

RECEIPT AND PURCHASE AGREEMENT

[12 Paris Terrace, City of Manchester, County of Hillsborough, NH 03102]

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP LLC, with a mailing address of 3710 Buckeye St # 100 Palm Beach Gardens, FL 33410, hereby acknowledges receipt of Five Thousand Dollars (\$5,000.00) from:

BUYER: _____

By:

Title: _____, duly authorized

Address: _____

Telephone: _____ S.S. # _____

Email: _____

(the "Buyer") as down payment for the purchase of the real estate located at **12 Paris Terrace, City of Manchester, County of Hillsborough, NH 03102** (the premises) and more particularly described in a certain mortgage deed granted by GRANITE STATE VENTURES, LLC, a New Hampshire limited liability company (the "Mortgagee") dated June 27, 2019, and recorded at the Hillsborough County Registry of Deeds in Book 9182, Page 2291 on June 28, 2019.

The purchase price hereunder to be paid by Buyer, being the highest bid at the auction, for the Premises is

_____ Dollars(\$_____).

The Buyer agrees to pay the balance of the purchase price (by certified check) within thirty (30) days from the date hereof, at which time the Seller will execute and deliver to the Buyer its foreclosure deed to the Premises.

The closing will be at a mutually convenient time of day at the office of Andrew H. Sullivan, Esq., 24 Eastman Avenue, Bedford, New Hampshire 03110, (Phone: 603-644-5291) (Email: andy@andrewsullivanlaw.com) or at the office of Buyer's lender if required by such lender. TIME IS OF THE ESSENCE and Seller shall hold Buyer to the strict performance of its obligation hereunder within the time limits specified.

In the event the Buyer fails to pay the balance of the purchase price within the said thirty (30) days, it is hereby agreed that the Seller, at its option, may consider the payment made hereunder as liquidated damages for default in this Purchase Agreement. Buyer's failure to close

within thirty (30) days shall be deemed to be an assignment by Buyer to Seller of Buyer's right to purchase the Premises pursuant to this Agreement and Seller, as assignee, may complete the Purchase of the Premises in its own name or assign its right to so purchase to a third party. For the purpose of carrying out this provision of this paragraph, Buyer hereby irrevocably constitutes and appoints the Seller its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and perform any acts necessary or desirable to carry out the assignment of Buyer's interest in the Premises as provided herein.

The Premises being sold "As and Where Is" without warranties or representations of any kind or manner, subject to all applicable rules, regulations, statutes and ordinances of public authorities having jurisdiction, to taxes and to any and all other liens, rights or encumbrances having priority over the Mortgage.

IF THE PREMISES ARE A SUBDIVISION OR CONDOMINIUM OR A PART OF A SUBDIVISION OR CONDOMINIUM, SELLER DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (i) New Hampshire RSA Chapters 356-A and 356-B, (ii) New Hampshire Attorney General, (iii) any provisions of any declarations of by-laws for the subdivision, condominium or owners association or (iv) any other law, ordinance, rule or regulation. said disclaimer includes, but is not limited to, (A) any current or future obligation imposed upon "successor" declarants, (B) liability for any improvement, amenity or infrastructure or lack of any improvement, amenity or infrastructure in the subdivision of condominium, (C) liability for common expenses or fees, (D) liability under any warranty given by document or imposed by law or (E) any other liability relating to the subdivision or condominium.

The disclaimer set forth in this section shall survive the Closing.

IF THE PREMISES ARE A SUBDIVISION OR A CONDOMINIUM OR A PART OF THE SUBDIVISION OR CONDOMINIUM, BUYER, ON BEHALF OF ITSELF, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST SELLER, SELLER'S AGENTS, EMPLOYEES AND OFFICERS, AND SELLER'S AGENT'S EMPLOYEES, OFFICERS AND AGENTS, FOR ANY AND ALL LIABILITY RELATING TO THE SUBDIVISION OR CONDOMINIUM INCLUDING BUT NOT LIMITED TO, ANY LIABILITY IMPOSED BY (i) New Hampshire RSA Chapters 356-A AND 356-B, (ii) New Hampshire Attorney General, (iii) any provisions of any declaration or by-laws for the subdivision, condominium or owners association or (iv) any other law, ordinance, rule, and regulation. Said waiver and release includes, but is not limited to, (A) any current or future obligations imposed upon "successor" declarants, (B) liability for any improvement, amenity or infrastructure or lack of any improvement, amenity or infrastructure in the subdivision or condominium, (C) liability for common expenses or fees, (D) liability under any warranty given by document or imposed by law or (E) any other liability relating to the subdivision or condominium.

The waiver and release set forth in the Section shall survive the Closing.

Auction Company Disclaimer and Waiver. The undersigned Buyer recognizes, understands, and agrees that neither Andrew H. Sullivan, Attorney at Law, nor its affiliates nor their respective agents, servants or employees have made any representations, warranties, or covenants to Buyer which are not provided in writing and specifically set forth in this Agreement; that the undersigned Buyer has personally inspected and investigated the Premises and its surroundings and does rely solely on Buyer's own findings and determinations; the Buyer (jointly and severally if more than one) has agreed to purchase the Premises and close on the sale based solely on Buyer's inspection and determination.

Property Condition. Seller shall not be deemed to represent or warrant any fact or condition with respect to the Premises which may be included in any information provided by Seller or furnished to buyer for review, including, but not limited to, any items provided in the bidder information package for the Premises. Buyer acknowledges that Seller may winterize the Premises after the execution of this Agreement and prior to the Closing date.

DISCLOSURE RELATIVE TO RADON GAS, LEAD PAINT and ARSENIC (Pursuant to N.H. R.S.A. 477:4-a):

(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.

(c) Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

The terms of the "Terms of Sale" sheet, date on even date herewith and made a part hereof by reference, and attached hereto, are a part of this agreement.

IN WITNESS WHEREOF, the parties by themselves or by their duly authorized agents have executed this agreement on this 5th day of March, 2021.

IN THE PRESENCE OF:

BUYER: _____
By:
Title: _____, duly authorized

Address: _____

Telephone: _____ S.S. # _____

Email: _____

**SELLING MORTGAGEE: WESTMOUNT FINANCIAL
LIMITED PARTNERSHIP**

By: _____

Name: Andrew H. Sullivan, Esq

Title: Attorney for Westmount Financial
Limited Partnership