

FORECLOSURE PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made this ____ day of August 2023, by and Between PROFILE BANK FSB, a corporation organized and existing under the laws of the State of new Hampshire, having an address of 45 Wakefield Street, Rochester, NH 03866-1808 ("Seller"), and _____, of _____ ("Purchaser").

WITNESSETH THAT:

In consideration of the mutual covenants and agreements hereinafter set forth, the parties thereto covenant and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller agrees to sell, and Purchaser agrees to buy certain real property, known as 13 Summer Street, City of Rochester, County of Strafford and State of New Hampshire, (the "Property"), all as described in the Mortgagee's Sale, attached hereto as Exhibit A and incorporated herein.

1.02 The property is sold and conveyed by exercise of Seller's power of sale granted to it by the Mortgage and pursuant to a foreclosure sale of even date herewith at which Purchaser made the highest bid, in the amount of _____, (\$_____).

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of the interest in the Property, which Seller may convey by foreclosure of the Mortgage.

3. PURCHASE PRICE AND MODE OF PAYMENT

3.01 Purchase Price. The Purchase Price for the Property shall be \$_____ Dollars and \$_____ has been paid to Seller as a deposit (the "Deposit").

3.02 Purchase Price Payment. The Purchase Price shall be payable as follows:

- a. by application of \$_____ (the "Deposit");
- b. by payment of \$ _____ by certified check or wire transfer payable at Closing.

c. At the Closing, Purchaser shall reimburse Seller, at cost, for all pre-paid expenses related to the operation of the Property and paid by Seller, including but not limited to any fuel in storage tanks.

4. CLOSING TIME AND PLACE

4.01 The Closing shall take place within thirty (30) days from the date of the foreclosure sale, time being of the essence, at the offices of Keane & Macdonald, P.C., 100 Market Street, Building 2, 3rd Floor, Portsmouth, New Hampshire 03801 (Tel: 603-436-6500 and Fax: 603-431-4643).

5. OTHER OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At Closing, Seller shall deliver to Purchaser a Statutory Foreclosure Deed of the Property and such affidavits as are required by New Hampshire RSA 479 to effect a foreclosure by power of sale. The Purchaser shall pay 100% of the New Hampshire real estate transfer tax. Buyer shall cause the Foreclosure Deed and Affidavits to be recorded immediately after the Closing.

6. WARRANTIES AND REPRESENTATIONS

6.01 Seller makes no warranties or representations of any kind in connection with the Property. In particular, and without limiting the foregoing, Seller makes no warranty or representation regarding the present or future use of the Property, the present or future occupation of the Property, the condition of the Property, the acreage of the Property, title to the Property, the environmental condition of the Property, including the presence of any hazardous waste, affected ground water, affected wells, septic system or any other such condition whatsoever, and if applicable the income from or expenses related to the Property, compliance of the Property with any applicable rules, regulations, statutes or ordinances of public authorities having jurisdiction, drainage from the Property or any other matter except as expressly provided herein.

6.02 SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FURTHER EXCLUDING ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY FIXTURES OR OTHER PERSONALTY.

THIS SALE IS BEING MADE WITH NO WARRANTIES, THE PROPERTY IS BEING SOLD "AS IS" AND WHERE IS, WITHOUT LIMITATION THE SALE IS BEING MADE SUBJECT TO ALL EXISTING CONDITIONS, IF ANY, OF LEAD PAINT, MOLD OR OTHER ENVIRONMENTAL OR HEALTH HAZARDS.

6.03 The parties agree that title to the Property and any fixtures or personal property foreclosed by Seller shall be conveyed and transferred subject to all rights,

claims, liens and encumbrances having priority over the lien and rights of Seller therein, including, but not limited to, the rights of parties in possession, and including but not limited to all property taxes and other municipal liens, if any.

6.04 Purchaser expressly acknowledges that any warranty or representation other than those contained herein made by any auctioneer, or other person, are or were made without authority and that Purchaser has not in any way relied thereon.

6.05 No loss, damage, condemnation or destruction of the Property prior to the closing shall relieve Purchaser of its obligations hereunder.

6.06 Purchaser acknowledges the following notifications:

In compliance with the requirements of New Hampshire Revised Statutes Annotated 477:4-a, the following information on radon gas and lead paint is provided to the Buyer:

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.

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.

WATER AND SEWAGE DISPOSAL: The Property' water supply is provided by _____ Water Company and the Property's sewage disposal is provided by a septic system on the Property.

7. REAL ESTATE COMMISSION

Each party represents to the other that no real estate broker, agent or finder's fee is due with respect to the sale of the Property except the fee to the auctioneer which Seller shall pay. Purchaser agrees to hold Seller harmless from any claim or demand (and any expenses or attorney's fees related thereto) arising out of any showing of the Property or any introduction of the Property to Purchaser by any such agent or broker. The provision of this Section 7 shall survive the Closing and shall not be merged in the Deed.

8. APPROVAL BY SELLER

Seller shall have until 5 P.M. on _____, ____, 2023 to approve this Foreclosure Purchase and Sale Agreement. If Seller approves the terms and conditions, it shall not have to take any further action. If Seller does not approve the terms and conditions set forth herein, in Seller's sole and absolute discretion, it shall notify

Purchaser in writing at the address set forth in Paragraph 10 below by the time and date set forth herein, shall return the \$_____ deposit to the Purchaser, and the Seller and Purchaser shall at that point have no further rights or obligations under this Agreement.

9. DEFAULT

9.01 In the event of the Purchaser's default hereunder, then Seller may retain the Deposit as complete liquidated damages. If any litigation arises out of the enforcement or interpretation hereof, Seller, in addition to the payment of liquidated damages, shall be entitled to recover all its costs of such litigation, including but not limited to its attorney's fees. Seller may elect to seek specific performance upon default, which, if elected, shall entitle Seller to continue to hold the deposit in escrow pending any final judgment, at which time said deposit shall be applied to monies to which Seller is then entitled. At any time during which Seller is seeking specific performance, Seller may elect to discontinue said action, which shall be binding upon Purchaser, and Seller shall at that point be entitled to then retain the deposit in full as liquidated damages, plus recover costs of litigation and attorney's fees, as above.

9.02 In the event of a default by Purchaser, Seller may at its option and together with all other remedies hereunder: (a) retain the Deposit; (b) receive an absolute uncontingent assignment of Purchaser's rights hereunder and the right to make such further assignments thereof as it may wish; (c) acquire the Property for a price equal to the Purchase Price, against which price the Deposit shall be credited. Purchaser hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, for the purpose of executing any assignment and/or reassignment of Purchaser's rights under this Agreement pursuant to this Section 9.02. Notwithstanding the above provisions, the Seller reserves the right to purchase the property pursuant to a backup bid if so made, even if the backup bid is less than the Purchase Price.

10. MISCELLANEOUS

10.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof and all prior representation and agreements are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

10.02 This Agreement shall be governed by the laws of the State of New Hampshire.

10.03 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.04 All notices required by this Agreement shall be deemed given when received and shall be mailed by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

If to the Seller:

Profile Bank
Catherine M. Chasse
Executive Vice President
45 Wakefield Street
Rochester, NH 03866-1808

With a copy to:

Douglas W. Macdonald, Esq.
Keane & Macdonald, P.C.
1000 Market St., Bld 2, Ste 7
Portsmouth, NH 03801

If to the Purchaser:

With a copy to:

10.05 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms. This Agreement shall be construed pursuant to the laws of the State of New Hampshire, as may be modified by or preempted by such laws of the United States of America, as might apply.

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

----- By: -----
Witness

----- By: -----
Witness

SELLER: Profile Bank FSB

By: _____
Douglas W. Macdonald, Esq.
Its Authorized Agent

EXHIBIT A
MORTGAGEE'S SALE

EXHIBIT B

ADDENDUM TO PURCHASE AND SALE AGREEMENT
WATER SUPPLY, SEWAGE DISPOSAL, INSULATION AND
METHANPEHTAMINE DISCLOSURE

This disclosure is an addendum to a Purchase and Sale Agreement by and between Northern Bank & Trust Company, a Massachusetts State Chartered Commercial Bank, having an address of 275 Mishawum Road, Woburn, Massachusetts, 01801 (“Seller”), and _____, having an address of _____, (“Purchaser”) for premises know as 68 Forrest Street, Unit 8B, Plaistow, Rockingham County, New Hampshire 03865.

New Hampshire RSA 477:4-c, 477:4-d and 477:4-g require that prior to the execution of any contract for the purchase and sale of any interest in real property which includes a building, the SELLER shall disclose to BUYER the following information (if unknown, please so state):

1) Type of Water Supply System (check one):

Private: _____

Municipal: _____

2) If Water Supply System is Private, please disclose the following:

Location of Water Supply System: _____

Date of installation: _____

Date of most recent water test: _____

Results of most recent water test: _____

3) Type of Sewage Disposal System (check one):

Private: _____

Municipal: _____

4) If Sewage Disposal System if Private Pleas Disclose the following:

Type of Sewage Disposal System: _____

Size of Tank in Gallons: _____

Location of system: _____

Malfunctions: _____

Date of installation of system: _____

Date most recently serviced: _____

5) Insulation:

Type of Insulation: _____

Location: _____

6) Methamphetamine:

Seller by execution of this Agreement hereby represent that to the best of Seller's knowledge, no conduct prohibited under RSA 318-D with respect to Methamphetamine production has occurred on the Property.

SELLER:

Northern Bank & Trust Company

Witness

Thomas M. Keane, Esq.
Keane & Macdonald, P.C.
Its: Authorized Agent

The undersigned hereby acknowledges receipt of a copy of this Disclosure on this _____ day of April, 2013.

Witness

Buyer

EXHIBIT C

LEAD PAINT DISCLOSURE ATTACHMENT

1.0 Lead Warning Statement Pursuant to 42 U.S.C. &4852d.

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

2.0 SELLER's Disclosure (initial where appropriate).

A. Presence of lead-based paint and/or lead-based hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the Property (explain).

SELLER has no knowledge of lead-based and/or lead-based paint hazards in the Property.

B. Records and reports available to the SELLER (check one below):

SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents). _____

SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

3.0 BUYER'S Acknowledgment (initial where appropriate)

BUYER has received the pamphlet *Protect Your Family from Lead In Your Home*.

BUYER has (check one below):

- Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4.0 Agent's Acknowledgment (initial where appropriate):

N/A Agent has informed the SELLER of the SELLER's obligations under 42 U.S.C. §4852d and is aware of his/her responsibility to ensure compliance.

5.0 Certificate of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. Each of the following parties has duly executed and delivered this LPDA prior to the execution and delivery of the above-referenced Agreement.

EXECUTED on the date(s) set forth below.

SELLER:
Northern Bank & Trust Company

Witness/DATE

Thomas M. Keane, Esq./DATE
Keane & Macdonald, P.C.
Its: Authorized Agent

BUYER:

Witness/DATE

/DATE