



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

August 6, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the New Hampshire Department of Employment Security ("NHES") to sell the NHES property located at 10 West Street, Concord, New Hampshire (the "property") to Riverbend Community Mental Health, Inc., ("Riverbend") for \$1,300,001.00, plus an additional \$1,100.00 as an administrative fee pursuant to RSA 4:40, III-a, effective upon Governor and Council approval.

EXPLANATION

In accordance with RSA 4:40, NHES received the recommendation of the Council on Resources and Economic Development and then the approval from the Long Range Capital Planning and Utilization Committee ("LRCPUC") on September 18, 2012 to sell the property at the appraised value of \$1,700,000 (approval letters attached) as part of our Capital Budget project. NHES then received authorization of the Governor and Council to sell the property on October 17, 2012 as agenda item 30A (copy attached). NHES then requested and received an amended approval from the LRCPUC on November 27, 2012 in order to sell the property without the services of a real estate broker.

NHES employees once housed in the building on the property were relocated to the newly renovated Tobey Building located in the Hugh Gallen State Office Park at 45 South Fruit Street, Concord, New Hampshire in April and May of 2014.

On June 25, 2015, NHES entered into a Purchase Agreement with Riverbend for the sale of the property for \$1,300,001.00. On August 4, 2015, NHES obtained LRCPUC approval to sell the property for \$1,300,001.00 to Riverbend (approval letter attached). NHES believes that the offer submitted by Riverbend represents fair market value based on the fact that NHES has attempted to sell the property twice and the offer from Riverbend is the only offer that NHES has received since 2012.

Your favorable consideration is requested.

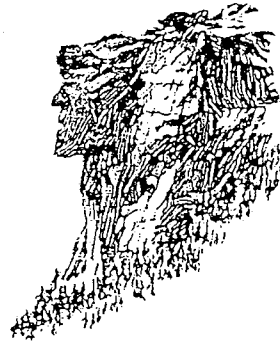
Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr
Attachments

New Hampshire Council on Resources and Development

Office of Energy and Planning
4 Chenell Drive, Concord, NH 03301
Voice: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Tara Reardon, Commissioner
NH Department of Employment Security

FROM: Tracey Boisvert ^{TLB}
NH Office of Energy and Planning

DATE: November 18, 2011

SUBJECT: Surplus Land Review, Concord, SLR 11-009

Effective November 10, 2011, the Council on Resources and Development (CORD) took action on the following issue brought by the NH Department of Employment Security:

Request to sell property located at 10 West Street, Concord, consisting of 1.94 +/- acres of land and a 20,334 square foot building.

CORD members voted to recommend approval of SLR 11-009.

cc: John Carpenter, NH Department of Employment Security
Joanne O. Morin, Director, NH Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Comm.



LRCP 12-042

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

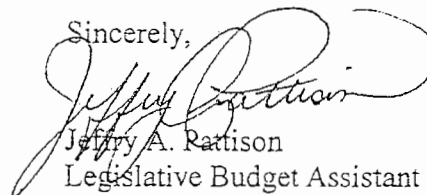
September 19, 2012

George N. Copadis, Interim Commissioner
Department of Employment Security
32 South Main Street
Concord, New Hampshire 03301-4857

Dear Interim Commissioner Copadis,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on September 18, 2012, amended and approved the request from the Department of Employment Security, to sell the NHES properties located at: 32-24 South Main Street and 10 West Street, Concord, and 298 Hanover Street and 300 Hanover Street, Manchester, for the current market value, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee per property, subject to the conditions as specified in the request dated September 18, 2012, and that the right of first refusal be treated in the customary manner.

Sincerely,


Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



New Hampshire
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re working to keep New Hampshire working

ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

October 9, 2012

His Excellency Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

#30A
10/17/12

Requested Action

Pursuant to RSA 4:40, the New Hampshire Department of Employment Security (NHES) requests approval and consent of the Governor and Council to sell the NHES properties located at:

1. 32-34 South Main Street, Concord, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated July 21, 2011 the property appraised for \$1,750,000.
2. 10 West Street, Concord, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated July 21, 2011 the property appraised for \$1,700,000.
3. 298 Hanover Street, Manchester, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated May 27, 2011 the property appraised for \$700,000.
4. 300 Hanover Street, Manchester, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated May 27, 2011 the property appraised for \$1,500,000.

NHES employees currently housed in these buildings will be relocated to the renovated Tobey Building located in the Hugh Gallen State Office Park at 45 Fruit Street, Concord, NH. The Manchester Local Office, currently located at 300 Hanover Street, will be relocated to another facility in Manchester which has yet to be identified.

Explanation

NHES received the recommendation of the Council on Resources and Economic Development and then the approval from the Long Range Capital Planning and Utilization Committee on September 18, 2012 to sell the properties listed above (approval letters attached) as part of our Capital Budget project.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/jdr



LRCP 12-059

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

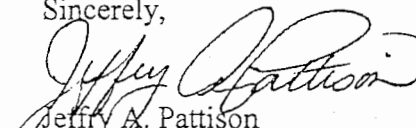
November 28, 2012

George N. Copadis, Commissioner
Department of Employment Security
32 South Main Street
Concord, New Hampshire 03301-4857

Dear Commissioner Copadis,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 27, 2012, approved the request from the Department of Employment Security, to amend LRCP 12-042, approved by the Long Range Capital Planning and Utilization Committee on September 18, 2012, to allow New Hampshire Employment Security to sell without the services of a real estate broker, for the current market value, the following properties located at: 32-24 South Main St, Concord; 10 West St, Concord; 298 Hanover St, Manchester; and 300 Hanover St, Manchester, assess an Administrative Fee of \$1,100 per property, and allow negotiations within the Committee's current policy guidelines, as specified in the request dated November 14, 2012.

Sincerely,


Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



LRCP 15-031

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

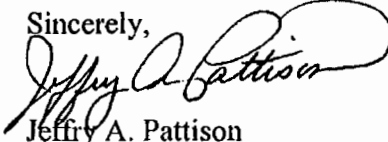
August 4, 2015

George N. Copadis, Commissioner
Department of Employment Security
45 South Fruit Street
Concord, New Hampshire 03301-4857

Dear Commissioner Copadis,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on August 4, 2015, approved the request from New Hampshire Employment Security, for the sale of N.H. Employment Security owned property located at 10 West Street, Concord, N.H. to Riverbend Community Mental Health, Inc. for \$1,300,001 plus a \$1,100 Administrative Fee, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated July 22, 2015.

The Long Range Capital Planning and Utilization Committee granted original approval (LRCP 12-042) September 18, 2012, with subsequent amended approval (LRCP 12-059) granted November 27, 2012.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

PURCHASE AGREEMENT

This Agreement is dated this 25th day of June, 2015, between the State of New Hampshire Department of Employment Security having an address of 45 South Fruit Street, Concord, New Hampshire 03301 (the "Seller") and Riverbend Community Mental Health, Inc., having an address of P.O. Box 2032, Concord, New Hampshire 03302 ("Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately 1.94 acre parcel of land with the buildings and improvements thereon (the "Real Estate") located at 10 West Street, Concord, New Hampshire, originally conveyed to the Seller by Warranty Deed recorded in the Merrimack County Registry of Deeds at Book 2085, Page 1340 together with all buildings and improvements thereon.

B. The Real Estate is being sold as state-owned surplus real estate under RSA 4:40. RSA 4:40 requires the following: (i) a determination by the Commissioner of the Department of Employment Security that the Real Estate is surplus and should be sold; (ii) a review of the proposed sale by the interagency Council on Resources and Development ("CORD"); (iii) approval of the proposed sale by the joint legislative Long Range Capital Planning and Utilization Committee ("LRCPUC"); (iv) an offer to sell the Real Estate at not less than its current market value to the city, town or county in which the Real Estate is located; and (v) final approval of the sale of the Real Estate by the Governor and Executive Council of the State of New Hampshire ("G&C"). With respect to the sale of the Real Estate to the Buyer, the Commissioner of the New Hampshire Department of Employment Security has determined that the Real Estate is surplus and should be sold, CORD has reviewed the proposed sale of the Real Estate and recommended it for approval and LRCPUC has reviewed and approved the sale of the Real Estate. This Agreement memorializes the resulting offer from Buyer, which offer the Department of Employment Security believes to represent the best value to the State of New Hampshire Department of Employment Security among all offers received. This Agreement remains subject to the City of Concord's refusal or failure to timely accept Seller's offer to sell the Real Estate to the City at the Purchase and Sales Agreement price; 2nd approval by LRCPUC due to the fact the purchase price is greater than 10% below the previously approved sale price; and final approval by G&C.

C. Seller desires to sell, and Buyer desires to buy, the Real Estate pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 4:40 with respect to the disposal of surplus real property by the State of New Hampshire.

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

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Real Estate, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits,

approvals and other appurtenances and rights pertaining to the Real Estate (collectively, the "Property").

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be ONE MILLION THREE HUNDRED THOUSAND ONE Dollars and no/cents (\$1,300,001.00), plus an additional One Thousand One Hundred Dollars (\$1,100.00) as an administrative fee pursuant to RSA 4:40, III-a. The Purchase Price shall be payable as follows:

(a) FIFTY THOUSAND Dollars (\$50,000.00) will be paid to the Seller as a deposit within seven (7) business days after execution of this Agreement by the Seller (the "Deposit"). The Deposit shall be held in escrow by the Seller in accordance with the terms of this Agreement. The Deposit shall be duly accounted for at the Closing and shall be applied to the Purchase Price. Following the satisfactory completion of the Due Diligence Period, the Deposit shall be non-refundable provided that the transaction complies with RSA 4:40 (described herein) and that the Seller meets its obligations in accordance with the terms of this Agreement. If Seller does not comply with all applicable provisions of RSA 4:40, or if the sale does not occur for any reason other than a default by the Buyer hereunder, then the deposit shall be forthwith returned to the Buyer.

(b) The balance of the Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by certified check, bank check or Federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur on the date that is within thirty (30) days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur at the offices of the Seller at 45 South Fruit Street, Concord, NH 03301, unless otherwise agreed to by Seller and Buyer.

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

(a) Seller has no knowledge of any adverse rights to the Property, there are no leases, subleases, licenses, known prescriptive rights, tenancies or other agreements which grant any possessory or other interest in the Property, there are no known contracts affecting the Property which will survive the Closing and Seller has no knowledge of any default with respect to any permit, approval, ordinance, law or obligation pertaining to the Property.

(b) Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(d) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller except as provided herein. The individual executing this Agreement on behalf of Seller has the authority to

bind Seller to the terms of this Agreement subject to the authorization of the LRCPUC and the Governor and Executive Council of the State of New Hampshire.

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

5. Title and Deed. At the Closing, title to the Property shall be conveyed by Seller to Buyer, or its nominee, by Warranty Deed, as-is, where-is, subject to any (i) easements, liens, restrictions, or encumbrances of record; (ii) provisions of building and zoning laws in effect on the Closing Date; and (iii) real property taxes for the then current tax year which are not yet due and payable on the Closing Date.

Buyer shall have 10 (Ten) days from the expiration of the time period of the right of first refusal set forth in RSA 4:40 to conduct an examination of title at Buyer's sole cost (the "Due Diligence Period"). If upon examination of the title it is found that the title is not marketable and not insurable, after identifying to Seller in writing any apparent title defects and providing Seller with a reasonable opportunity to correct or cure them, this Agreement may be rescinded at the option of the Buyer and all deposits and administrative fees shall be refunded to Buyer, provided that written notice is delivered to the Seller within said time frame, TIME BEING OF THE ESSENCE. If no notice is given within said time frame, then any objections to title are waived except as further described herein.

Buyer reserves the right to verify prior to Closing that there has been no material adverse change in the condition of title to the Property from that date until the Closing Date. A "Material Adverse Change" shall be defined as one rendering title to the property not marketable and not insurable. If Buyer notifies Seller in writing of any Material Adverse Change in the condition of title, then Seller shall, for a reasonable period of time use diligent efforts to correct or cure the same and the Closing Date shall be extended during such time. If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, the Deposit, administrative fee and all interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights and obligations hereunder.

At the Closing, Seller shall deliver title and possession of the Property to Buyer free of all tenants and occupants, in broom clean condition, free of all personal property and furnishings.

6. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 4:40 as described in introductory paragraph B, hereto. Seller agrees to promptly take all steps necessary in order to comply with the requirements of RSA 4:40. Buyer agrees to reasonably cooperate with Seller's efforts.

7. Condemnation. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the

amount of any award or compensation received or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer any and all such awards and other compensation not yet received prior to Closing.

8. Taxes and Assessments. Real estate taxes, special assessments, betterment assessments, water rates and sewer charges and rents, if any, shall be prorated and adjusted as of the Closing Date. Taxes due and payable for all prior years, if any, shall be paid, by Seller, on or before the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing such actual taxes are determined.

9. Transfer Tax. It is understood that the Seller's portion of the transfer tax related to the sale of the Property is exempt from taxation. The Buyer agrees to pay its portion of the transfer tax. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes.

10. Default by Buyer. If Buyer shall default in the performance of any of its obligations under this Agreement, Seller shall as its sole remedy, at law or in equity, retain the Deposit and all interest earned thereon as liquidated damages, in which event this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

11. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, Buyer shall have the right (i) to terminate this Agreement without further liability hereunder, in which event the Deposit, administrative fee and all interest earned thereon shall be forthwith returned to Buyer, and this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive or (ii) enforce this Agreement by specific performance.

12. Brokerage. Buyer and Seller each represents to the other that it is not represented by a broker, agent or representative in connection with this transaction.

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

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

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

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no Material Adverse Change in the condition of the Property from its condition as of the date of this Agreement other than resulting from usual wear and tear;

(e) there being no Material Adverse Change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof;

(f) compliance by the Seller with the requirements of RSA 4:40 with respect to the sale of the Property;

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

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, the Deposit, administrative fee and all interest earned thereon shall be forthwith returned to the Buyer and neither party shall have any further rights or obligations hereunder.

14. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt of the full Purchase Price from the Buyer for the Property at the Closing;

(b) the City of Concord's refusal or failure to timely accept Seller's offer to sell the Real Estate to the City at the sale price contained herein, to be made pursuant to RSA 4:40;

(c) 2nd and final approval of the transaction by the joint legislative Long Range Capital Planning and Utilization Committee; and

(d) final approval of the transaction by the Governor and Executive Council, pursuant to RSA 4:40.

If any one of the above conditions is not met, Seller may terminate this Agreement by giving written notice to Buyer, and the Agreement shall terminate, the Deposit, administrative fee and all interest earned thereon shall be forthwith returned to the Buyer and neither party shall have any further claims upon the other.

15. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail), or (iv) scanned and emailed (with

confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller: New Hampshire Department of Employment Security
45 South Fruit Street
Concord, New Hampshire 03301
Attn: Richard Lavers, Deputy Commissioner
(603) 228-4064 (phone)
(603) 229-4444 (fax)

If to Buyer: Riverbend Community Mental Health, Inc.
P.O. Box 2032
Concord, New Hampshire 03302
Attn: Allan M. Moses, Senior Vice President and
Chief Financial Officer
(603) 226-7505 x-3250 (phone)

With a Copy to: John M. Sullivan, Esq.
Preti Flaherty
P.O. Box 1318
Concord, New Hampshire 03302
(603) 410-1500 (phone)

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

By Buyer:

- (a) title examination and title insurance premium
- (b) one-half of the State real estate transfer tax
- (c) cost of recording the deed and other recording fees

By Seller:

- (a) cost of preparing the deed and other conveyancing documents

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

(a) Warranty Deed of the Property in proper form reasonably acceptable to Buyer's counsel duly executed, conveying title to the Property to Buyer.

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

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

(d) Completed and executed conveyance tax forms.

(e) A full release of any mortgage or liens on the Property granted, or allowed to attach through inaction, by Seller.

(f) Title insurance affidavits reasonably required by Buyer's title insurance company to obtain owner's and/or lender's title insurance with standard endorsements.

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

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

20. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to approval by LRCPUC and/or G&C.

21. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

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

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

24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

25. Furniture to be Conveyed to Buyer. Seller and Buyer acknowledge that certain furnishings located in the building as described in the attached Exhibit A shall be conveyed by Seller to Buyer as part of the transaction described herein for no additional consideration other than the Purchase Price subject to approval and designation as state surplus property by the New Hampshire Department of Administrative Services. Seller shall be fully responsible for obtaining such approval in a reasonable period of time using diligent efforts to obtain the same. Buyer acknowledges that there are no warranties, either

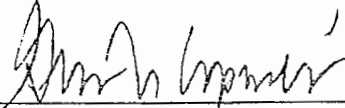
express or implied, being provided by Seller with respect to any of the furnishings to be included with this transaction.

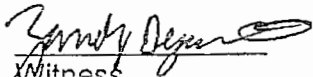
[Signature Page Follows]

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

SELLER:

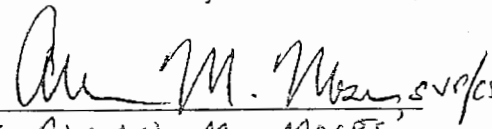
State of New Hampshire
Department of Employment Security

By: 
George N. Copadis, Commissioner


Witness

BUYER:

Riverbend Community Mental Health, Inc.

By: 
Name: ALLAN M. MORSE
Its: SR VP/CSO

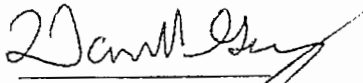

Witness

EXHIBIT A

In general, State will take all electronic equipment including computers, loose cables, keyboards, screens, copiers, servers but will leave server rack.

All blinds, office keys, door keys, door entry passes, HVAC systems, in-wall cables and tel wiring, operating manuals to all mechanicals-to Riverbend

(all references to room #'s are on the attached floor plan)

MAIN FLOOR

Room #entry room-State will take all

Room #132- State will take all

Room #135-Riverbend would like to retain contents

Room #130-Riverbend would like to retain contents

Room #131-Riverbend would like to retain contents except State to take whiteboard

Room #128-State will take all

Room #112-Riverbend would like to retain contents

Room #129-State will take all except server rack and phone crips

Room #123-Riverbend would like to retain contents

Room #122 (former print shop area)- State will take all

Room #124A-empty

Room #124-empty

Room #117-empty

Room #(outside of 117)-empty

Room #Bathroom-n/a

Room #Kitchen-State will take all except one folding table

Room #109-Riverbend would like to retain contents

Room #107-Riverbend would like to retain contents

Room #108-Riverbend would like to retain contents

Room #111-State will take all

Room #2- State will take all

BASEMENT

General area-

High density filing/storage system-to Riverbend

Two file cabinets in front of high density file system-to Riverbend

Metal shelves-to Riverbend

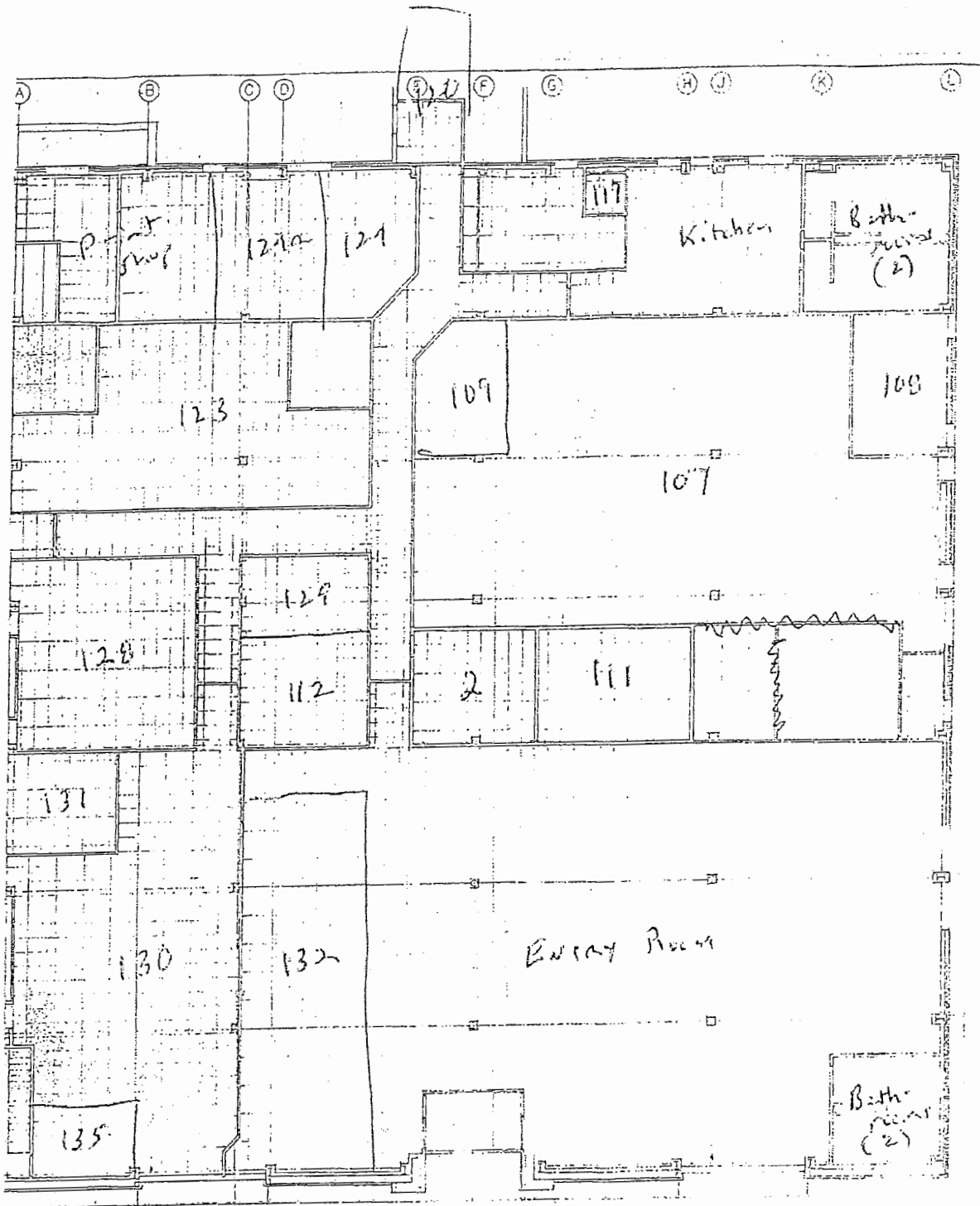
Conveyor system and metal rollers-to Riverbend

Sump pumps/batteries-to Riverbend

Room #150b-State will take all except one desk

Room #150a-State will take all

All other furniture and equipment in general area of basement not noted above- State will take all



REFLECTED

NOT TO SCALE
 DIMENSIONS GIVEN IN
 FEET AND INCHES
 UNLESS OTHERWISE
 NOTED

2-2-90



CONCRETE WALLS AND CEILING JOISTS, P.A.
 115 BETH STREET WINDYBROOK, PENNSYLVANIA 15086-0002

REVISIONS
 1-2-90

REFLECTED CEILING PLANS
 SCALE: 1/8" = 1'-0"
 OFFICE BUILDING
 FOR
 DEPARTMENT OF EMPLOYMENT SECURITY
 WEST STREET WINDYBROOK, PENNSYLVANIA
 HUTTER CONSTRUCTION CO.
 NEW BRUNSWICK, NEW JERSEY

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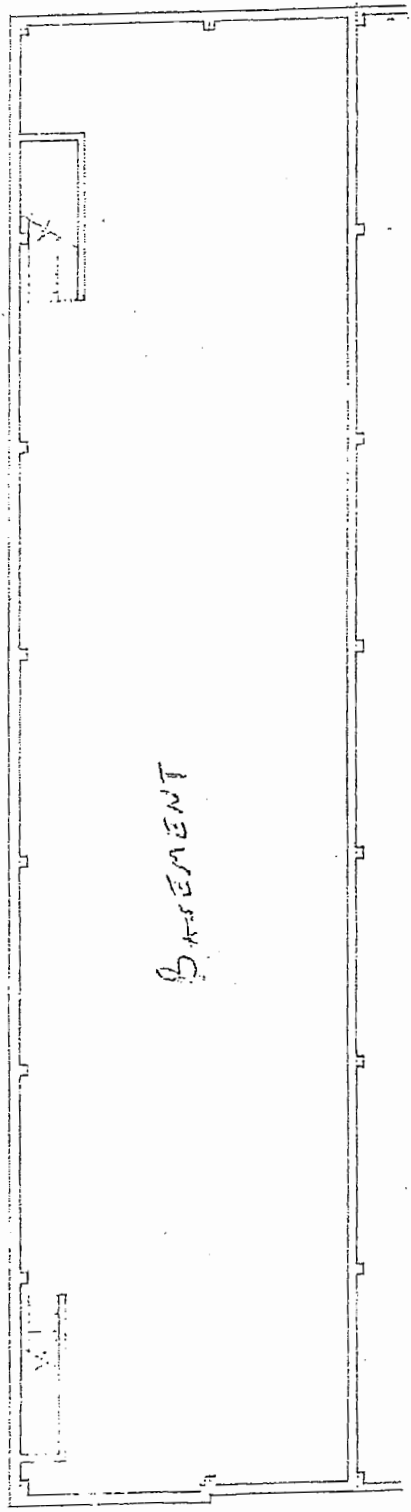


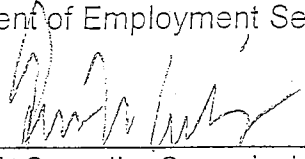
EXHIBIT B

Buyer's Due Diligence. Seller and Buyer agree as part of the Purchase Agreement dated June 25, 2015 (the "Agreement") Buyer shall have until 5:00 p.m. on Tuesday, July 21, 2015 in order to enter the property in order to conduct certain inspections as further described herein (the "due diligence period"). Time is of the essence. These inspections shall include: physical inspection of the building; and inspections for purposes of determining municipal code compliance (collectively the "inspections"). Seller shall provide Buyer reasonable access to the property during the due diligence period to carry out and conduct the inspections specifically mentioned herein. All such inspections shall be supervised by Seller. Further, Buyer shall not be allowed to conduct any investigations of a type and or nature deemed destructive and/or damaging to the property or dangerous to Seller's agents and/or employees, said determination to be at the commercially reasonable discretion of Seller. Buyer shall perform these investigations at its own risk and at its own expense. Buyer accepts full responsibility for the use of the property during the inspections and due diligence. In advance of each inspection, Buyer shall provide to Seller evidence of liability insurance deemed satisfactory by Seller, which may be a certificate of insurance naming Seller as an additional insured, for any and all agents entering the property to conduct said inspections on Buyer's behalf.

If upon completion of the inspections, Buyer determines at its sole discretion that it does not wish to purchase the Property, Buyer may rescind this Agreement at its sole option and all deposits shall be refunded to Buyer, provided that written notice is delivered to Seller prior to the expiration of the due diligence period.

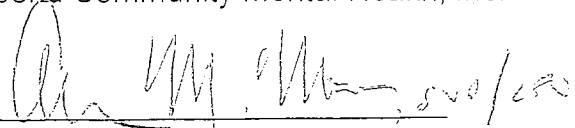
SELLER:

State of New Hampshire
Department of Employment Security

By: 
George N. Copadis, Commissioner

BUYER:

Riverbend Community Mental Health, Inc.

By: 
Allan M. Moses
Senior VP/Chief Financial Officer