

SALES AGREEMENT AND DEPOSIT RECEIPT

SELLER: Robert A. Maher and Leona M. Maher, trustees of R & L Maher Family Trust of 2018, of PO Box 519, Moultonborough NH 03254

BUYER:

The seller agrees to sell and convey and the buyer agrees to buy certain real estate located at 77 Mountain View Drive, Moultonborough, Carroll County, NH, a/k/a Lot 596 as shown on plan of Paradise Shores, Section 3, Plan Book 18, Page 24, a/k/a Tax Map 72, Lot 71

Deed into seller is recorded in Book 3705, Page 495 of the Carroll County Registry of Deeds.

SELLING PRICE: \$ _____

DEPOSIT, receipt of which is acknowledged in the form of _____, is to be held in escrow by auctioneer, JSJ Auctions, in the sum of \$10,000.00

BANK WIRE or CERTIFIED FUNDS on date of transfer of title in the amount of \$ _____

DEED: seller shall grant title to the buyer by a warranty deed. The property is subject to restrictive covenants of record of the Balmoral Improvement Association, Inc. and several subdivision public utilities easements serving all Balmoral properties.

TRANSFER OF TITLE: On or before July 10, 2023, at the office of the buyer’s lawyer or title company or by e-mail/express mail or by any other mutually agreed to process.

POSSESSION: Free of all tenants, personal property, and encumbrances, except as herein stated, is to be given on or before transfer of title.

REAL ESTATE AGENT: NONE

INSURANCE: The seller shall, until the full performance of this agreement, insure the premises against fire, with extended coverage. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of the deed, to the buyer, unless the premises shall have been previously restored to its former condition by the seller; or, at the option of the buyer, this agreement may be rescinded and the deposit refunded if loss exceeds \$10,000.00. The seller shall provide evidence of current insurance coverage to the buyer upon request.

TITLE: This contract is not subject to a buyer title examination.

TAXES, association dues, water and sewage bills and fuel in storage shall be prorated as of transfer of title.

PROPERTY INCLUDED: All fixtures; all appliances which are currently in the home. All sold AS IS, with all faults.

DEFAULT/LIQUIDATED DAMAGES: If the buyer shall default in the performance of his obligations under this agreement, the amount of the deposit may, at the option of the seller, become the property of the seller as reasonable liquidated damages. In the event of any dispute relative to the deposit, an Interpleader Action may be instituted by the escrow agent. If an interpleader is filed, the escrow agent shall be discharged from its obligations in this agreement and shall be held harmless by the parties. All costs of bringing such action shall be deducted from the deposit before it is forwarded to the Court.

MERGER: This is an integrated contract and all prior statements and representations are merged into it.

FINANCING: Cash purchase, no financing required.

NOTIFICATION OF RADON GAS, ARSENIC and LEAD PAINT PURSUANT RSA 477:4-a

"Radon: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water."

"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."

"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."

INSPECTIONS: This contract is not subject to any inspections.

DISCLOSURE PURSUANT TO RSA 477:C-c - WATER SUPPLY/SEWAGE DISPOSAL

1. Private Water Supply System Information: *

- a. type of system:
- b. location:
- c. any malfunctions:
- d. date of installation:
- e. date of most recent water test:
- f. have there been any problems with the system, such as an unsatisfactory water test, a water test with notations, or any other problem?

2. Sewage Disposal System Information: *

- a. size of tank:
- b. type of system:
- c. location:
- d. any malfunctions:
- e. age of the system:
- f. date most recently serviced:
- g. name of servicing contractor:

* If any of the information required is unknown by the seller, write "UNKNOWN" in each section where it applies.

Buyer date

Buyer date

Seller date

Seller date