

PURCHASE AND SALE AGREEMENT

Sparisjóðabanki Íslands hf. / Icebank, with a mailing address of Bankastraeti 5
101 Reykjavik, Iceland (“Seller”) agrees to sell and _____
of _____, _____,
_____ (“Buyer”), agrees to buy the following described premises on the terms
and conditions set forth below:

1. **Premises:**

The land with any improvements thereon located on Worthley Hill Road and Wallace Road, Goffstown, Hillsborough County, New Hampshire, being Lots 92, 102, and 103 on Map 5 of the tax maps of the Town of Goffstown.

2. **Purchase Price:**

The purchase price is _____
(\$_____), which shall be paid as follows: Ten Thousand Dollars (\$10,000.00) in cash, certified or bank treasurer’s check on the signing of this Agreement, and an additional amount of _____ (\$_____) in cash, certified or bank treasurer’s check within ten (10) days from the date of this Agreement (collectively the “Deposits”); the balance of _____ Dollars (\$_____) in cash, certified or bank treasurer’s check at the closing.

3. **Taxes and Other Encumbrances:**

The Premises are sold subject to (i) real estate taxes assessed or assessable on the premises, (ii) all rights of possession, (iii) all prior liens and other enforceable encumbrances of record and to any rights of redemption which the Internal Revenue Service or any other governmental agent may possess.

4. **Deed and Closing:**

- a. The deed shall be a Foreclosure Deed under Power of Sale, subject to, and upon the terms, conditions, and covenants set forth herein and the Notice. In the event that the Mortgagee is unable to so convey title pursuant to the Foreclosure Deed, then either party may terminate this Agreement and the Deposits shall be returned to the Buyer, and neither party shall have any rights against or obligations to the other.
- b. The deed shall be delivered and the balance of the Purchase Price shall be paid on or before December 13, 2013, at 2:30 p.m. time being of the essence, at the offices of Winer and Bennett, LLP, 111 Concord Street, Nashua, New Hampshire, or at such time or place as the parties shall agree.

5. Revenue Stamps and Closing Costs:

Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Hillsborough County Registry of Deeds.

6. Default:

If Seller defaults, Buyer shall be entitled to the return of the Deposits as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposits as liquidated damages, or pursue its remedies at law or in equity at its election. In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

7. Zoning:

Seller does not represent or warrant to Buyer that the current use of the premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premises is not a nonconforming structure or use.

9. Inspection:

Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and that the Seller has made no representation, promise, or warranty of any kind of which the Buyer has relied relating to the physical (including environmental) of the Premises and Buyer covenants and agrees that it will accept the Premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either express or implied. The Buyer agrees to take the within described property AS IS. The Buyer agrees and acknowledges that it is Buyer's responsibility and obligation to secure the Premises as of the date of this Agreement. The Buyer shall be responsible for maintaining insurance coverage on the Premises; Seller shall not keep the Premises insured against loss for the benefit of the Buyer.

10. Tenancies:

The Buyer acknowledges that the Buyer shall accept the Foreclosure Deed and possession of the Premises subject to all tenancies or leases that may be in effect.

11. Acceptance of Deed:

Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

12. Broker:

Seller and Buyer represent to each other that no broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

13. Governing Law:

This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

14. Integration:

All representations, statements and agreements heretofore made are merged in this Agreement which is the full expression of the parties' obligations and neither party in entering this Agreement has relied upon any statement or representation not set forth herein.

15. Time:

Time is of the essence as to each and every aspect of this Purchase and Sale Agreement.

16. Default; Second Bid:

In the event of the Buyer's default hereunder, in addition to all other rights available to the Mortgagee, the Buyer's rights hereunder shall be automatically assigned to the Mortgagee, without any further action of either party. In addition, the Mortgagee may sell the Premises to the person who made the next highest bid at the auction and who remains willing to purchase the Premises.

WITNESS OUR HANDS this ____ day of October, 2013.

Sparisjóðabanki Íslands hf. / Icebank

Witness

By: _____
Print Name: _____
Its: _____

Witness

Buyer
SS or Fed. ID#: _____
Telephone #: _____

Witness

Buyer
SS or Fed. ID#: _____
Telephone #: _____