at Book 3053, Page 965, and Book 3211, Page 739.

SCHEDULE B-2, PART 1-5 APPLYING TO A-1, A-2, A-3, A-4 (All Parcels)

26. Planning Board approvals by the Town of Nottingham and Barrington.
27. DES Notice of Groundwater Management Permit at Book 4350, Page 681 (Rockingham).
28. DES Administrative Order at Book 3852, Page 2055 (Rockingham).
29. DES Wetlands and Non Site Specific Permit at Book 4593, Page 1641 (Rockingham).
30. Deed Restriction at Book 4609, Page 2310 as applicable to Parcel on Exhibit A-1, and as may apply to A-2, A-3, and A-4 (Rockingham).
31. DES Wetlands Permit 2001-0076.
32. Declaration of Restrictive Covenants of August 4, 2006 at Book 4692, Page 2263 including reference to DES Wetlands Permit 2001-76, State Programmatic General Permit NAE 2004-2551, DES Groundwater Permit LGWD 2004-03 and all other matters (Rockingham).
33. Affidavit as to Permits Approvals and States at 4609, Page 2291 corrected at Book 4626, Page 1509 (Rockingham).
34. All matters noted and depicted on Plan 33445, and all sheets related or recorded therewith, and all matters noted or depicted thereon (Rockingham).



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- 35 Notice of Groundwater Management Permit at Book 4333, Page 1940 (Rockingham).
- 36 Any matter referenced on B-1-A-1, A-2, A-3, and A-4 that has general application to all parcels.
- 37 Permits 1-18 on USA Springs, Inc., permits, as attached.

10190-010
Nottingham
NH02258-S**SITE AGREEMENT**Site Name **NOTTINGHAM**Site Address **165 OLD TURNPIKE RD / NOTTINGHAM****EXHIBIT
D**Site I. D. **NH 4-A / GILLESPIE**

1. **Premises and Use.** The undersigned (jointly and severally, the "Owner") hereby leases to Associated Telecommunications Consultants, a Maine corporation ("ATC"), or its permitted assignee, the site described below:

Real property consisting of approximately Four Thousand Nine Hundred (4,900) square feet of land, as approximately described and shown on Exhibit A attached hereto, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of ATC, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by ATC for the purpose of installing, maintaining and/or operating, at its expense, a wireless communications facility, including, without limitation, an antenna tower or pole, foundation, utility lines, equipment shelters, radio equipment, antennas, and supporting equipment thereto (collectively, the "Facility"). Title to the Facility shall be held by ATC and the Facility shall remain ATC's personal property and in no event shall be construed as fixtures. ATC will use the Site and the Facility in a manner which will not unreasonably disturb the occupancy of the Owner or, if applicable, the owner's other tenants.

2. **Term.** The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") ATC signs this Agreement. This Agreement will be automatically renewed for three additional terms (each a "Renewal Term") of five years each, unless ATC provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Beginning with the earlier of (a) the date which is 60 days after the issuance of a building permit for construction/installation of the Facility, or (b) the date upon which construction of the Facility is completed, rent will be paid in equal monthly installments, payable in advance, of \$800.00, equaling an initial annual rent of \$9,600 (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by three percent (3%), non-compounded.

4. **Title, Quiet Possession, and Access.** Owner represents and agrees (a) that it is the owner of the Site pursuant to the instrument set forth on Exhibit A attached hereto; (b) that the Site is free from all encumbrances except as set forth on Exhibit A attached hereto, (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; (e) that ATC, its employees, agents, subcontractors, clients, and invitees are entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as ATC is not in default beyond the expiration of any cure period; and (f) that Owner will not have unsupervised access to the Site or to the related Facility. Owner shall maintain any access roadways to the site in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions.

5. **Assignment/Subletting.** Neither Owner nor ATC will assign or transfer this Agreement (except to an entity owned in whole or in part by a shareholder of ATC or a successor of ATC) without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, ATC may assign without Owner's prior written consent to an entity owned in whole or in part by a shareholder of ATC or a successor of ATC, or to any party which acquires substantially all of the assets of ATC. Upon such permitted assignment or transfer ATC will have no further liability under the Agreement. Notwithstanding the foregoing, it is the express intention of the parties that ATC shall be allowed to sublet, or otherwise grant use rights to, all or any portion of the Site or the Facility without the prior written consent of Owner, it being the express intention of ATC to lease antenna and related space of the Facility to separate wireless communication carriers.

6. **Sale of Site Premises.** Owner may sell the Site property provided it is sold subject to this Site Agreement, and any instrument effectuating said conveyance shall specifically refer to this Site Agreement.

7. **Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

ORIGINAL

8. **Improvements and Taxes.** ATC may, at its expense, make such further improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications, which improvements, when made, shall be considered part of the Facility. Owner agrees to cooperate with ATC with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, ATC may remove the Facility and any and all of its other property located upon the Site, and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. If personal property taxes are assessed, ATC will be responsible and pay for such portion of the personal property taxes attributable to the Facility. ATC shall pay any and all increases in real estate taxes imposed upon the Property as a result of the construction or installation of the Facility on the Site. Owner shall provide written evidence of all such increases in taxes, to ATC in a timely manner.

9. **Compliance with Laws.** Owner represents that Owners property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. ATC will substantially comply with all applicable laws relating to its possession and use of the Site.

10. **Interference.** ATC shall make every reasonable effort to ensure that it, and any sublessee or other user deriving their right to use the Site or Facility from ATC, shall comply with any and all regulations or industry accepted practices regarding technical interference at the Site. Likewise, Owner will not permit the installation of any future equipment on the Site which results in technical interference problems with ATC's, or any sublessee's or user's, then existing equipment comprising the Facility.

11. **Utilities.** Owner represents that utilities (electricity and telco) adequate for ATC's use of the Site are available on, to, or close to the Site. ATC will pay for all utility connections to the Site, the cost of installing separate meters, as well as the recurring cost of utilities used by it at the Site. Owner will cooperate with ATC in ATC's efforts to obtain utilities from any location provided by Owner or the servicing utility and, if required, Owner agrees to grant easements as may be required by said utility companies to provide such service to the site.

12. **Termination.** ATC may terminate this Agreement at any time by notice to Owner without further liability if ATC does not obtain all permits or other approvals (collectively, "approval") required from any municipal and/or governmental authority or any easements required from any third party to construct/operate the facility for its intended use, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if ATC, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose.

13. **Default.** If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, but may otherwise be cured within thirty (30) days, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and said default is substantially cured within ninety (90) days of the initial notice of default.

14. **Indemnity.** Owner and ATC each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site or Facility by or default of the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct or omission of the indemnified party.

15. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, ground contamination, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. ATC will not introduce or use any such substance on the Site in violation of any applicable law.

ORIGINAL

16. **Waiver of Owner's Lien.** (a) Owner waives any lien rights it may have concerning the Facility, which is deemed ATC's personal property and not fixtures, and ATC has the right to remove the same at any time without Owner's consent and (b) Owner acknowledges that ATC, or any other authorized sublessee or user, has or may enter into financing arrangements for the financing of the Facility, and/or their leasehold or other use rights in connection therewith, with third party financing entities. In connection therewith, Owner (i) disclaims any interest, now or in the future, in and to the Facility, as fixtures or otherwise; (ii) agrees that the Facility and the leasehold or other use interest of ATC or its authorized sublessees or users, shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due. and (iii) agrees to provide any such lender with a statement regarding the above facts and any other information reasonably requested, such as the lack of a default hereunder, within five (5) days from Owner receiving a request to do so.

17. **Insurance.** ATC, at it's sole cost and expense, shall procure and maintain bodily injury and property insurance on the communication facility with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on as occurrence basis, against all liability of ATC, its employees and agents arising out of or in connection with ATC's use of the site as provided herein. Owner shall be named as an additional insured on ATC's policy, a copy of which shall be furnished to Owner within 30 days of written request.

18. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) Owner agrees promptly to execute and deliver to ATC, simultaneously herewith or forthwith hereafter, a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) upon request Owner will provide ATC with a non disturbance Agreement from Owner's lender, and (h) The parties agree to prepare a Notice of Agreement for recording.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A & B

OWNER: 

Brett Gillespie

S.S./Tax I.D. No.: 013 44 0156

Address: 165 Old Turnpike Road

Nottingham, NH 03290

Date: 7/9/98

ASSOCIATED TELECOMMUNICATIONS CONSULTANTS

By: 

Its: Vice President

44 Exchange Street, Suite 301

Portland, Maine 04101

Date: 7/8/98

ORIGINAL

EXHIBIT A

Site Agreement - Site Description

Site Name: NOTTINGHAM

Site I.D. NH 4-64A/ GILLESPIE

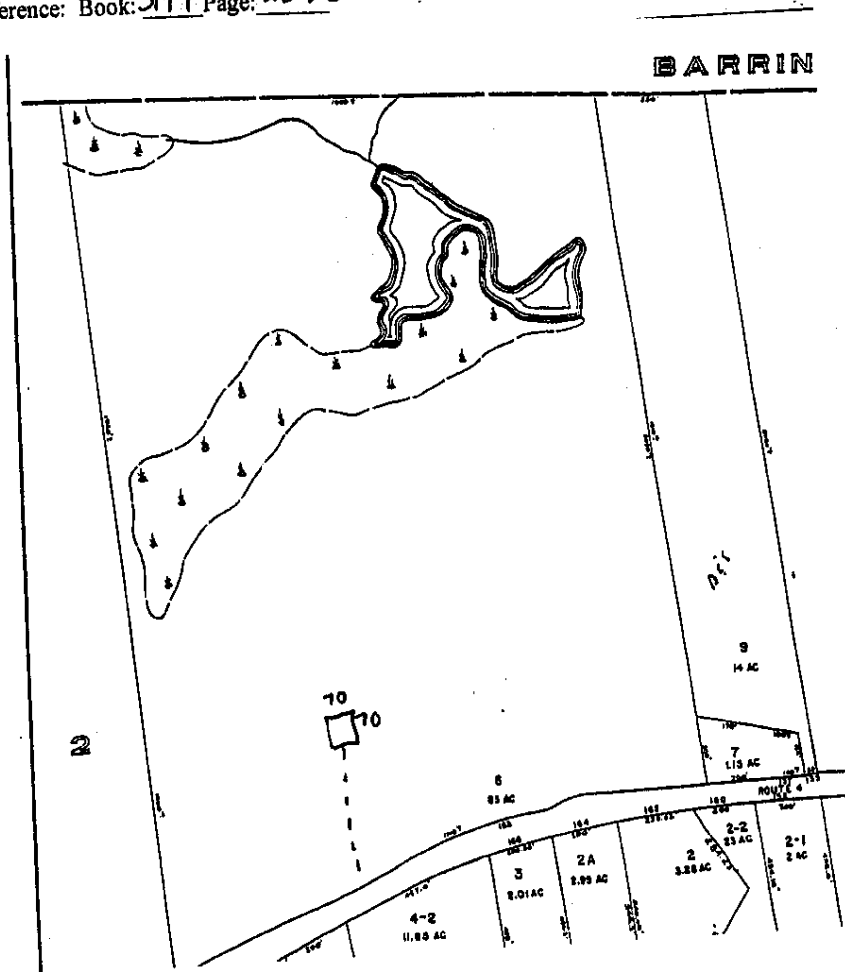
Site situated in the Town of Nottingham, County of Rockingham, State of New Hampshire commonly described as follows:

Legal Description:

See Attached Deed

Recording Office Book and Page reference: Book: 3194 Page: 2248

Sketch of Site:



Owner Initials

ATC Initials

Note: Owner and ATC may, at ATC's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

ORICK

NH 02258-S

10190-010

B3194 P2248

WARRANTY DEED

HUB OF THE PLAINS PARTNERS VI LTD., a Texas Limited Partnership, and having a principal office at 2574 74th Street, Suite 211, Lubbock, Texas, 79423

for consideration paid, and in full consideration of One hundred five thousand (105,000.00) dollars

grants to Brett Gillespie, a married man, of 2 Mitchell Road, Lee, New Hampshire 03824

With Warranty Covenants

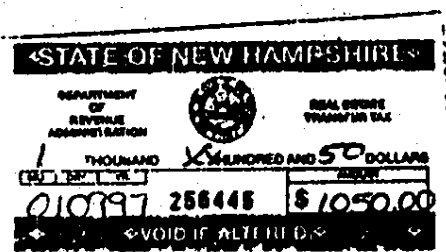
a certain tract of land with the buildings thereon, situated in Nottingham, County of Rockingham and State of New Hampshire, containing one hundred fifteen (115) acres, more or less, and bounded and described as follows:

Beginning on the north side of the Old Turnpike Road leading from Concord to Portsmouth at the corner of land owned by Charles H. Chesley and running northeasterly by land of said Charles H. Chesley by a line of stakes and stones to the County line; thence northwesterly by said County line to the east corner of the Gilman Batchelder land, now owned by Thomas E. Fernald; thence southwesterly by said Batchelder land to the Turnpike Road; thence easterly by said Turnpike Road to the first mentioned bound.

EXCEPTING AND RESERVING, however, from the provisions of this conveyance is that small tract of land conveyed to the State of New Hampshire for highway purposes as well as a small tract of land in the southeasterly corner of said property that was conveyed to True W. Chesley, duly recorded.

Meaning and intending to convey the premises described in the deed from Asset Recovery & Management Corporation recorded herewith.

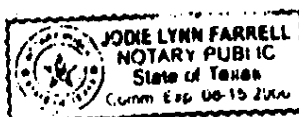
IN WITNESS WHEREOF, the said HUB OF THE PLAINS PARTNERS VI LTD., has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Duane Swofford, President of Hub of the Plains Investment Corporation, its General Partner this 19th day of December, 1996.



Hub of the Plains Partners VI Ltd.
by Duane Swofford, President of its
General Partner, Hub of the Plains
Investment Corporation

STATE OF TexasLubbock CountyDecember 191996

Then personally appeared Duane Swofford, President of Hub of the Plains Investment Corporation, its General Partner and acknowledged the foregoing to be the free act and deed of Hub of the Plains Partners VI Ltd. before me.



Jodie Lynn Farrell
Notary Public
My commission expires:

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EXHIBIT A

Site Agreement - Site Description

Site Name: NOTTINGHAM 1

Site I.D. NH 4-64A/ GILLESPIE

Site situated in the Town of Nottingham, County of Rockingham, State of New Hampshire commonly described as follows:

Legal Description:

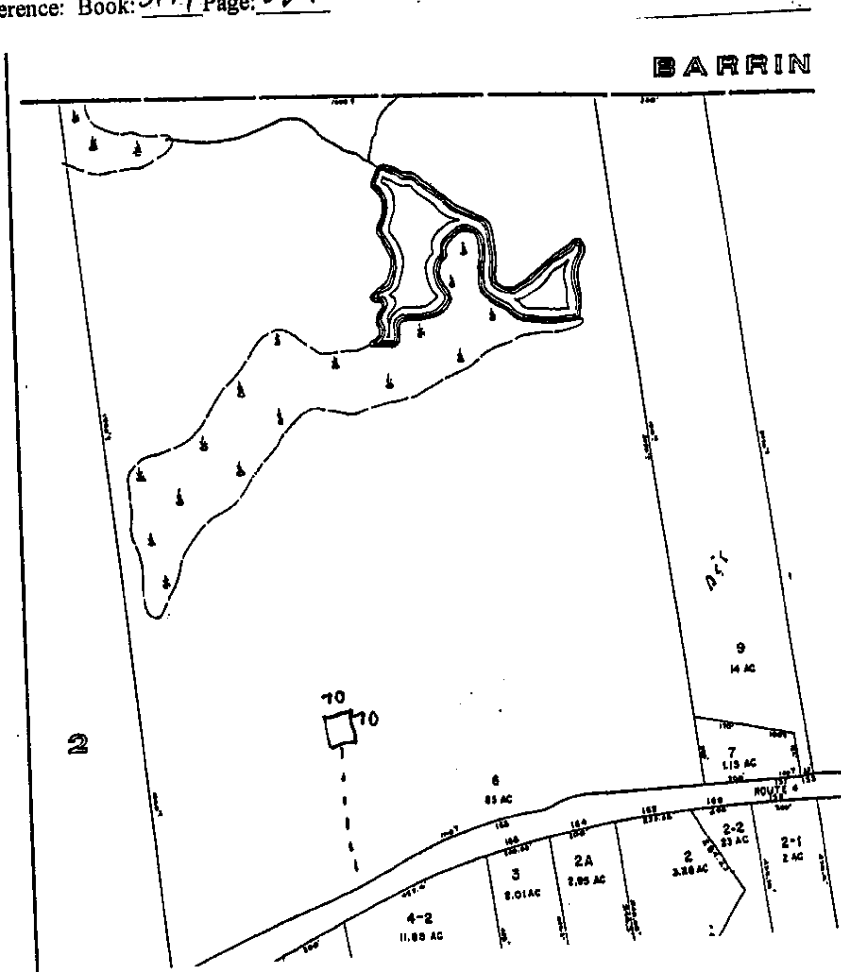
See Attached Deed

Recording Office Book and Page reference: Book: 3194 Page: 2248

Sketch of Site:

Owner Initials 460

ATC Initials AS



Note: Owner and ATC may, at ATC's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

DRIVE

EXHIBIT B
Memorandum of Site Agreement

Site Name: NOTTINGHAM¹

Site I.D. NH 4-4A / GILLESPIE

This memorandum evidences that a lease was made and entered into by written Site Agreement dated 7-8 1998, between Brett Gillespie ("Owner") and Associated Telecommunications Consultants, a Maine Corporation ("ATC"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to ATC a portion of a certain site ("Site") located at 165 Old Turnpike Road, Town of Nottingham, County of Rockingham State of New Hampshire, owned by Owner, as described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for an initial term of five (5) years commencing on 7-8, 1998 which term is subject to three (3) additional five (5) year extension periods by ATC.

IN WITNESS WHEREOF, the parties have executed the Memorandum as of the day and year first above written.

OWNER: *[Signature]*

Brett Gillespie

S.S./Tax I.D. No.: 013 44 015 6

Address: 165 Old Turnpike Road

Nottingham, NH 03290

Date: 7/7/98

ASSOCIATED TELECOMMUNICATIONS CONSULTANTS

By: *Adam A. Graves*

Its: Vice President

44 Exchange Street, Suite 301

Portland, Maine 04101

Date: 7/8/98

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF NEW HAMPSHIRE

My commission expires:

(PRINTED, STAMPED OR TYPED NAME)

ORIGINAL

**UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE**

In re:

USA SPRINGS INC.,

Debtor.

Case No. 08-11816-JMD

Chapter 7

CERTIFICATE OF SERVICE

I, Thomas J. Raftery, hereby certify that on September 30, 2016, I served a copy of the **MOTION OF CHAPTER 7 TRUSTEE FOR AUTHORITY TO SELL ESTATE PROPERTY AT PRIVATE SALE PURSUANT TO 11 U.S.C. § 363** upon those parties indicated below via the ECF/CM system or by first class, postage prepaid U.S. mail where indicated:

08-11816-JMD Notice will be electronically mailed to:

Alan L. Braunstein on behalf of Debtor's Attorney Riemer & Braunstein, LLP
abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Alan L. Braunstein on behalf of Defendant Garrison Place Real Estate Investment Trust
abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Alan L. Braunstein on behalf of Defendant Just Cause Realty Trust
abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Alan L. Braunstein on behalf of Defendant Sweet Review Realty Trust
abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Alan L. Braunstein on behalf of Defendant USA Springs Inc
abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Alan L. Braunstein on behalf of Defendant USA Springs, Inc.

abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Alan L. Braunstein on behalf of Plaintiff USA Springs, Inc.

abraunstein@riemerlaw.com, ahall@riemerlaw.com; mtoussaint@riemerlaw.com

Timothy Britain on behalf of Creditor Roswell Commercial Mortgage, LLC

britaint@cwbp.com, fyses@cwbp.com

Mark P. Cornell

trustee@bankruptcyNH.com, sdickson@bankruptcynh.com; nh09@ecfbis.com

Mark P. Cornell on behalf of Creditor Mark P. Cornell

trustee@bankruptcyNH.com, sdickson@bankruptcynh.com; nh09@ecfbis.com

Euriprides Dalmanieras on behalf of Financial Advisor Deloitte Financial Advisory Services LLP

edalmani@foleyhoag.com

Michael A. Fagone on behalf of Attorney Bernstein, Shur, Sawyer & Nelson

astewart@bernsteinshur.com; kquirk@bernsteinshur.com

Michael A. Fagone on behalf of Creditor Committee Official Committee of Unsecured Creditors

astewart@bernsteinshur.com; kquirk@bernsteinshur.com

Michael A. Fagone on behalf of Plaintiff Official Committee of Unsecured Creditors

astewart@bernsteinshur.com; kquirk@bernsteinshur.com

Michael B. Feinman on behalf of Defendant Cynthia Gianopoulos

mbf@feinmanlaw.com, kmk@feinmanlaw.com

Michael B. Feinman on behalf of Defendant William Gianopoulos

mbf@feinmanlaw.com, kmk@feinmanlaw.com

Michael B. Feinman on behalf of Interested Party Cynthia Gianopoulos

mbf@feinmanlaw.com, kmk@feinmanlaw.com

Michael B. Feinman on behalf of Interested Party William Gianopoulos

mbf@feinmanlaw.com, kmk@feinmanlaw.com

Jeffrey S. Follett on behalf of Financial Advisor Deloitte Financial Advisory
Services LLP
JSF@foleyhoag.com

Edmond J. Ford on behalf of Creditor Roswell Commercial Mortgage, LLC
eford@fordlaw.com, jcrosby@fordlaw.com; bpik@fordlaw.com

William S. Gannon on behalf of Creditor Malom Group AG
bgannon@gannonlawfirm.com,
jarquette@gannonlawfirm.com; bvenuti@gannonlawfirm.com; gannonlawfirm@gmail.com

Terrie Harman on behalf of Attorney Harman Law Offices
admin@tharman.net

Terrie Harman on behalf of Creditor Committee Official Committee of Unsecured
Creditors
admin@tharman.net

Geraldine Karonis on behalf of U.S. Trustee Office of the U.S. Trustee
Geraldine.L.Karonis@usdoj.gov

Robert J. Keach on behalf of Creditor Committee Official Committee of Unsecured
Creditors
rkeach@bernsteinshur.com,
acummings@bernsteinshur.com; astewart@bernsteinshur.com; kquirk@bernsteinshur.com

James S. LaMontagne on behalf of Debtor's Attorney Sheehan, Phinney, Bass and
Green, P.A.
nhbankruptcycourt@sheehan.com, ntoli@sheehan.com; jlamontagne@sheehan.com

Brian F. McCaffrey on behalf of Debtor USA Springs Inc
ppettis@nhlawfirm.com

Edward C. Mosca on behalf of Creditor Mosca Law Office
edmosca@comcast.net

Earl D. Munroe on behalf of Debtor USA Springs Inc
emunroe@munroelaw.com

Earl D. Munroe on behalf of Debtor's Attorney Munroe & Chew
emunroe@munroelaw.com

Alexander G. Nossiff on behalf of Creditor Save Our Groundwater
joconnell@nossiffandgiampa.com

Office of the U.S. Trustee
USTPRegion01.MR.ECF@usdoj.gov

Kelly L. Ovitt Puc on behalf of Interested Party SBA Towers, Inc.
kovittpuc@sulloaway.com, aconroy@sulloaway.com

David K. Pinsonneault on behalf of Creditor Dorothy Sajous
dpinsonneault@winerbennett.com,
ldale@winerbennett.com; bchatfield@winerbennett.com

Thomas J. Raftery on behalf of Interested Party Timothy P. Smith
thomas@raftery.com, esartori@mesirowfinancial.com

Thomas J. Raftery on behalf of Plaintiff Timothy P. Smith
thomas@raftery.com, esartori@mesirowfinancial.com

Thomas J. Raftery on behalf of Trustee Attorney Law Office of Thomas J. Raftery
thomas@raftery.com, esartori@mesirowfinancial.com

Thomas J. Raftery on behalf of Trustee Timothy P. Smith
thomas@raftery.com, esartori@mesirowfinancial.com

Thomas J. Raftery on behalf of Trustee Timothy P. Smith
thomas@raftery.com, esartori@mesirowfinancial.com

James F. Raymond on behalf of Creditor Town of Nottingham
jraymond@upton-hatfield.com, cdasey@upton-hatfield.com

Peter C.L. Roth on behalf of Creditor State of New Hampshire

peter.roth@doj.nh.gov, laura.maynard@doj.nh.gov

Ryan C. Siden on behalf of Plaintiff Timothy P. Smith
rsiden@sidenlaw.com

Ryan C. Siden on behalf of Spec. Counsel Siden & Associates, P.C.
rsiden@sidenlaw.com

Ryan C. Siden on behalf of Trustee Timothy P. Smith
rsiden@sidenlaw.com

Timothy P. Smith
timothy.p.smith@myfairpoint.net

Timothy P. Smith
timothy.p.smith@myfairpoint.net, tpsmith@ecf.epiqsystems.com

Timothy P. Smith on behalf of Trustee Timothy P. Smith
timothy.p.smith@myfairpoint.net, tpsmith@ecf.epiqsystems.com

Tony F. Soltani on behalf of Spec. Counsel Soltani Law Office
tsoltani@soltanilaw.com

Macken Toussaint on behalf of Defendant USA Springs Inc
mtoussaint@riemerlaw.com, ahall@riemerlaw.com

UST on behalf of U.S. Trustee Office of the U.S. Trustee
USTPRegion01.MR.ECF@usdoj.gov, Geraldine.L.Karonis@usdoj.gov

Lisa C. Wood on behalf of Financial Advisor Deloitte Financial Advisory Services
LLP
lwood@foleyhoag.com

08-11816-JMD Notice will not be electronically mailed to, but by U.S. Mail to:

Steven A. Bolton on behalf of Creditor Aho Construction, Inc
Bolton Law Offices
127 Main Street
Suite 2
Nashua, NH 03060

Jeffrey DeLucia
9 Woodland Drive
Plaistow, NH 03865

Laurie DeLucia
9 Woodland Drive
Plaistow, Nh 03865

Diom
c/o Steve Collins
PO Box 143
Newton, NH 03858

Duane A. D'Agnese & Company, P.A.
132 Portsmouth Street
Concord, NH 03301

Ralph Faiella
128 Newton Road
Unit 38
Plaistow, NH 02865

Bruce A. Harwood on behalf of Plaintiff USA Springs, Inc.
Sheehan, Phinney, Bass + Green
1000 Elm Street, 17th Floor
PO Box 3701
Manchester, NH 03105-3701

MyKroWaters, Inc.
POB 1088

Concord, MA 01742

NHSC, Inc.
202 Kent Place
Newmarket, NH 03857

Kevin H. O'Neill on behalf of Creditor State of New Hampshire
O'Neill Law Office
6-D Dobson Way, Unit 111
Merrimack, NH 03054

Paul Papas
WBPFOR Group Trust
4727 E. Bell Rd. 45-350
Phoenix, AZ 85032

Jennifer Rood on behalf of Creditor Committee Official Committee of Unsecured
Creditors
Bernstein Shur
670 N. Commercial St., Ste 108
PO Box 1120
Manchester, NH 03105-1120

Francesco Rotondo
16 Hobbs Road
Pelham, NH 03076

Siden & Associates, PC
20 Park Plaza, Suite 505
Boston, MA 02116

Allen R. Smith on behalf of Creditor Malom Group AG
P.O. Box 1032
Winter Haven, FL 33882-1032

The Bankruptcy Estate of Francesco Rotundo
Olga Gordon, Esq.
Murtha Cullina
99 High Street, 20th Floor

Boston, MA 02110

The Kane Company, Inc.
210 Commerce Way
Suite 300
Portsmouth, NH 03801

W.C. Cammett Engineering, Inc.
297 Elm Street
Amesbury, MA 01913

We Buy Property For Our Retirement
c/o Paul Papas
4727 E. Bell Rd., #45 PMB 350
Phoenix, AZ 85032

/s/Thomas J. Raftery

**UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE**

In re:

USA SPRINGS INC.,
Debtor.

Case No. 08-11816-JMD
Chapter 7

ORDER

Upon the Trustee's Motion to Sell Property of the Estate, due notice having been given, it is hereby ordered, adjudged and decreed that:

1. The Notice of Intended Private Sale filed herewith is approved;
2. Notice shall be sufficient if served upon all creditors, the debtor, the U.S. Trustee, any party having expressed an interest in purchasing the Property and parties in interest;
3. In the event that no objections or counteroffers are filed, the Trustee is authorized and empowered to take such further actions as are necessary, appropriate or desirable to consummate the transactions provided for or contemplated by this Motion including the delivery of deed or deeds, payment of costs associated with the sale including transfer taxes, stamps and fees;
4. Reimbursement of the due diligence costs of \$12,000 to the Buyer (as set for the in the Motion) is authorized in the event that the Buyer is not the successful bidder for the Property;
5. The sale shall be effective when entered by the Court, notwithstanding Fed. R. Bankr. P. 6004(h);
6. Objections to the motion to sell and counteroffers are due on or before

November 4, 2016; and

7. A hearing on the motion to sell is scheduled for November 15, 2016 at 11:00 A.M.

Dated:

J. Michael Deasy
Senior Bankruptcy Judge