

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") made this 28th day of September, 2018, by and between **B2R FINANCE, L.P.**, a Delaware limited partnership, with an address c/o Finance of America Commercial, 4201 Congress Street, Suite 475, Charlotte, NC 28209 ("Seller"), and _____, a _____, with an address of _____ ("Buyer").

WHEREAS, pursuant to that certain Mortgage, Assignment of Leases and Rents and Security Agreement from **REAL T PROPERTIES 2, LLC**, a Delaware Limited Liability Company, 1931 Woodbury Ave., Ste. 216, Portsmouth, NH 03801 (the "Mortgagor"), to B2R FINANCE, L.P., a Delaware limited partnership, dated May 13, 2016, and recorded at Book 3035, Page 7, in the Belknap County Registry of Deeds (the "Mortgage"), which Mortgage was assigned to B2R REPO SELLER 1, L.P., a Delaware limited partnership, by Assignment of Security Interest, recorded at Book 3036, Page 257, in the Belknap County Registry of Deeds, as further assigned to B2R FINANCE L.P., by Assignment of Security Interest, recorded at Book 3080, Page 424, in the Belknap County Registry of Deeds, Mortgagor granted a mortgage on that certain parcel of real property with improvements thereon located at 101 Messer Street, Laconia, New Hampshire (the "Premises");

WHEREAS, pursuant to the Mortgage, the Mortgagor also assigned to the mortgagee the leases and rents associated with the Premises and granted a security interest in personal property of the Mortgagor (the "Personal Property" and, together with the Premises, the "Property");

WHEREAS, an Event of Default has occurred and is continuing under the Mortgage and Assignment, and as a result of such Event of Default, the Seller has held a public sale on September 28, 2018 (the "Public Sale") of the Property;

WHEREAS, the transaction contemplated by this Agreement is subject to all of those terms set forth in the Notice of Mortgagee's Sale of Real Property dated as of August 27, 2018 (the "Notice of Sale"), and published in the Union Leader on September 5, 12 and 19, 2018;

WHEREAS, the Buyer was the successful bidder at the Public Sale, and desires to purchase from the Seller the Property, all in accordance with the terms and conditions of this Agreement, and **ALL WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND;** and

WHEREAS, subject to the terms and conditions contained in this Agreement, the Seller desires to so sell the Property to the Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale; Closing.

On or before the date which is thirty (30) days from the date of this Agreement, and pursuant to the terms of this Agreement, Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, all of its interest in the Property (the "Closing"), time being of the essence. The Closing shall be held at the

offices of Nixon Peabody LLP, 900 Elm Street, Manchester, New Hampshire, or at another location chosen by the Seller and shall become effective as of said time and date.

Seller shall, at Closing, execute and deliver to Buyer a foreclosure deed conveying the Premises (the "Deed"), a secured party bill of sale conveying all other Property associated with the Premises (the "Bill of Sale"), all in conformity with New Hampshire law sufficient to vest in Buyer title in the Property. The Deed shall be made subject to all restrictions and easements of record. Buyer shall simultaneously deliver the Purchase Price contemplated by Article 2 hereof. The Property shall be conveyed subject to (i) prior liens, restrictions, senior encumbrances, tenancies, declarations, covenants, recorded or unrecorded leases, utility easements, rights of way whether recorded or unrecorded and/or visible on the face of the earth, encumbrances which maintain validity at the date of conveyance and any other conditions a title search would reveal; (ii) any unpaid taxes or assessments; (iii) any facts which an accurate survey or inspection of the Property might show; (iv) any bankruptcy proceedings; (v) all provisions of applicable zoning, subdivision and land use regulations; and (vi) any rights of parties in possession, if any.

The transaction contemplated hereby is subject to all terms and conditions set forth in the Notice of Sale and to any other terms and conditions announced at the Public Sale in accordance therewith. The terms and conditions of the Notice of Sale are incorporated herein by reference as though fully set out and made a part hereof.

2. Purchase Price.

The purchase price payable by Purchaser to Seller for the Property is _____ Dollars (\$_____) (the "Purchase Price"). The Purchase Price shall be payable as follows:

- (a) Ten Thousand Dollars (\$10,000.00) shall be paid upon execution of this Agreement as a non-refundable initial deposit (the "Initial Deposit");
- (b) _____ Dollars (\$_____) shall be paid within ten (10) days of the date of this Agreement as a non-refundable additional deposit (the "Additional Deposit", and, together with the Initial Deposit, the "Deposit"); and
- (c) _____ Dollars (\$_____) shall be paid to the Seller at the Closing, by wire transfer, certified check or otherwise immediately available funds to the account designated by the Seller.

3. Possession.

3.01 Buyer shall have no right to possession of the Property at any time prior to the Closing. All risk of loss to the Property shall be borne by Buyer prior to the delivery of the Deed.

3.02 Subject to the terms and conditions set forth herein, Buyer shall be entitled to take possession of the Property as of the time and date of Closing.

4. Acceptance of Deed.

The acceptance of the Deed by the Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed by Seller.

5. Physical Condition of the Premises; Warranties.

5.01 The Property is being sold subject to any easements, covenants, and restrictions of record. The Seller and its agents make no representations or warranties whatsoever, whether express or implied, relating to the Property and the conveyance thereof, including, without limitation, representations or warranties as to title, zoning, subdivision, structural or physical condition, hazardous waste, possession, boundaries, acreage, radon, lead paint, asbestos or formaldehyde, or other matters.

The Seller makes no warranties, either express or implied, as to the physical condition of the realty, improvements, and fixtures, or the availability of the utilities. All property is sold "AS IS AND WHERE IS". Any warranty or representation other than those contained herein is without authority. Buyer further agrees to indemnify, defend, and hold Seller harmless from all claims or injuries, however arising from any potential defects hidden or otherwise in the Property and further agrees to hold harmless and indemnify Seller from any actions originating from third persons based on any claim or injury after Closing arising from said defects. Buyer acknowledges and represents that Buyer has duly inspected the Property, the title thereto, and the occupancy thereof.

To the extent that the Property includes fixtures or other personality, then all such items shall be conveyed "AS IS AND WHERE IS". **SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller also expressly disclaims all warranties regarding title to any such fixtures or other personality.

5.02 By execution hereof, the Purchaser acknowledges receipt of a certain notification made pursuant to New Hampshire RSA 477:4-a, 4-c, and 4-d prior to executing this Agreement, including without limitation the following notifications:

- (a) "Radon Gas. Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water."
- (b) "Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present."

6. Seller's Remedies.

If the Buyer fails to pay the Purchase Price within the time set forth herein and/or fails to comply with any provisions of this Agreement, Seller may retain the Deposit as damages, in addition to any other remedy available to Seller at law or in equity. In addition, the Property may be sold to the next highest bidder at the Public Sale willing to purchase the Property or readvertised for sale in the Seller's sole discretion.

7. Governing Law.

This Agreement shall be governed and construed in accordance with the internal substantive laws of the State of New Hampshire.

8. Merger of Understanding.

All negotiations, understandings, undertakings and the like with respect to the transaction covered by this Agreement have been merged within this Agreement, and there are no further or contrary understandings with respect thereto. This Agreement forms the complete and entire understanding between the parties.

9. Modification.

This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto, executed and delivered with the same formalities as the original instrument.

10. Succession.

This Agreement shall be binding upon the parties hereto, their heirs, estates, assigns, transferees, and successors in interest.

11. Taxes.

All unpaid real estate and/or personal property taxes due to the City of Laconia, plus interest, fees and costs, and other assessments and charges, including, without limitation, water and sewer charges, attributable to the Property shall be the exclusive responsibility of, and shall be paid by, Buyer. Buyer shall also have exclusive responsibility for, and shall pay, any and all taxes imposed upon either Buyer or Seller upon the transfer or receipt of title to the real estate as provided by N.H. RSA Chapter 78-B.

12. Destruction of Property.

No loss, damage, condemnation or destruction of the Property shall relieve Buyer of its obligations hereunder.

13. Assignment.

The parties hereto agree that all of Buyer's rights and obligations hereunder are not assignable by Buyer prior to Closing.

14. Time is of the Essence.

The parties hereto agree that time is of the essence to this Agreement and the Closing.

15. Brokers.

Buyer agrees that there is no real estate broker involved in this sale through any contract with Buyer and that no one is due a commission in conjunction with the sale or purchase of the Property. Buyer agrees to indemnify, defend and hold Seller harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Buyer. The provisions of this paragraph shall survive the termination of this Agreement or the delivery of the Deed.

16. Representations of Buyer.

Buyer represents and warrants to Seller that Buyer has the financial capacity and resources to consummate the transaction contemplated hereby within the timeframe specified herein and on the terms and conditions set forth herein. Buyer's obligation to purchase the Property is NOT conditioned in whole or in part upon Buyer's ability to obtain financing for the Purchase Price or any portion thereof. This Agreement contains no contingencies and represents Buyer's absolute obligation to purchase the Property in accordance with the terms hereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed by signing below, as of the day and year first above written.

SELLER:

B2R FINANCE, L.P.,
a Delaware limited liability company

By: _____
Name:
Title:

BUYER:

By: _____
Name: _____
Title: _____

EXHIBIT A
DESCRIPTION OF PREMISES