

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the “Date of this Agreement” (as hereinafter defined) by **The Foundation for Seacoast Health**, a New Hampshire nonprofit corporation, with a mailing address of 100 Campus Drive Suite 1, Portsmouth, New Hampshire 03801 (hereinafter called “Seller”), and the **City of Portsmouth**, a body politic with a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Purchaser”).

WITNESSETH:

WITNESSETH THAT, Seller owns the land described on Exhibit A (the “Real Property”) hereto together with the buildings and improvements thereon, and appurtenances thereto, all located at 100 Campus Drive, Portsmouth, New Hampshire.

WITNESSETH FURTHER THAT, Seller desires to sell and Purchaser desires to purchase the Property for the benefit of the Portsmouth and surrounding communities’ health and wellbeing, on the terms and subject to the conditions set forth herein.

WITNESSETH FURTHER THAT, In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Seller and Purchaser hereby covenant and agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE AND SELL

1.01 Real Property.

Seller hereby covenants and agrees to sell and Purchaser hereby covenants and agrees to purchase, upon the terms and subject to the conditions hereinafter set forth, the following (hereinafter referred to, collectively, as the “Property”):

- (a) The Real Property;
- (b) the buildings (the “Buildings”), structures and improvements currently situated on the Real Property;
- (c) all right, title and interest of Seller in and to any easements or rights of way appurtenant to the Real Property;
- (d) all items of personal property owned by Seller and located on the Property or used in connection with the ownership or operation of the Property as of the date of this

Agreement but for those items described in Exhibit D attached hereto and incorporated herein by reference, including without limitation, furniture, fixtures, equipment, machines, apparatus, appliances, supplies and personal property of every nature and description and all replacements thereof, (collectively, the "Personal Property").

- (e) As used in this Agreement, the term "Property" shall mean, collectively, those items described in the preceding clauses (a), (b), (c), and (d) of this Section.

ARTICLE II

DEFINITIONS

2.01 Definitions.

In addition to all other words, terms and phrases defined in this Agreement, when used in this Agreement, the following words, terms and phrases shall have the respective meanings indicated below:

- (a) "Business Day": Any day other than a Saturday, Sunday or official Federal or State of New Hampshire holiday.
- (b) "Closing": The consummation of the transactions contemplated by this Agreement in accordance with Article VIII of this Agreement, including, without limitation, the delivery of the Deed by Seller and the payment of the Purchase Price by Purchaser.
- (c) "Closing Date": On or before February 1, 2022.
- (d) "Closing Year": The municipal fiscal tax year in which the Closing occurs.
- (e) "Date of this Agreement": The date upon which this Agreement is executed and delivered by Seller to Purchaser pursuant to the provisions of Section 12.01 of this Agreement.
- (f) "Deed": A warranty deed conveying title to (a) (b) and (c) as defined under Section 1.01 of this Agreement and in accordance with Section 7.01 below, which deed is prepared by Seller in accordance with the terms of this Agreement.
- (h) "Environmental Laws": Collectively, all statutes, ordinances, by-laws, rules and regulations, executive orders and other administrative orders, judgments, decrees, injunctions and other judicial orders of or by any governmental authority, now or hereafter in effect, relating to pollution or protection of human health or the environment, including, without limitation, emissions, discharges, releases or threatened releases of Hazardous Substances, or the manufacture, processing,

distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

- (i) “Escrow Agent”: Devine, Millimet & Branch, Professional Association (“Devine”)
- (j) “Escrow Agreement”: A certain escrow agreement dated as of even date herewith by and between Seller, Purchaser and the Escrow Agent, a copy of which is attached hereto as Exhibit B.
- (k) “Escrowed Funds”: The Escrowed Funds are equal to the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).
- (l) “Estimate”: A written estimate of the cost to repair the Buildings after the occurrence of a fire or other casualty, prepared by a claims adjuster acceptable to both Seller and Purchaser, to be obtained by Seller within forty-five (45) days of the occurrence of such fire or other casualty.
- (m) “Hazardous Substances”: Collectively, any chemical, substance, waste, material, gas or emission which is deemed hazardous, toxic, a pollutant or a contaminant under applicable Environmental Law, or which has been shown to have significant adverse effects on human health or the environment, including, but not limited to, petroleum and petroleum products, asbestos, chlorofluorocarbons, radon gas and PCB’s.
- (n) “Insolvency Event”: As it pertains to any party, any proceeding by or against said party under any federal or state law or statute regarding bankruptcy, insolvency, fraudulent transfers, receivership, conservatorship, custodianship, trusteeship, moratorium or creditors’ rights or debtors’ obligations generally; any assignment for the benefit of creditors by said party; the insolvency of said party; or entry by said party into a composition agreement.
- (o) “Leases”: This term shall mean (i) all leases listed on Exhibit C-1, and (ii) all oral or written tenancy at will agreements or other occupancy agreements relating to the tenant’s listed on the Rent Roll attached hereto as Exhibit C-2.
- (p) “Monetary Encumbrances”: This term shall have the meaning ascribed to it in Section 7.03 below.
- (q) “Nonmonetary Encumbrances”: This term shall have the meaning ascribed to it in Section 7.03 below.
- (r) “Permitted Exceptions”: This term shall have the meaning ascribed to it in Section 7.01 below.

- (s) “Proration Date”: 5:00 p.m. on the day immediately preceding the Closing Date.
- (t) “Purchase Price”: Ten Million Dollars (\$10,000,000).
- (u) “Purchaser’s Default”: This term shall have the meaning ascribed to it in Section 9.01 below.
- (v) “Purchaser’s Termination Notice”: A written notice from Purchaser to Seller setting forth Purchaser’s election to terminate this Agreement pursuant to this Agreement.
- (w) “Seller Released Parties”: Collectively, Seller, the shareholders, officers, directors, employees and agents of any of them, and its and their respective successors and assigns.
- (x) “Seller’s Default”: This term shall have the meaning ascribed to it in Section 9.02 below.
- (y) “Title Company”: To be determined prior to closing.
- (z) “Title Defect Notice”: This term shall have the meaning ascribed to it in Section 7.02 below.
- (aa) “Unpermitted Exceptions”: This term shall have the meaning ascribed to it in Section 7.02 below.

2.02 References.

All references in this Agreement to particular articles or sections shall, unless expressly otherwise provided or unless the context otherwise requires, be deemed to refer to the specific articles or sections in this Agreement. In addition, the words, “hereof”, “herein”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular section or article.

ARTICLE III

PURCHASE PRICE AND ESCROWED FUNDS

3.01 Purchase Price and Payment of Purchase Price.

On the terms and subject to the conditions set forth in this Agreement, Purchaser hereby covenants and agrees to pay the Purchase Price in lawful money of the United States on the Closing Date by wire of immediately available funds. .

3.02 Escrowed Funds.

(a) Transfer of Escrowed Funds.

Purchaser has deposited with the Escrow Agent the Escrowed Funds. The Escrowed Funds shall be held by the Escrow Agent and disbursed in accordance with the terms of the Escrow Agreement.

(b) Disposition of Escrowed Funds.

- (i) If Purchaser terminates this Agreement in accordance with the terms of this Agreement, Purchaser shall comply with Purchaser's obligations under Section 6.03(d) below respecting the assignment or return, respectively, of due diligence materials then Purchaser shall be entitled to the immediate return of the Escrowed Funds together with all interest accrued thereon.
- (ii) If the Closing occurs, Purchaser shall receive a credit at Closing against the Purchase Price and any other amounts payable by Purchaser on the Closing Date in an amount equal to the Escrowed Funds and the Escrow Agent shall pay over to Seller at the Closing the Escrowed Funds.
- (iii) If a Purchaser's Default or Seller's Default occurs, Seller and Purchaser's respective rights concerning the Escrowed Funds shall be governed by the terms and provisions of Article IX below and the Escrow Agreement.

ARTICLE IV

"AS IS" SALE; LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER; RELEASE

4.01 No Representations or Warranties by Seller.

Except as expressly otherwise provided in this Agreement, Purchaser specifically acknowledges and agrees that Seller is selling and Purchaser is purchasing the Property on an "AS IS WITH ALL FAULTS" basis and that, except with respect to the representations and warranties set forth in this Agreement, Purchaser is not relying on any oral or written representations or warranties of any kind whatsoever, express or implied, from Seller, its employees, directors, officers, agents, consultants, contractors, subcontractors or brokers as to any matters concerning the Property including, without limitation, any information contained in any report, plan, specification, study, analysis, document, or other written material given by or on behalf of Seller to Purchaser with respect to the Property.

Purchaser acknowledges that it has had access to and sufficient time to review all information, documents, agreements, studies and tests relating to the Property which it deems necessary or desirable and that it has conducted or will conduct to its satisfaction a complete and thorough inspection, testing, analysis and evaluation of the Property, including but not limited to environmental issues, if any. Purchaser is fully aware of, or will investigate, pursuant to the provisions of this Agreement, the condition of the Property as well as all facts, circumstances and information which may affect the development, use, operation or profitability of the Property, and has relied and will rely on its own due diligence investigation in determining to purchase the Property rather than on any information that may have been provided by Seller other than the representations and warranties contained in this Agreement or any documents delivered by Seller at the Closing. To the extent that Seller, or its employees, directors, officers, agents, consultants, contractors, or subcontractors, has provided to Purchaser or hereafter provides to Purchaser pursuant to the provisions of this Agreement any reports, plans, specifications, studies, analyses, documents or other materials, or any other information whatsoever, relating to the Property, Seller has made and hereby makes no representations or warranties with respect to the accuracy or completeness of the same or otherwise concerning such documents, materials or information.

Without in any way limiting the generality of the preceding paragraph, in entering into this Agreement and purchasing the Property, Purchaser hereby acknowledges that, except as set forth in this Agreement or any documents delivered by Seller at the Closing, Seller, its employees, directors, officers, agents, consultants, contractors, and subcontractors has not made, does not hereby make and will not hereafter be deemed to have made any representations or warranties or guarantees, whether express or implied, with respect to the Property or the physical condition or profitability thereof, including without limitation:

- (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, AND THE STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, AND PARKING FACILITIES.
- (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER.
- (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVICING THE PROPERTY.
- (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

- (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY.
- (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY.
- (VII) THE PRESENCE OF HAZARDOUS SUBSTANCES ON, UNDER, IN, OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY OR THE EXISTENCE OF ANY UNDERGROUND TANKS, CONTAINERS, OR CONDUITS IN, ON, OR ABOUT THE PROPERTY.
- (VIII) THE EXPENSES AND POTENTIAL RENTAL INCOME ASSOCIATED WITH THE OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROPERTY.
- (IX) THE QUALITY OF CONSTRUCTION OF THE BUILDINGS OR ANY OTHER IMPROVEMENTS ON THE PROPERTY.
- (X) EXCEPT FOR THE WARRANTY COVENANTS TO BE CONTAINED IN THE DEED TO BE DELIVERED AT THE CLOSING, THE QUALITY OF SELLER'S TITLE TO THE PROPERTY, AND THE EXISTENCE OF ANY LIENS, ENCUMBRANCES, CHARGES, ASSESSMENTS, RESTRICTIONS OR CLAIMS RELATING THERETO.

The provisions of this Section 4.01 shall survive the Closing or the earlier termination of this Agreement.

4.02 Representations and Warranties of Seller.

In connection with the sale of the Property and the transactions contemplated by this Agreement with the understanding that said representations and warranties constitute a material inducement to and are being relied upon by Purchaser:

- (a) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire, and duly qualified to do business in the State of New Hampshire, and has full right, power and authority to execute and deliver this Agreement and to perform its covenants and obligations under this Agreement;
- (b) this Agreement has been duly and validly authorized, executed and delivered by Seller;

- (c) this Agreement and each and every document and instrument to be executed and delivered by Seller pursuant to this Agreement, when fully executed and delivered by all intended signatories thereto, shall constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally;
- (d) Seller is not a foreign person within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended;
- (e) Seller is not the subject of an Insolvency Event and Seller has no knowledge of any threatened or contemplated Insolvency Event;
- (f) to the best of Seller's actual knowledge, Seller has not received any written notice of any pending or threatened condemnation, eminent domain or similar proceeding with respect to all or any portion of the Real Property;
- (g) Seller has not granted to any person or entity any option to acquire all or any portion of the Property;
- (h) Seller has not received notice in writing from a Governmental Agency that the Property or any part thereof, is in violation of any law, ordinance, rule or regulation applicable to the Property.
- (i) There are no suits, actions or proceedings now pending with respect to all or part of the Property to which the Seller is a party;
- (j) There is no action, suit or proceeding threatened against or affecting the Property, or arising out of the ownership, management or operation of the Property, this Agreement or the transactions contemplated hereby;
- (k) To Seller's knowledge, there are no conditions at the Property which constitute a violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, and there are no "open" building permits for work performed at the Property;
- (l) To Seller's knowledge, during its term of ownership, there has been no occurrence of any substantial damage to Property by fire, vandalism, or other casualty (whether or not insured against, and whether or not previously repaired or restored);

- (m) Seller has not received any written notice or written request from any insurance company or board of fire underwriters or New Hampshire Department of Environmental Services or the United States Environmental Protection Agency (or any organization exercising functions similar thereto) requesting the performance of any work or alterations to the Property;
- (n) There are no leases, subleases, licenses or other rental agreements or occupancy agreements to which Seller is a party affecting the Property, other than those listed in Exhibit C-1; and
- (o) There are no parties in possession of any part of the Property, except those listed in Exhibit C-1.

As used in this Section 4.02, “to the best of Seller’s actual knowledge” shall mean and be limited to the actual knowledge (excluding constructive knowledge or imputed knowledge) without any obligation on the Seller to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence or the like.

4.03 Intentionally omitted.

4.04 Continuation and Survival of Representations.

All representations, warranties, indemnifications and covenants by Seller and Purchaser in this Agreement are intended to be and shall remain true and correct as of the time of Closing.

Purchaser’s acceptance and recording of the Deed shall be deemed full compliance by Seller of all of its obligations hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

5.01 Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to Seller, with the understanding that said representations and warranties constitute a material inducement to and are being relied upon by Seller, as follows:

- (a) Purchaser is a body politic duly organized, validly existing and in good standing under the laws of the State of New Hampshire, and Purchaser is duly qualified to do business in their state of organization and has full right, power and authority to execute and deliver this Agreement and to perform its covenants and obligations under this Agreement;

- (b) this Agreement has been duly and validly authorized, executed and delivered on behalf of Purchaser;
- (c) this Agreement and each and every document and instrument to be executed and delivered by Purchaser pursuant to this Agreement, when fully executed, shall constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally; and
- (d) Purchaser is not the subject of any Insolvency Event and Purchaser has no knowledge of any threatened or contemplated Insolvency Event. Purchaser possesses, or will possess as of the Closing Date, the financial resources to perform all of its covenants and obligations contained in this Agreement and to be contained in the documents and instruments to be executed and delivered pursuant to this Agreement, and the performance of said covenants and obligations will not render Purchaser the subject of an Insolvency Event.

ARTICLE VI

PURCHASER'S INVESTIGATIONS; PURCHASER'S RIGHT TO TERMINATE

6.01 Purchaser's Due Diligence.

- (a) Due Diligence. Purchaser's due diligence period commenced prior to the Date of this Agreement and shall continue through January 31, 2022 (the "Due Diligence Period").
- (b) Due Diligence Contingency. Purchaser shall have until 5:00 p.m. (Eastern Time) on January 31, 2022 (the "Due Diligence Period"), to perform the remaining due diligence review of the Property which is now limited to environmental, title, and survey (collectively the "Remaining Due Diligence"). If Purchaser, in its sole discretion, is not satisfied with the results of its Remaining Due Diligence for any reason, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period (the "Due Diligence Contingency"). If Purchaser terminates this Agreement pursuant to the Due Diligence Contingency in accordance with this Section, then: (i) the Deposit shall be refunded to Purchaser in accordance with provisions hereunder, (ii) Purchaser shall supply to Seller reports and copies of all site work completed during the Due Diligence Period, and (iii) the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination. If Purchaser does not terminate this Agreement pursuant to the Due

Diligence Contingency in accordance with this Section 4.1.1, then subject to the terms and provisions of this Agreement, Purchaser shall be deemed to have waived its rights to terminate this Agreement pursuant to the Due Diligence Contingency.

- (c) Access. Purchaser shall have the right and non-exclusive license to enter the Property, after reasonable prior notice to Seller, for the purpose of conducting such investigations, inspections, audits, analyses, surveys, tests, examinations, studies, and appraisals of the Property as Purchaser has deemed necessary or desirable, at Purchaser's sole cost and expense, to determine whether the Property is suitable for Purchaser's purposes. All physical inspections and meetings with tenants shall be coordinated with Seller and Seller shall have the right to be present at all inspections. Purchaser shall not materially alter or disturb the Property without Seller's prior written consent and Purchaser shall not permit any mechanics' liens to be filed against all or any part of the Property. Purchaser's access to the Property shall be subject to the terms and conditions (including, but not, limited to, security and access restrictions) of all Leases of all or any portion of the Property. Purchaser will use reasonable efforts to minimize interference with Seller's operations at the Property and the rights of tenants of the Property. Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: commercial general liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence for property damage, bodily or personal injury or death, such policy to name Seller as an additional insured party. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any inspection or tenant interview.
- (d) Indemnity. Purchaser hereby agrees to indemnify, defend, and hold harmless Seller, its partners, members, affiliates, property manager, and their respective officers, directors, agents, employees, and representatives (collectively, the "Indemnified Parties") from and against any and all liens, claims, or damages of any kind or nature, including any demands, actions or causes of action, assessments, losses, costs, expenses, liabilities, interest and penalties, and reasonable attorneys' fees suffered, incurred, or sustained by any of the Indemnified Parties caused by the entry on the Property by Purchaser, its agents or representatives. Purchaser will promptly restore the Property substantially to its condition before any damages that may have been caused by Purchaser or its agents or representatives in the conduct of the review. Notwithstanding anything set forth herein to the contrary, the indemnification and restoration obligations of Purchaser in this Section shall survive Closing or the earlier termination, for any reason, of this Agreement.

6.02 Intentionally omitted.

6.03 Confidentiality and Return of Due Diligence Information.

Subject only to the provisions of RSA 91-A and any disclosure within the municipal government of Purchaser necessary to effectuate the transaction contemplated by this Agreement:

- (a) Seller agrees to use reasonable efforts to promptly locate and make available to Purchaser all aged delinquencies, prepaid rent, security deposits, survey, leases, permits, final studies, final reports, agreements, easements, covenants, existing title insurance policy, and plans pertaining to the Property, including, but not limited to, property survey, plot plan, engineering, topography, soil mapping, sub-surface water and soil testing, final environmental site assessments, sprinkler system, sewer, water and gas lines, structural, electrical, plumbing, telephone, telecommunications infrastructure, fixtures, equipment, tenants, maintenance, notice of violations of law which have not been cured, and approvals obtained for the construction, expansion, use and environmental state of the Property, in every case to the extent they are in the files ordinarily maintained or controlled by Seller. Seller shall provide copies of such materials to Purchaser upon Purchaser's request. Purchaser acknowledges that Seller makes no representation or warranty as to the accuracy or completeness of any materials so provided.
- (b) Purchaser agrees that all written materials and information obtained by Purchaser from Seller with respect to the Property, and all materials and information obtained by Purchaser from sources other than Seller with respect to the Property (including, without limitation, reports, studies, analyses and other materials prepared by, or provided to Purchaser by its employees, agents, contractors or consultants) that is not already public information or that is obtained pursuant to any agreement of confidentiality shall be held in strict confidence and shall not be disclosed to any third party except as provided in this subsection. All such written materials and information shall be held in strict confidence and shall not be disclosed to any third party except (i) in connection only with the transactions specifically contemplated by this Agreement (and then only to the extent necessary to accomplish the transactions set forth herein), to Purchaser's employees, agents, contractors, subcontractors, consultants, representatives, attorneys, appraisers, accountants, lenders and potential tenants, in which event Purchaser shall direct each such recipient of such information to maintain the confidentiality of such information, or (ii) as required by law or court order.
- (c) In the event the need arises to notify under applicable laws any federal, state or local public agencies of any environmental conditions at the Property, as a result of Purchaser's investigations, Purchaser shall immediately notify Seller and agree that Seller, not Purchaser or Purchaser's employees, agents, contractors,

subcontractors, consultants, attorneys, appraisers or other representatives, shall make such disclosure as Seller deems appropriate, unless such disclosure is required by law to be made by Purchaser or Purchaser's employees, agents, contractors, subcontractors, consultants, attorneys or other representatives, in which instance Purchaser or such employee, agent, contractor, subcontractor, consultant, attorney, or other representative may make such disclosure and Purchaser shall immediately notify Seller thereof.

- (d) If for any reason the Closing does not occur, Purchaser shall, within five (5) Business Days after the termination or expiration of this Agreement (i) return to Seller all materials and other information regarding the Property that Seller has provided to Purchaser and all photocopies thereof, and (ii) deliver to Seller copies of all third-party written studies, analyses, reports and assessments (both final and interim versions) relating to any of Purchaser's Investigations involving environmental testing, soils testing or inspection of the Building, to the extent Purchaser has the authority to provide same; provided, however, that if either party disputes the effectiveness of any termination of this Agreement, Purchaser's obligation to return and deliver the materials required pursuant to this subsection (d) shall be deferred until such dispute is resolved. After the termination of this Agreement, Purchaser shall maintain the confidentiality of all materials and information described in the preceding sentence, except as otherwise required by law or court order.
- (e) The provisions of this Section shall survive the termination of this Agreement but shall not survive the Closing.

ARTICLE VII

TITLE EXAMINATION AND SURVEY MATTERS

7.01 Title to be Conveyed.

- (a) Seller shall convey, in fee simple absolute by the Deed on the Closing Date, running to Purchaser. The Deed shall convey a good and clear record and marketable title to the Property, insurable at standard rates, free from all liens, encumbrances and encroachments from or on the Property except (i) those not objected to by Purchaser in accordance with Section 7.02 below and those item listed below (b) through (e) and (ii) the Leases (collectively the "Permitted Exceptions"). Notwithstanding the foregoing, Seller shall be obligated to remove, at or prior to Closing, all mortgages, deeds of trust, judgment liens, mechanics' liens not caused by the Purchaser, liens for delinquent taxes, or any other monetary or voluntary liens encumbering the Property.

- (b) Such state of facts as would be shown on the ALTA/ACSM survey of the Real Property obtained by the Purchaser (regardless of whether or not Purchaser obtains a survey);
- (c) Zoning regulations, and municipal building restrictions, and all other laws, ordinances, regulations and restrictions of any duly constituted public authority enacted prior to the Closing Date;
- (d) Real estate taxes and betterment assessments levied or assessed on the Real Property not yet due and payable; and
- (e) All matters of title or affecting title which constitute “Permitted Exceptions” as detailed in Exhibit J attached hereto and in accordance with Sections 7.02 or 7.04 below, including, without limitation, any such matters which are not made the subject of a “Title Defect Notice” (as hereinafter defined).

The Personal Property shall be conveyed free of all encumbrances by a bill of sale (the "Bill of Sale") in substantially the form attached hereto as Exhibit E.

7.02 Title Examination Prior to Closing; Waiver by Purchaser.

Purchaser may, at its sole cost and expense, order a title insurance Commitment for (the "Commitment") and a survey of the Property. Purchaser shall give written notice to Seller not later than 5:00 p.m. on December 15, 2021, if such title and survey examination discloses any matter of record title or title defect or encroachment or matter adversely affecting the Real Property to which Purchaser objects (collectively called the "Unpermitted Exceptions") which notice shall contain a description of each Unpermitted Exception together with copies of all documents evidencing such Unpermitted Exceptions. Such notice of an Unpermitted Exception is hereinafter referred to as a "Title Defect Notice". Any matter of record title as of the effective date of such title examination, which is not the subject of a Title Defect Notice shall be conclusively deemed waived by Purchaser and shall constitute a Permitted Exception.

The parties hereto acknowledge that those title exceptions listed in Exhibit J attached hereto are Permitted Exceptions as defined in this Agreement.

7.03 Curing and Removal of Title Objections.

- (a) If Purchaser gives a Title Defect Notice to Seller in accordance with the provisions of the preceding Section 7.02, then:
 - (i) With respect to any Unpermitted Exception which is a mortgage or similar encumbrance created voluntarily by Seller or Seller's predecessors in title which secures solely the payment of a stated indebtedness (collectively, the "Monetary Encumbrances"), Seller shall notify Purchaser in writing

(“Seller’s Title Response Notice”) within five (5) Business Days after receipt of such Title Defect Notice, either (A) that Seller has paid the amount necessary to remove the same from the record title to the Property and will, on or prior to the Closing Date, obtain recordable instruments or other documentation sufficient to cause the Title Company to delete such matters from an owner’s title insurance policy to be issued to Purchaser at standard rates, or (B) that Seller agrees to pay on the Closing Date the sum required to remove the same from the record title out of the Purchase Price to be received at Closing, pursuant to arrangements reasonably acceptable to Seller and Purchaser; and

(ii) In the event Purchaser shall so notify Seller of any Unpermitted Exceptions in the Title Defect Notice that are not Monetary Encumbrances (collectively called “Nonmonetary Encumbrances”), Seller shall have the right, but not the obligation, to cure such objection(s) in its sole and absolute discretion. Seller’s Title Response Notice shall also specify whether or not Seller will cure the Nonmonetary Encumbrances at or prior to the Closing. Failure of Seller to timely give Seller’s Title Response Notice shall be deemed an election by Seller not to cure such Nonmonetary Encumbrances. If Seller elects or is deemed to have elected not to remove or cure the Nonmonetary Encumbrances, Seller shall so notify Purchaser in writing and Purchaser shall, as its sole and exclusive remedy (except as provided in Sections 7.03(c) and 9.02(b) hereof), on or before the seventh (7th) day after Purchaser’s receipt of Seller’s Title Notice, give written notice to Seller, that Purchaser either:

(A) elects to proceed with the Closing, in which event all Nonmonetary Encumbrances identified in the Title Defect Notice which Seller has not cured or removed shall be conclusively presumed thereafter to constitute Permitted Exceptions, without any credit against or abatement of the Purchase Price on account thereof; or

(B) elects to terminate this Agreement, in which event Purchaser shall be entitled to the prompt return of the Escrowed Funds, and, except as expressly provided otherwise in this Agreement, this Agreement shall be of no further force and effect and the parties shall have no further rights, obligations or liabilities hereunder.

Subject to Purchaser’s rights under Sections 7.03(c) and 9.02(b) hereof, unless Purchaser gives notice to Seller within such 7-day period that Purchaser has elected to terminate the Agreement pursuant to the foregoing clause (B) Purchaser shall be conclusively presumed to have elected to proceed to Closing pursuant to the foregoing clause (A) and the uncured Nonmonetary Encumbrances shall be

deemed waived by Purchaser and shall thereupon be deemed to be Permitted Exceptions.

The Closing Date shall be extended for such period of time as necessary to give Seller and Purchaser the benefit of the time periods stated in this subsection. In addition, if Seller fails to cure any objection(s) that Seller has elected to cure or satisfy prior to Closing, then Purchaser may: (a) accept a conveyance of the Property subject to the Permitted Exceptions, specifically including such objection(s) (which such objection(s) shall thereafter be deemed to be a Permitted Exception), without reduction of the Purchase Price, (b) terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate, the Escrowed Funds shall be returned to Purchaser, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except for those matters which expressly survive termination of this Agreement and any other recourse or remedy at law or in equity.

- (b) Provided that Seller has proceeded in accordance with the provisions of this Section in response to a Title Defect Notice, except as otherwise set forth in this Agreement, in no event shall Purchaser be entitled to specific performance for Seller's failure to remove or cure any Unpermitted Exceptions.

7.04 Change of Conditions.

If, between the date of the title examination obtained by Purchaser in accordance with the provisions of Section 7.02 and the Closing Date, an updated title report shows any new Unpermitted Exceptions which did not appear on the record title to the Real Property as of the date of the initial title examination performed, which Unpermitted Exception is a Monetary Encumbrance or at Purchaser's reasonable discretion has an adverse effect on the marketability, operation or value of the Real Property, then Purchaser shall have the right to give Seller written notice of any such new Unpermitted Exception and in such instance the parties shall have the same rights and obligations as to such new Unpermitted Exceptions as stated in Section 7.03 above. If Purchaser does not give notice of any such new Unpermitted Exceptions to Seller on or before the Closing Date, then, Purchaser shall be conclusively presumed to have waived such Unpermitted Exceptions and to have agreed to accept title subject to such new Unpermitted Exceptions (which shall thereupon be deemed to be Permitted Exceptions), and the Closing shall occur without any credit or abatement of the Purchase Price.

ARTICLE VIII

CLOSING

8.01 Time and Place of Closing.

The Closing shall be conducted by the Escrow Agent on the Closing Date at 1:00 p.m. at a location mutually agreeable to the parties.

8.02 Conditions Precedent to Purchaser's Obligations.

The Purchaser's obligations to consummate the transactions contemplated by this Agreement shall be subject to satisfaction, on or prior to the Closing Date (or such shorter period of time as stated in this Agreement), of each of the following conditions precedent, any one or more of which may be waived by Purchaser:

- (a) all of the representations of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as though republished and remade on and as of the Closing;
- (b) Seller shall have performed, observed and complied in all material respects with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part on or before the Closing Date;
- (c) this Agreement shall not have been terminated previously in accordance with its terms;
- (d) the Real Property shall then be in the same condition as it is on the Date of this Agreement (reasonable wear and tear, and damage by casualty or taking excepted);
- (e) there shall be no outstanding notices of violation with respect to the Property or the Seller's operation thereof from any governmental authorities; and
- (f) Seller shall terminate all existing contracts serving the Property, exclusive to all existing Leases, however, the existing food vendor, Café Services' contract and snow plowing contract with Atlantic Snow Removal may remain in effect until June 30, 2022 and will be assumed by the Purchaser.

If on the Closing Date the conditions of this Article 8.02 have not been satisfied, then, at Purchaser's option, the Escrowed Funds shall be returned to Purchaser forthwith, all other obligations of the parties hereto shall cease and this Agreement shall be terminated and the parties shall be without further recourse or remedy hereunder. If Seller is in breach of any of its representations, warranties, covenants or obligations hereunder, then the Purchaser shall have the rights and remedies set forth in Article 9.02 below.

8.03 Conditions Precedent to Seller's Obligations.

The Seller's obligations to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or prior to the Closing Date (or such shorter period

of time as stated in this Agreement), of each of the following conditions precedent, any one or more of which may be waived by Seller:

- (a) all of the representations and warranties of Purchaser contained in Section 5.01 this Agreement shall be true and correct in all material respects on and as of the Closing Date, as though republished and remade as of the Closing Date;
- (b) Purchaser shall have performed, observed and complied in all material respects with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part on or before the Closing Date;
- (c) this Agreement shall not have been terminated previously in accordance with its terms; and
- (d) Purchase shall have extended an invitation to interview Seller's existing facilities department employees for future employment.

If on the Closing Date the conditions of this Article 8.03 have not been satisfied, then, at Seller's option, the Escrowed Funds shall be forwarded to the Seller forthwith, all other obligations of the parties hereto shall cease and this Agreement shall be terminated and the parties shall be without further recourse or remedy hereunder. If Purchaser is in breach of any of its representations, warranties, covenants or obligations hereunder, then the Seller shall have the rights and remedies set forth in Article 9.01 below.

8.04 Seller's Closing Deliveries.

On the Closing Date, and in addition to any other documents or instruments required to be delivered by Seller by the express provisions of this Agreement, Seller shall deliver or cause to be delivered to or at the direction of Purchaser, and duly and validly executed, attested, notarized and acknowledged, as appropriate, the following:

- (a) the Deed in the form attached hereto as Exhibit I;
- (b) an affidavit of Seller stating Seller's U.S. taxpayer identification number and that Seller is not a "foreign person" within the meaning of Section 1445 (f) (3) of the Internal Revenue Code of 1986, as amended,
- (c) evidence reasonably satisfactory to the Title Company that all necessary approvals and/or consents required under Seller's organizational documents have been delivered and such other evidence satisfactory to the Title Company of Seller's authority to convey the Property pursuant to this Agreement and (b) affidavits reasonably sufficient for the Title Company to delete any exceptions for parties in possession (other than tenants under the Leases, as tenants only and occupants as tenants as will) and mechanics' or materialmen's liens from the owner's title

insurance policy (the "Title Insurance"), and such other affidavits relating to the Title Insurance as the Title Company may reasonably request;

- (d) evidence reasonably satisfactory to the Purchaser that all necessary approvals and/or consents required under Seller's organizational documents have been delivered and such other evidence satisfactory to the Title company of Seller's authority to convey at Closing;
- (e) keys to all locks in the Buildings, appropriately tagged (subject to agreement between the parties for the keys and passcards to be delivered at the Property);
- (f) such other documents as may be reasonably requested by Purchaser or the Title Company as are customary in commercial transactions of this type;
- (g) an Assignment and Assumption Agreement relating to the Leases and Deposits (as hereinafter defined, if any in the form attached hereto as Exhibit F (the "Lease Assignment") ;
- (h) a Rent Roll in the form attached hereto as Exhibit C-2; and
- (i) Original tenant notification letters for each tenant under a Lease in the form set forth on Exhibit H (the "Tenant Notice").

8.05 Purchaser's Closing Deliveries.

On the Closing Date, and in addition to any other documents and instruments required to be delivered by Purchaser by the express provisions of this Agreement, Purchaser shall deliver or cause to be delivered to or at the direction of Seller, and duly and validly executed, attested, notarized and acknowledged, as appropriate, the following:

- (a) the Purchase Price, plus or minus prorations and adjustments as provided in Section 8.07 below, payable in the manner prescribed in Section 3.01 above;
- (b) an original of the Lease Assignment;
- (c) a certification by Purchaser that all representations and warranties made by Purchaser in this Agreement are true and correct in all material respects on the Closing Date, except as may be set forth in such certificate; and
- (d) Promissory Note and Mortgage payable to Seller per the terms of Section 3.01 above.

8.06 Joint Deliveries.

On the Closing Date, the parties hereto will jointly execute (and attest, acknowledge and notarize as appropriate) and deliver the following:

- (a) a closing and settlement statement, setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the Closing (the "Closing Statement"); and
- (b) any other documents and instruments that are reasonably necessary to consummate the transactions contemplated by this Agreement.

8.07 Prorations and Adjustments.

The following items shall be prorated and adjusted between the parties on the Proration Date in the following manner:

- (a) All real estate taxes (if any), betterment assessments and personal property taxes levied, imposed or assessed against the Property for the Closing Year shall be prorated. In the event that the final actual real estate tax bill or personal property tax bill for the Closing Year is not available or the tax rate not set at the time of the Closing, the proration shall be based upon the final actual tax bill (as same may have been abated) for the immediately preceding year and shall be adjusted retroactively in the manner provided below in this Section when the final actual tax bill for the Closing Year is available. All real estate taxes and personal property taxes for all years prior to the Closing Year shall be paid by Seller. All real estate taxes and personal property taxes for the Closing Year which are due and payable prior to the Closing Date shall be paid by Seller and shall be pro-rated as provided in this subsection (a).
- (b) Seller shall cause the water, electricity, gas and other utility meters at the Buildings to be read on or after the third (3rd) day prior to the Closing Date, and shall pay at the Closing directly to the appropriate utility providers all final bills rendered pursuant to such meter readings. If Seller is unable to obtain a final reading of any utility meter on or after such 3rd day prior the Closing Date, then at the Closing the costs of such utility service shall be adjusted as of the Proration Date based on the last bill received by Seller from the supplier of such utility and re-prorated after the Closing.
- (c) Collected rents shall be pro-rated as of the Closing Date. From and after the Closing, Seller shall not pursue any rights or remedies against the tenants to recover any rent, operating expense or other delinquencies, and without limitation of the foregoing, Seller shall not seek to dispossess such tenants, disturb their possession of the Property or seek any involuntary bankruptcy of any tenant. Purchaser shall promptly remit to Seller, less the cost of collection, any rent or

payments for any charges received by Purchaser subsequent to Closing which are attributable to periods prior to Closing, to the extent such rent or payments were not credited to Seller at Closing.

- (d) Collected Deposits, if any, shall be credited to the Purchaser, or if requested by Purchaser transferred directly into an account designated by the Purchaser, as of the Closing Date.
- (e) Premiums on insurance policies will not be adjusted. As of the Closing Date, Seller will terminate its insurance coverage and Purchaser will effect its own insurance coverage.
- (f) If any such costs or expenses arise or become known to them on or before the Closing Date, they shall be equitably adjusted between the parties in accordance with customary practice in the Boston metropolitan area.

The provisions of this Section 8.07 shall survive the Closing.

8.08 Fees and Closing Costs.

- (a) Seller shall pay for the recordation of all documents and instruments necessary to remove Unpermitted Exceptions from title to the Real Property, if any are removed by Seller pursuant to the provisions of Section 7.03 of this Agreement;
- (b) Except as set forth in Section 8.08(a) above, Purchaser shall pay for the recordation of the Deed and such of the other documents delivered to, by or on behalf of Purchaser at the Closing as shall be recorded in connection with this transaction. Purchaser shall also be solely responsible for all survey costs, title insurance premiums and charges, title search charges, survey charges, and all fees, charges and expenses of any kind whatsoever arising out of or relating to the performance of Purchaser's Investigations;
- (c) Parties shall pay any deed excise taxes, with said split as is customary and imposed by the State of New Hampshire on the transaction contemplated herein;
- (d) Each of Seller and Purchaser shall pay the fees and expenses of its counsel and other consultants retained in connection with the purchase or sale of the Property; and
- (e) Seller and Purchaser shall each pay such other Closing costs as are customarily paid by each such party in the Portsmouth metropolitan area.

ARTICLE IX

DEFAULTS AND REMEDIES

9.01 Purchaser's Defaults and Seller's Remedies.

- (a) Purchaser's Defaults. It shall be a default by Purchaser under this Agreement (a "Purchaser's Default") if any one or more of the following shall occur:
- (i) Purchaser shall fail to pay any sum of money under this Agreement when due and payable;
 - (ii) Purchaser shall fail to perform any of its other covenants and agreements contained in this Agreement when required to be performed hereunder and such failure shall continue for seven (7) Business Days after Seller gives Purchaser written notice of such failure, except that if such failure relates to any covenant or agreement to be performed at Closing, there shall be no notice required or grace or cure period allowed, including the failure to execute and deliver the Promissory Note and Mortgage per the terms of Section 3.01 above; and
 - (iii) any representation or warranty of Purchaser contained in Section 5.01 of this Agreement shall prove to have been materially false or incorrect when made.
- (b) Seller's Remedies for Purchaser's Default. If a Purchaser's Default occurs, then Seller shall have the right to terminate this Agreement immediately by giving notice to Purchaser, in which event Seller shall be entitled to the immediate receipt of the Escrowed Funds. The remedy set forth in the preceding provisions of this Section 9.01(b) shall be Seller's sole and exclusive remedy hereunder, at law or in equity, for a Purchaser's Default and the Escrowed Funds shall be immediately transferred to Seller.

9.02 Seller's Default and Purchaser's Remedies.

- (a) Seller's Defaults. It shall be a default by Seller under this Agreement (a "Seller's Default") if Seller shall fail to perform any of its covenants and agreements under this Agreement when required to be performed hereunder and such failure shall continue for seven (7) Business Days after Purchaser gives Seller notice of such failure (but in no event later than the Closing Date), except that if such failure relates to any covenant or agreement to be performed at Closing, there shall be no notice required or grace or cure period allowed.
- (b) Purchaser's Remedies for Seller's Default. If a Seller's Default occurs, then Purchaser shall have the right to (i) terminate this Agreement immediately by giving notice to Seller, in which event Purchaser shall comply with the requirements of Section 6.03(d) above and Purchaser shall be entitled to the immediate return of the Escrowed Funds; or (ii) seek specific performance of

Seller's obligations hereunder (subject to the conditions precedent to, and limitations on, Seller's obligations hereunder as provided elsewhere in this Agreement); or (iii) Waive the breach, or default or other closing condition and proceed to consummate the transaction contemplated hereby without any adjustment of the Purchase Price in accordance with the provisions of this Agreements. The foregoing remedies shall be Purchaser's sole and exclusive remedies hereunder, or at law or in equity, for a Seller's Default. In the event that Purchaser validly terminates this Agreement, then the Escrow Agent shall immediately return the Escrowed Funds, and, upon such return of the Escrowed Funds and except as otherwise expressly provided otherwise herein, this Agreement shall be of no further force and effect and neither Purchaser nor Seller shall have any further rights, obligations or liabilities hereunder except for those obligations which survive such termination.

ARTICLE X

CONDEMNATION/DAMAGE AND DESTRUCTION

10.01 Eminent Domain and Condemnation.

- (a) If, at any time prior to Closing, a "material portion" (as hereinafter defined) of the Real Property is taken or condemned or becomes the subject of any eminent domain or condemnation proceeding, or if Seller receives notice from any governmental entity with the right to exercise the power of eminent domain that it desires or intends to take a material portion of the Real Property, then Seller shall so notify Purchaser in writing and Purchaser may, at its sole discretion, elect by notice to Seller within ten (10) Business Days after giving of Seller's written notice to Purchaser, as its sole and exclusive remedy, either (i) to terminate this Agreement, in which event, Purchaser shall comply with the requirements contained in Section 6.03(d) above and Purchaser shall be entitled to the immediate return of the Escrowed Funds and, except for those obligations that survive termination of this Agreement, this Agreement shall be of no further force and effect and the parties shall have no further rights, obligations or liabilities hereunder; or (ii) to accept the Real Property subject to said condemnation proceeding or in the condition in which it is left following such condemnation or taking, and receive either the full amount of the condemnation award that Seller received for the Property (less the reasonable costs, including without limitation attorneys' fees, incurred by Seller in obtaining such award or restoring the Real Property following such condemnation or taking) (but not including any award for any personal property of Seller which was not to be conveyed to Purchaser hereunder) or, if Seller has not received said award on or before the Closing Date, accept an assignment from Seller, in form and content reasonably acceptable to Seller and Purchaser, of Seller's rights in and to said award (but not including any award for any personal property of Seller which was not to be conveyed to Purchaser hereunder) and the Closing shall occur without an adjustment to the

Purchase Price. If Purchaser does not give a notice pursuant to subsection (i) above on or before ten (10) Business Days after the receipt of Seller's written notice to Purchaser of the eminent domain or condemnation proceeding, Purchaser shall be conclusively presumed to have elected to proceed in accordance with subsection (ii) above. The Closing Date shall be extended for the period of time necessary to allow Purchaser the election stated in this Section 10.01(a).

- (b) If, at any time prior to Closing, less than a "material portion" (as hereinafter defined) of the Real Property is taken or condemned or becomes the subject of any eminent domain or condemnation proceeding or if Seller receives notice from any governmental entity with the right to exercise the power of eminent domain that it desires or intends to take less than a material portion of the Real Property, then Seller shall so notify Purchaser in writing and Purchaser agrees to accept the Real Property subject to said condemnation proceeding or in the condition in which it is left following such condemnation or taking, and receive either the full amount of the condemnation award that Seller received for said Real Property (less the reasonable costs, including without limitation attorneys' fees, incurred by Seller in obtaining such award or restoring the Real Property following such condemnation or taking) (but not including any award for any personal property of Seller which was not to be conveyed to Purchaser hereunder) or, if Seller has not received said award on or before the Closing Date, accept an assignment from Seller, in form and content reasonably acceptable to Seller and Purchaser, of Seller's rights in and to said award (but not including any award for any personal property of Seller which was not to be conveyed to Purchaser hereunder) and the Closing shall occur without an adjustment to the Purchase Price.
- (c) As used in this Section 10.01, the term "a material portion" shall mean (i) ten (10%) percent or more of the gross floor area of the Buildings, or (ii) the means of access and egress from the Buildings to the nearest public street is adversely impacted by such condemnation, or (iii) the portion of the Real Property remaining after such taking does not comply with the applicable zoning bylaws and other laws, ordinance, or requirements of any Governmental Agency with respect to the current use of the Building.

10.02 Damage and Destruction.

From the Date of this Agreement until the Closing Date or any earlier termination of this Agreement, Seller shall maintain (i) with respect to the Buildings, "all risk" property insurance with extended coverage, on a full replacement cost basis, and (ii) comprehensive general liability insurance for bodily injury and property damage, including Property/Operations, Products/Completed Operations, Contractual Liability, and Personal/Advertising Injury Coverage in a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. All risk of loss due to casualty shall be on Seller.

If at any time before the Closing Date, the Buildings are wholly or partially damaged or destroyed as a result of fire or other casualty, its agents, the Closing shall be postponed while Seller procures the Estimate, which shall be agreed upon by Purchaser in good faith. If the parties are unable to agree upon the Estimate in good faith then the Agreement shall terminate and the Escrowed Funds shall be immediately returned to Purchaser and there shall be no further obligations, except as expressly provided hereunder.

Based upon the Estimate, the parties shall have the following sole and exclusive rights:

- (a) If the cost of such repair as set forth in the Estimate is not more than Five Hundred Thousand Dollars (\$500,000.00), then the Closing shall proceed and Seller shall pay to the Purchaser at the Closing (by means of a credit against the Purchase Price) the cost of such repair as set forth in the Estimate, but Seller shall not be required to repair such damage or destruction, and the Closing Date shall be ten (10) Business Days after the day on which Seller gives such Estimate to Purchaser but in no event earlier than the Closing Date as otherwise determined pursuant to this Agreement; and
- (b) If the cost of such repair as set forth in the Estimate exceeds Five Hundred Thousand Dollars (\$500,000.00), then Purchaser may give notice to Seller terminating this Agreement within fifteen (15) Business Days of receipt of the Estimate, in which event, Purchaser shall comply with the requirements contained in Section 6.03(d) above and the Escrow Agent shall immediately return Escrowed Funds and, except for those obligations that survive termination of this Agreement, this Agreement shall be of no further force and effect and the parties shall have no further rights, obligations and liabilities hereunder. In the event that Purchaser does not so elect to terminate, Purchaser shall accept the Property in the condition in which it is left following such fire or other casualty, in which event the Closing shall occur and Seller, shall either (i) assign to Purchaser all of its rights in and to insurance proceeds receivable by Seller in connection with such fire or other casualty by an assignment in form reasonably acceptable to Seller and Purchaser, and provide a credit given to Purchaser in an amount equal to the deductible (if any) on Seller's all risk property insurance, or (ii) provide a credit against the Purchase Price in the amount required to restore such damage.

The Closing Date shall be extended for the period of time necessary to allow the parties the election stated in this Section 10.02.

ARTICLE XI

BROKER

11.01 Broker.

Seller and Purchaser each hereby represents and warrants to the other that, it has not dealt with any broker, finder or other intermediary in connection with the transactions contemplated hereby, and that no fees or commissions are due or payable to any third party by reason of any of the said transactions. Seller agrees to indemnify, defend and hold Purchaser harmless of, from and against any and all costs, losses, claims, damages, liabilities, expenses and other obligations (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with or otherwise resulting from a breach of the foregoing representation and warranty of Seller contained in this Section 11.01 or any claim by any broker, finder, intermediary or other third party other than Seller's Broker claiming to have been employed by or at the direction of Seller. Purchaser agrees to indemnify, defend and hold Seller harmless of, from and against any and all costs, losses, claims, damages, liabilities, expenses and other obligations (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with or otherwise resulting from a breach of the foregoing representation and warranty of Purchaser contained in this Section 11.01 or any claim by any broker, finder, intermediary or other third party claiming to have been employed by or at the direction of Purchaser. The provisions of this Section 11.01 shall survive the Closing.

ARTICLE XII

GENERAL PROVISIONS

12.01 Notices.

All notices, demands, requests, consents, waivers, approvals and other communications shall be in writing and shall be given either (i) by hand delivery, in which case such notice shall be deemed to have been given upon the hand delivery thereof during business hours provided evidence of delivery is obtained, or (ii) email (provided that notice is also sent pursuant to one of the other methods set forth in this Section 12.01), in which case such notice shall be deemed to have been given upon the sending of such email, or, (ii) by a recognized overnight delivery service such as Federal Express or Express Mail, freight charges prepaid, in which case such notice shall be deemed to have been given on the next Business Day following delivery to such delivery service, in each case addressed or delivered to the respective parties at their respective addresses set forth below (or at such other addresses designated by any party at any time by notice to the other parties in the manner set forth herein):

SELLER: The Foundation for Seacoast Health
 100 Campus Drive Suite 1
 Portsmouth, New Hampshire 03801
 ATTN: Debra S. Grabowski, CEO

with a copy to:

Jon Sparkman, Esq.
Suzanne Brunelle, Esq.
Devine, Millimet & Branch, Professional Association
111 Amherst Street
Manchester, NH 03101
jsparkman@devinemillimet.com
sbrunelle@devinemillimet.com

PURCHASER: Karen S. Conard, City Manager
Robert P. Sullivan, City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801
kconard@cityofportsmouth.com
rpsullivan@cityofportsmouth.com

All costs and expenses for the delivery of notices hereunder shall be borne and paid for by the delivering party. Any notice provided for in this Agreement may be given by an attorney for a party.

12.02 Limitations on Liability.

In no event shall any officer, director, shareholder, member, manager, employee, agent or affiliate of Seller or Purchaser have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, liened or levied upon or in any other way held liable for any of the obligations of Seller or Purchaser, respectively.

12.03 Use of Sale Proceeds to Clear Title.

Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to the Closing Date, and any other liens and encumbrances which Seller is obligated to pay and discharge pursuant to the terms of this Agreement, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing, provided that the documents required to clear title of any such liens or encumbrances are available for recording at the Closing or arrangements for the delivery thereof have been made to the reasonable satisfaction of the Purchaser and the Title Company.

12.04 Amendments.

This Agreement may not be amended, modified, extended, revised or otherwise altered, nor may any party hereto be relieved of any of its liabilities or obligations hereunder,

except by a written instrument duly executed by Purchaser and Seller. Any such written instrument entered into in accordance with the provisions of the preceding sentence shall be valid and enforceable notwithstanding the lack of separate legal consideration therefor.

12.05 Governing Law.

This Agreement is made pursuant to and shall be governed by and construed in accordance with the internal laws of the State of New Hampshire without reference to conflicts of laws principles.

12.06 Headings.

The title of this Agreement and the article, section and other headings used in this Agreement have been inserted for convenience of reference only, are not part of the parties' agreement, shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement and are not intended to have any legal effect. Accordingly, no reference shall be made to any such title or heading for the purpose of interpreting, construing or enforcing any of the provisions of this Agreement.

12.07 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors in interest, heirs, legal representatives, and any permitted assigns; provided, however, that except as expressly provided in the next sentence, Purchaser shall not assign this Agreement or its interest herein without the prior written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion.

12.08 Integration.

This Agreement, including the exhibits attached to this Agreement and references contained in this Agreement, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, counteroffers, agreements and understandings of the parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this Agreement.

12.09 Number and Gender.

All words used herein in singular number shall extend to and include the plural number, where the context so requires. All words used herein in the plural number shall extend to and include the singular number, where the context so requires. All words used herein in any gender, whether male, female or neuter, shall extend to and include any and all genders as may be applicable in any particular context.

12.10 Construction.

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed with the advice of counsel to the preparation of this Agreement.

12.11 Waiver.

Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any subsequent failure or other refusal to so comply by such other party. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent therein set forth.

12.12 Severability.

If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.13 Parties Not Partners.

Nothing contained in this Agreement or any of the documents or instruments to be executed pursuant hereto shall constitute any one or more of Purchaser and its members, managers, successors, and any permitted assigns pursuant to Section 12.07 hereof, as partners with, agents for, or principals of, any one or more of Seller and its officers, directors, successors and assigns.

12.14 Business Day.

If any payment to be made or obligation to be performed hereunder is to be made or performed on a day other than a Business Day, it shall be deemed to be made or performed in a timely manner if done on the next succeeding Business Day.

12.15 No Third Party Beneficiaries.

This Agreement and the representations, warranties, covenants and agreements contained herein are made and entered into for the sole protection and benefit of the parties hereto, their successors in interest and their permitted assigns, if any, and no other person, persons, entity or entities shall have any right of action hereon or right to claim any right or benefit from the terms contained herein or be deemed a third party beneficiary hereunder.

12.16 Currency.

All amounts to be paid hereunder shall be paid in the lawful currency of the United States of America.

12.17 Time.

The parties hereto acknowledge that the Closing Date is February 1, 2022. In no event shall the Closing Date be extended later than February 15, 2022, regardless of the fact that time is of the essence is not a provision of this Agreement.

12.18 Survival.

All terms and provisions of this Agreement regarding the disposition of the Escrowed Funds shall survive the termination hereof until such disposition has been accomplished in accordance with this Agreement. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement, representation, warranty and obligation of Seller and Purchaser herein contained or expressed, except as otherwise expressly provided in this Agreement.

12.19 Consent Required.

The following are material conditions of closing:

- (a) This Agreement is contingent upon the Seller obtaining approval from the State of New Hampshire Attorney General's Office as to the sale of the Property. The Seller shall undertake to obtain said written approval upon receipt of a fully executed Purchase and Sale Agreement;
- (b) This Agreement is contingent upon the Seller's Board of Directors approving this Agreement.
- (c) This Agreement is contingent upon the Purchaser obtaining review and reporting from the Planning Board for the City of Portsmouth. Seller and Purchaser understand that Planning Board has reviewed the legal process required for Purchaser to complete this transaction and that a vote of the City Council specifically authorizing the Purchase and Sale Agreement is required. This Agreement is subject to and contingent upon those remaining actions taking place.

12.20 Relocation of Seller.

The Seller may require additional time to vacate the Property after Closing. The parties agree that the Seller may remain and continue to occupy in its current office located on Property through 90 days after Closing without payment of rent to the Buyer. The Seller will continue to be responsible for all utilities associated with its office space through the

date it vacates the Property. Seller will notify the Buyer in writing should it intend to vacate the office space prior to 90 days after Closing. Subsequent to 90 days after Closing, Seller shall pay to Purchaser current rent for the office space offered other tenants at the Property and shall vacate the premises on 30-day's notice from Purchaser. This provision shall survive the Closing.

12.21 Disclosure.

In no event shall either party issue any public statement, public announcement or media release regarding this Agreement or the transactions contemplated hereby prior to the Closing unless the other party has consented thereto and to the form and substance of any such public statement, public announcement or media release, except as may be required by securities laws applicable to Seller.

12.22 Submission Not an Offer.

The submission of this Agreement to Purchaser for review and execution shall not be deemed an offer by Seller to sell the Property to Purchaser nor shall this Agreement be binding upon Seller until it is executed by Seller and an original executed counterpart thereof delivered to Purchaser.

12.23 No Recording.

It is agreed that this Agreement shall not be filed for recording with any recording office in the state where the property is located or with any other governmental body. If for any reason either party files or records a copy of this Agreement in violation of the preceding sentence, the other party may elect to terminate this Agreement by written notice to the recording party, and this contract shall terminate, the Escrowed Funds shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement (except for any obligations that expressly survive termination).

12.24 Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

ARTICLE XIII

MAINTENANCE; NEW LEASES

13.0 Maintenance; New Leases.

- (a) Between the date hereof and the expiration of the Due Diligence Period, Seller shall not
 - (i) enter into any new lease, however the Seller may extend four (4) existing leases

through December 31, 2023;(ii) amend, modify, or cancel any Lease (or guaranty thereof) or (iii) grant any consents under, or waive any provisions of, any Lease, in each case without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. After the expiration of the Due Diligence Period through the date of Closing, Seller shall not (x) enter into any lease, but for the Facility Use Agreement if requested in writing by the Buyer (y) amend, modify, or cancel any Lease (or guaranty thereof) or (z) grant any consents under, or waive any provisions of, any Lease, in each case without the prior written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole discretion. Any consent requested by Seller pursuant to this Section 13.0 (a) shall be deemed to have been given if Purchaser shall fail to respond to such request within five (5) business days after its receipt of such request.

- (b) Between the date hereof and Closing, Seller shall not remove any material item of the Personal Property from the Property unless the same is obsolete and is replaced by tangible personal property of equal or greater utility and value.
- (c) Between the date hereof and Closing, Seller shall not, without the prior written consent of Purchaser, which consent may be withheld, conditioned or delayed in Purchaser's sole discretion, enter into any contract, agreement or pledge, which could bind Purchaser or the Property after the Closing.
- (d) Purchaser agrees to provide, to any existing lessee at the Property, an offer to extend any existing lease term by two (2) years. This provision shall survive Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf under seal as of the Date of this Agreement.

SELLER:

Foundation for Seacoast Health

By: _____

Its: Chair of the Board of Trustees

Dated: _____

PURCHASER:

City of Portsmouth

By: _____

Its:

Dated: _____

Exhibits

- A – Description of the Real Property
- B – Form of Escrow Agreement
- C-1 – List of Leases
- C-2 – Rent Roll
- D – Personal Property to be Retained by Seller
- E – Bill of Sale
- F – Assignment and Assumption Agreement (RE: Leases)
- G – Litigation, Etc.
- H – Form of Tenant Notice
- I – Form of Deed
- J – Permitted Exceptions

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

A certain tract or parcel of land situate in Portsmouth, Rockingham County, New Hampshire shown as “Remaining Land of Foundation for Seacoast Health, Area = 37.062 Acres” on the plan entitled “Lot Line Revision Plan, Campus Drive, Banfield & Peverly Hill Roads, Portsmouth, New Hampshire, Assessor’s Parcels 254-8, 266-4, 266-5, 266-6 for City of Portsmouth, N.H. & Foundation for Seacoast Health”, prepared by James Verra and Associates, Inc. dated October 24, 2016, revised through December 14, 2016, and recorded with the Rockingham County Registry of Deeds on December 16, 2016, as Plan No. D-39897 (the “Plan”), to which Plan reference may be made for a more particular description.

Meaning and intending to describe a portion of the premises conveyed by John Iafolla Company, Inc. to Foundation for Seacoast Health dated December 29, 1997, and recorded with said Registry of Deeds at Book 3276, Page 2980.

TOGETHER WITH a non-exclusive easement for access and egress over the “Cul-De-Sac To Be Conveyed To City Of Portsmouth, Area = 12,135 S.F.” shown on the Plan, as reserved by Foundation for Seacoast Health in its deed to City of Portsmouth dated July 7, 2017, and recorded at Book 5837, Page 1433, said Registry of Deeds.

SUBJECT TO the following matters of record with the Rockingham County Registry of Deeds:

1. Twelve (12) foot right-of-way reserved to Otis Estate (along the southerly boundary) recorded in the Rockingham County Registry of Deeds at Book 643, Page 115 (affects Tract 2, Parcel I).
2. Burying lot reserved to Otis Estate recorded in said Registry at Book 1080, Page 136 (affects Tract 2, Parcel I).
3. Twelve (12) foot wide right-of-way through land of Muriel Otis (affects Tract 2, Parcel II).
4. Terms and conditions relating to the Decree of the Rockingham County Superior Court in a Petition to Quiet Title entitled Kimberly Kinser and Kristen Kinser Mueller v. Ann Christopher, et al, Rockingham County Superior Court No. 97-E-225 dated October 23, 1997 and recorded in the Rockingham County Registry of Deeds at Book 3257, Page 753 (affects Tract 2, Parcel II).
5. Restrictive Covenants between John Iafolla Company, Inc. and Pike Industries, Inc. dated December 19, 1996, and recorded with the Rockingham County Registry of Deeds at Book 3192, Page 1088, Book 3193, Page 2059 and Modified and Amended Restrictive Covenants between

said Iafolla and Pike dated January 31, 1997 and recorded at said Registry of Deeds at Book 3198, Page 853 (affects Tract 1).

6. Easement rights, to the extent in full force and effect, as follows:
 - a) Robert E. Thompson, et al, to John Iafolla Company, Inc. dated March 30, 1970, and recorded in said registry at Book 2009, Page 118 (affects Tract 1);
 - b) Straton Grisuk to Frank R. Pickering, et al., dated November 28, 1939, and recorded at Book 961, Page 373 (affects Tract 1);
 - c) William O. Junkins to the City of Portsmouth dated October 24, 1911, and recorded at Book 664, Page 204 (affects Tract 1); and
 - d) John Iafolla Company, Inc. to 231 Realty Associates, et al., dated January 4, 1991, and recorded at Book 3055, Page 1115 (affects Tract 1).
7. Terms and conditions set forth on plan entitled "Boundary Plan, Tax Map R66, Lot 4" dated June, 1997, revised through June 26, 1997, by Little River Survey Company recorded as Plan D-26136 (affects Tract 1).
8. Agreement made as of April 14, 1998, between the City of Portsmouth and Foundation for Seacoast Health recorded at Book 3284, Page 2621.
9. Such state of facts, matters and details as are depicted on the plans recorded with the Rockingham County Registry of Deeds as Plans Nos. D-26136, D-26190, D-26202 and D-39897.

EXHIBIT B

FORM OF ESCROW AGREEMENT

THIS ESCROW by **The Foundation for Seacoast Health**, a New Hampshire nonprofit corporation, with a mailing address of 100 Campus Drive Suite 1, Portsmouth, New Hampshire 03801 (hereinafter called "Seller"), and the **City of Portsmouth**, a body politic with a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801 ("Purchaser").

("Purchaser"), and **Devine, Millimet & Branch, Professional Association**, with an address of 111 Amherst Street, Manchester, New Hampshire 03101 (the "Escrow Agent").

RECITALS

A. Seller and Purchaser have engaged in negotiations concerning the sale by Seller and the purchase by Purchaser of certain property located in Portsmouth, New Hampshire (the "Premises"), and have executed a Purchase and Sale Agreement dated as of the date hereof ("P&S Agreement") providing for such sale of the Premises. Capitalized terms used in this Agreement which are defined in or by reference in the P&S Agreement and not otherwise defined herein shall have the same meaning herein as therein.

B. Seller and Purchaser have agreed that the funds delivered by Purchaser to Seller as payment of the "Escrowed Funds" (as defined in the P&S Agreement) shall be held in escrow by the Escrow Agent pursuant to this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller, Purchaser and the Escrow Agent agree as follows:

1. Establishment of Escrow. This escrow shall be established upon the receipt by the Escrow Agent from Purchaser of an Escrowed Funds of Two Hundred Fifty Thousand (\$250,000.00) Dollars (the "Escrowed Funds") in immediately available funds. As used in this Agreement, the term "Escrowed Funds" shall mean the Escrowed Funds as defined under the P&S Agreement.

2. Holding Escrowed Funds. The Escrow Agent shall receive the Escrowed Funds and shall deposit the same into one or more accounts in one or more FDIC-insured institutions located in Manchester, New Hampshire in the name of the Escrow Agent as escrow agent for Seller and Purchaser, to be disbursed in accordance with the terms of this Agreement. Purchaser and Seller agree that upon any disbursement of all or any portion of the Escrowed Funds pursuant to this Agreement, the interest earned, if any, thereon shall be disbursed to the party receiving the Escrowed Funds (or such portion thereof) except that in the event that the transaction closes and the Escrowed Funds are paid to the Seller at the closing, all interest earned thereon, if any, shall be paid to the Purchaser. Seller and Purchaser each acknowledge that an interest-bearing account

cannot be opened nor any investment of the Escrowed Funds made until the Escrow Agent has received from Purchaser a completed IRS Form W-9.

3. Disbursement of Escrowed Funds. The Escrow Agent shall disburse the Escrowed Funds as follows:

(a) Upon Termination by Seller or Purchaser Prior to Closing.

If the Escrow Agent receives at any time prior to Closing either a Purchaser's Termination Notice or a written notice signed by Seller (a "Seller's Termination Notice") which certifies that Seller has terminated the P&S Agreement in accordance with the terms thereof and is entitled to receive the Escrowed Funds, the Escrow Agent shall send a copy of such notice to the other party in the manner provided in Section 10 below. If, having given a copy of the Termination Notice to the other party, the Escrow Agent does not receive a written notice from such other party (a "Response Notice") disputing the claim to the release of the Escrowed Funds as set forth in such Termination Notice within ten (10) Business Days after so giving a copy of the relevant Termination Notice to the other party, the Escrow Agent shall disburse the Escrowed Funds to the party which has given the Termination Notice. If the Escrow Agent receives a Response Notice within such 10-Business Day period disputing the right of the party giving such Termination Notice to receive the Escrowed Funds, the Escrow Agent shall hold the Escrowed Funds pending further written instructions signed by both Seller and Purchaser or may deposit the Escrowed Funds into court pursuant to Section 6 below.

(b) Written Instructions. Notwithstanding anything to the contrary in subsections (a) above, or if no notice is received by the Escrow Agent pursuant to subsections (a) above, the Escrow Agent shall disburse the Escrowed Funds promptly upon receipt of written instructions signed by both Seller and Purchaser stating the party to whom the Escrowed Funds shall be disbursed.

4. Action by the Escrow Agent on Directions. Nothing herein contained shall be deemed to impose any duty upon the Escrow Agent to exercise discretion, it being the intention of Purchaser and Seller that the Escrow Agent shall not be obligated to act except in accordance with the express provisions of this Agreement. Provided that it complies with the terms of this Agreement, the Escrow Agent shall be fully protected in any action or omission to act taken in good faith hereunder and shall suffer no liability for any act or omission to act taken on advice of its counsel. The Escrow Agent is hereby empowered to act and shall not incur any liability whatsoever for acting upon any notice, direction or other document purporting and reasonably believed by the Escrow Agent to be genuine.

5. Reliance by the Escrow Agent on Documents. The Escrow Agent may act upon any instrument, notice or other document reasonably believed by the Escrow Agent in good faith to be genuine and to be signed and presented by the proper person or persons. The Escrow Agent

shall not be bound by any modifications of this Agreement unless the same are in writing and signed by Seller, Purchaser and the Escrow Agent.

6. Deposit of Escrowed Funds into Court. In the event of any dispute between Seller and Purchaser or between any party and the Escrow Agent concerning the Escrowed Funds, the Escrow Agent may deposit the Escrowed Funds with the Clerk of the Superior Court for Rockingham County, New Hampshire and commence an interpleader action naming as defendants Seller and Purchaser to determine their relative rights to the Escrowed Funds, and upon so doing the Escrow Agent shall cease to have any other obligations hereunder with respect to the Escrowed Funds.

7. Liability of the Escrow Agent. The Escrow Agent shall not be bound by any agreement between Purchaser and Seller whether the Escrow Agent has knowledge of the existence of such agreement or not, nor shall the Escrow Agent be required to determine the amount or validity of any claim made by Purchaser or Seller against the other, the Escrow Agent's sole responsibility being to deliver the Escrowed Funds to Seller or Purchaser or to deposit the Escrowed Funds into court. Seller and Purchaser hereby jointly and severally release and waive any claims either or both of them may have against the Escrow Agent which may result from its performance in good faith of its responsibilities under this Agreement, including, but not limited to, a delay in the electronic wire transfer of funds.

8. Indemnification of the Escrow Agent by Purchaser and Seller. Purchaser and Seller agree to jointly and severally indemnify and hold the Escrow Agent harmless from and against all liability, loss, cost, damage or expense, including reasonable attorneys' fees and disbursements, in connection with any action, suit or other proceeding involving any claim which in any way relates to or arises out of this Agreement or the services of the Escrow Agent hereunder, except such as result from the gross negligence or willful misconduct of the Escrow Agent.

9. Resignation of Escrow Agent. The Escrow Agent may, in its sole discretion, resign at any time by giving thirty (30) days' prior written notice thereof to the parties hereto. Seller and Purchaser shall furnish to the Escrow Agent within such 30-day period joint written instructions for the delivery of the Escrowed Funds to a successor Escrow Agent mutually acceptable to Seller and Purchaser. If the Escrow Agent has not received such joint written instructions within such 30-day period, then the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon the appointment of such successor Escrow Agent and the execution by such successor Escrow Agent of a written instrument pursuant to which such successor Escrow Agent agrees to be bound by all of the terms of this Agreement, the Escrow Agent shall deliver the Escrowed Funds to such successor. Seller and Purchaser shall be jointly and severally liable for all fees, costs and expenses reasonably incurred by the Escrow Agent in seeking the appointment of such successor Escrow Agent.

10. Notice. Except for the express verbal notice that is permitted pursuant to Section 6.02 of the Agreement, all notices, demands, requests, consents, waivers, approvals and other

communications shall be in writing and shall be given either (i) by hand delivery, in which case such notice shall be deemed to have been given upon the hand delivery thereof during business hours provided evidence of delivery is obtained, or (ii) facsimile (subject to confirmation of receipt and provided that notice is also sent pursuant to one of the other methods set forth in this Section 10), in which case such notice shall be deemed to have been given upon the sending of such facsimile, (iii) email (provided that notice is also sent pursuant to one of the other methods set forth in this Section 10), in which case such notice shall be deemed to have been given upon the sending of such email, or, (iv) by a recognized overnight delivery service such as Federal Express or Express Mail, freight charges prepaid, in which case such notice shall be deemed to have been given on the next Business Day following delivery to such delivery service, in each case addressed or delivered to the respective parties at their respective addresses set forth below (or at such other addresses designated by any party at any time by notice to the other parties in the manner set forth herein):

SELLER: The Foundation for Seacoast Health
 100 Campus Drive Suite 1
 Portsmouth, New Hampshire 03801
 ATTN: _Debra S. Grabowski, CEO_

with a copy to:

Jon Sparkman, Esq.
Suzanne Brunelle, Esq.
Devine, Millimet & Branch, Professional Association
111 Amherst Street
Manchester, NH 03101
jsparkman@devinemillimet.com
sbrunelle@devinemillimet.com

PURCHASER: City of Portsmouth
 1 Junkins Avenue
 Portsmouth, NH 03801
 rpsullivan@cityofportsmouth.com

ESCROW AGENT: Devine, Millimet & Branch, Professional Association
 111 Amherst Street
 Manchester, NH 03101

All costs and expenses for the delivery of notices hereunder shall be borne and paid for by the delivering party. Any notice provided for in this Agreement may be given by an attorney for a party.

11. FDIC Insurance. Seller and Purchaser hereby certify that they are aware that the Federal Deposit Insurance Corporation (“FDIC”) coverage applies only to a cumulative maximum amount of \$250,000.00 for all of Escrowed Funds or accounts at the same or related institutions. Seller and Purchaser further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit, are not covered at all by FDIC insurance. Further, the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the Escrow Account may cause the aggregate amount of Escrow Agent’s accounts in a banking institution or related institutions to exceed \$250,000.00, and that the excess amount is not insured by the FDIC. The Escrow Agent agrees, upon written request by either Seller or Purchaser, to divide the Escrowed Funds into portions of less than \$250,000.00 each and to deposit each such portion into an Escrow Account in a separate FDIC-insured institution located in Manchester, New Hampshire.

12. General. This Agreement shall be governed by New Hampshire law. This Agreement shall bind the parties and their successors and assigns. No party may assign its rights or obligations under this Agreement except with the written consent of the other parties to this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute one and the same instrument.

Executed as an instrument under seal the day and year first above written.

SELLER: **Foundation for Seacoast Health**

By: _____

Its: Chair of the Board of Trustees

Dated: _____

PURCHASER:

City of Portsmouth

By: _____

Its:

Dated: _____

ESCROW AGENT:

Devine, Millimet & Branch, Professional Association

By: _____

Name:

Its:

Dated:

EXHIBIT C-1

LIST OF LEASES

Lessee	Term	Amendment & Renewals
Seacoast Community School	1/1/2020 - 12/31/2024	Amend 1/2020, 2/2021
Families First	1/1/2020 - 12/31/2021	Renewal Month-to-Month 1/1/2022
RCA/SNHS	1/1/2020 - 12/31/2021	Amend 1/2021; Renewal 1/1/2022-12/31/2023
Seacoast Child Advocacy Center	1/1/2020 - 12/31/2021	Renewal 1/1/2022-12/31/2023
Krepels	1/1/2020 - 12/31/2021	Renewal 1/1/2022-12/31/2023
Seacoast Outright	10/1/2021	
	Month-to-Month	
NH ELKS		
	Single day use	
	January 8, 2022	
	8:30 am-12:30pm	

EXHIBIT C-2

RENT ROLL

Lessee	Term	Annual Rent			
		2021	2022	2023	2024
		275,00			
Seacoast Community School*	1/1/2020 - 12/31/2024	0	297,828	306,768	315,972
		191,54			
Families First**	1/1/2020 - 12/31/2021	4	201,192		
RCA/SNHS**	1/1/2020 - 12/31/2023	41,556	22,320	23,436	
Seacoast Child Advocacy Center**	1/1/2020 - 12/31/2023	18,084	19,956	20,952	
Krempels**	1/1/2020 - 12/31/2023	49,476	50,496	53,016	
		575,66			
Totals		0	297,828	306,768	315,972
Seacoast Outright	Month-to-month	770	monthl y		

* 3% annual increase per the lease agreement

**represents 2 lease periods 1/1/2020-12/31/21 and 1/1/22-12/31/23

5% annual increase per renewed lease

EXHIBIT D

PERSONAL PROPERTY TO BE RETAINED BY SELLER

Two desks, a credenza, 2 bookcases, 2 small tables with chairs, multiple metal filing and storage cabinets, copier, 3 office chairs, computer equipment, metal work table

EXHIBIT E

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that The Foundation for Seacoast Health, a New Hampshire non-profit corporation ("Seller"), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, grant, transfer, assign, and convey to City of Portsmouth, a body politic, ("Purchaser"), its successors and assigns, for its and their own use and benefit, forever, any and all personal property owned by Seller and now at, in or upon or used in connection with the premises located at 100 Campus Drive, Portsmouth, New Hampshire, and more particularly described in Exhibit A attached hereto (the "Premises"). Said personal property to include the following:

Items of personal property owned by Seller and located on the Premises or used in connection with the ownership or operation of the Premises, described in Exhibit B attached hereto and incorporated herein by reference, including, without implied limitation, whether or not listed on Exhibit B, all furniture, fixtures, equipment, machines, apparatus, appliances, supplies and personal property of every nature and description and all replacements thereof, including personal property owned by Seller including, without limitation, any plans and specifications, surveys, tenant lists, tenant prospect lists and other mailing lists, permits, licenses, governmental approvals, guaranties, warranties, contracts, lease agreements, utility contracts or other rights relating to the ownership, use or operation of the Premises but excluding all items listed Exhibit D which shall be retained by the Seller.

Seller does hereby agree to warrant and defend title to said personal property unto Purchaser, its successors and assigns.

IN WITNESS WHEREOF, Seller has executed this bill of sale, under seal, as of the ____ day of _____, 20____.

SELLER:

The Foundation for Seacoast Health, a New Hampshire non-profit corporation

By: _____

Name:

Title:

EXHIBIT A TO BILL OF SALE
DESCRIPTION OF REAL PROPERTY

EXHIBIT B TO BILL OF SALE

GENERAL LISTING OF PERSONAL PROPERTY

1. All HVAC systems and equipment, appliances, elevator machinery and accessories and building fixtures located on the Premises.
2. Office equipment, office furniture, supplies and fixtures located on the Premises, excluding those items list on Exhibit D, which shall be retained by the Seller.

EXHIBIT F

ASSIGNMENT AND ASSUMPTION AGREEMENT (RE: LEASES)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of this _____ day of _____, 20___, by and between The Foundation for Seacoast Health, a New Hampshire non-profit corporation ("Assignor") and City of Portsmouth, a body politic, ("Assignee").

WITNESSETH:

WHEREAS, Assignee has this date purchased from Assignor certain real property (the "Premises"), known as 100 Campus Drive, Portsmouth, New Hampshire, all more particularly described on Exhibit A attached hereto made a part hereof; and

WHEREAS, under the terms and conditions of the Purchase and Sale Agreement pursuant to which the Premises were purchased, it was contemplated that Assignor and Assignee would enter into this Assignment.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor, if any, in and to the following described property:

(a) All leases, subleases, tenancy at will agreements and other occupancy agreements relating to or affecting the Premises, together with all guarantees of obligations of tenants and other parties under such leases and agreements, said leases and other agreements being more fully described in Exhibit B attached hereto and hereby made a part hereof (all together, the "Leases"); and

(b) The current outstanding balance of all security deposits, key deposits, and prepaid rents, together with all interest accrued thereon, as more fully described on Exhibit C hereto (collectively, the "Deposits");

TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained herein.

2. Assignee hereby accepts the foregoing assignment of the Leases and Deposits and does hereby covenant that with respect thereto:

(a) Assignee shall indemnify and defend Assignor against, and hold Assignor harmless from, any and all claims, liabilities and costs arising out of or relating to Assignee's failure to perform any duty or obligation of Assignee under the Leases or with respect to the Deposits attributable to the acts or omissions of Assignee and arising with respect to the period after the date hereof.

(b) Assignee hereby assumes all the duties and obligations of Assignor accruing with respect to the period from and after the date hereof under the Leases and with respect to the Deposits.

3. Assignor shall indemnify and defend Assignee against, and hold Assignee harmless from any and all claims, liabilities and costs arising out of or relating to Assignor's failure to perform any duty or obligation accruing with respect to the period before the date hereof under the Leases or with respect to the Deposits.

4. This Agreement and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Purchase and Sale Agreement, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the State of New Hampshire and may not be modified or amended except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement under seal on the day and year first above written.

ASSIGNOR:

The Foundation for Seacoast Health, a
New Hampshire non-profit corporation

By: _____

Name:

Title: Chair of the Board of Trustees

ASSIGNEE:

The City of Portsmouth, a body politic

By: _____

Name:

Title:

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASES)

DESCRIPTION OF REAL PROPERTY

EXHIBIT B TO ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASES)

LEASES

EXHIBIT G

LITIGATION, ETC.

NONE

EXHIBIT H

FORM OF TENANT NOTICE

[SELLER NAME & ADDRESS]

[PURCHASER NAME & ADDRESS]

_____, 20____

To: Tenants at [property name and address]

Dear Tenant:

You are hereby advised that the above referenced property in which you are a tenant was sold and your lease was assigned and transferred effective as of the date of this letter to the City of Portsmouth, a body politic (the "Purchaser"). Your security deposit and advance rental, if any, has been transferred to the Purchaser, whose address is set forth below. The above referenced property will be managed by _____ ("Property Manager"). The Property Manager's contact information is as follows:

Phone:

The address of Purchaser (your new landlord) for all purposes under your Lease except payment of rent, but including the giving of any notices provided for in the Lease, is:

With a copy to:

[Property Manager Name & Address]
Tel:

All checks for payment of rent should be made payable to _____, and the address for payment of all rent to Purchaser (your new landlord) is as follows:

If by regular mail:

If by overnight mail:

Tel:

With respect to the insurance policy(ies) required to be maintained by you under your Lease, please arrange for such policies to be amended to name _____, the Property Manager and _____ and its successors and/or assigns as additional insureds. Please provide certificates of insurance evidencing such required coverage within ten (10) business days after the date of this letter, and forward the same to the Property Manager at the address set forth above.

[remainder of page left blank intentionally]

If you have any questions or need any additional information, please feel free to contact the Property Manager.

Sincerely,

SELLER

The Foundation for Seacoast Health,

By: _____

Name:

Title:

PURCHASER

City of Portsmouth,

By: _____

Name:

Title:

EXHIBIT I

DEED

EXHIBIT J

PERMITTED EXCEPTIONS

Following matters of record with the Rockingham County Registry of Deeds:

1. Twelve (12) foot right-of-way reserved to Otis Estate (along the southerly boundary) recorded in the Rockingham County Registry of Deeds at Book 643, Page 115 (affects Tract 2, Parcel I).
2. Burying lot reserved to Otis Estate recorded in said Registry at Book 1080, Page 136 (affects Tract 2, Parcel I).
3. Twelve (12) foot wide right-of-way through land of Muriel Otis (affects Tract 2, Parcel II).
4. Terms and conditions relating to the Decree of the Rockingham County Superior Court in a Petition to Quiet Title entitled Kimberly Kinser and Kristen Kinser Mueller v. Ann Christopher, et al, Rockingham County Superior Court No. 97-E-225 dated October 23, 1997 and recorded in the Rockingham County Registry of Deeds at Book 3257, Page 753 (affects Tract 2, Parcel II).
5. Restrictive Covenants between John Iafolla Company, Inc. and Pike Industries, Inc. dated December 19, 1996, and recorded with the Rockingham County Registry of Deeds at Book 3192, Page 1088, Book 3193, Page 2059 and Modified and Amended Restrictive Covenants between said Iafolla and Pike dated January 31, 1997 and recorded at said Registry of Deeds at Book 3198, Page 853 (affects Tract 1).
6. Easement rights, to the extent in full force and effect, as follows:
 - e) Robert E. Thompson, et al, to John Iafolla Company, Inc. dated March 30, 1970, and recorded in said registry at Book 2009, Page 118 (affects Tract 1);
 - f) Straton Grisuk to Frank R. Pickering, et al., dated November 28, 1939, and recorded at Book 961, Page 373 (affects Tract 1);
 - g) William O. Junkins to the City of Portsmouth dated October 24, 1911, and recorded at Book 664, Page 204 (affects Tract 1); and
 - h) John Iafolla Company, Inc. to 231 Realty Associates, et al., dated January 4, 1991, and recorded at Book 3055, Page 1115 (affects Tract 1).
7. Terms and conditions set forth on plan entitled "Boundary Plan, Tax Map R66, Lot 4" dated June, 1997, revised through June 26, 1997, by Little River Survey Company recorded as Plan D-26136 (affects Tract 1).

8. Agreement made as of April 14, 1998, between the City of Portsmouth and Foundation for Seacoast Health recorded at Book 3284, Page 2621.
9. Such state of facts, matters and details as are depicted on the plans recorded with the Rockingham County Registry of Deeds as Plans Nos. D-26136, D-26190, D-26202 and D-39897.