

AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 2022, by and between Cathy Carpenter, f/k/a Cathy Champagne, Managing Member of CATCO REALTY MANAGEMENT, LLC, a New Hampshire Limited Liability Company, with a principal address of 30 Harvey Road, Bedford, County of Hillsborough and State of New Hampshire (hereinafter "Seller"), and the

Buyer _____.

having an address of _____.

have granted, bargained, sold, conveyed, transferred, and delivered and by these presents do bargain, sell, grant, convey, transfer, and deliver the following goods and chattels:

Two double face advertising displays at 8050 South Willow Street, Manchester, N.H. on the so-called Fallon property (Lot 2 as shown on Plan #17530 entitled 'Subdivision of Thomas McCarthy).

The seller also grants with QUITCLAIM COVENANTS, the following described easement, situated in the City of Manchester, County of Hillsborough and State of New Hampshire, that encumbers the premises depicted on the City of Manchester Property Maps as Map 851, Lot 2, said easement being more particularly described as follows:

An easement located on land known as 8050/40 So. Willow Street, Manchester, New Hampshire, and described in a deed from Roland H. Paradis and Irene V. Paradis to MRF Sales & Leasing Inc., recorded in the Hillsborough County Registry of Deeds at Book 5802, Page 135.

Said easement being the same easement that encumbers the premises delineated as Lot 2 on the plan entitled "Subdivision of Thomas McCarthy" dated August 4, 1983 and recorded in the Hillsborough Registry of Deeds as Plan 17530.

Meaning and intending to describe and convey the same premises conveyed to CATCO REALTY MANAGEMENT, LLC BY 8040 South Willow St LLC through a corrective Quitclaim Easement Deed dated October 28, 2021 and recorded in the Hillsborough County Registry of Deeds at Book 9565, Page 1283. **This is not homestead property.**

PRICE: The SELLING PRICE is \$_____.

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$_____.

The BALANCE OF THE SELLING PRICE shall be payable on or before thirty (30) days from the sale, and tendered in cash or certified check in the amount of \$_____.

BUYER'S PREMIUM DUE: The SELLING PRICE does not include the BUYER'S PREMIUM of ten percent (10%) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$_____ at 10 % equals BUYERS PREMIUM \$_____.

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Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Seller's obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

The advertising displays are sold "as is and where is" without warranty by the Seller as to fitness. The Buyer by accepting the Bill of Sale covenants and affirms that it has inspected the assets conveyed by the Bill of Sale to its satisfaction and recognizes and affirms that it is acquiring these Assets "as is and where is" without any warranties of fitness made by the Seller or its agents.

The Seller agrees to defend title to the above-described advertising displays and represent to the Buyer that the title conveyed is good, its transfer is rightful; and the goods delivered are free from any security interest or other lien or encumbrance.

RISK OF LOSS: Risk of loss from any cause shall be upon the SELLER until the transfer of the property.

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

ADDITIONAL PROVISIONS:

WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

_____ (SELLER)

_____ (BUYER)

By: _____

By: _____

Title: _____
Duly authorized

Title: _____
Duly authorized

Date: _____

Date: _____

Witness: _____

Witness: _____