

PURCHASE AND SALE AGREEMENT

Purchase and Sale Agreement (“**Agreement**”) made by and between **Robert A. Maher and Leona M. Maher, trustees of the ACLD REALTY TRUST** with a mailing address of P.O. Box 519, Moultonborough, NH 03254 (“**Seller**”)

and

_____ with a mailing address of:
_____. (“**Buyer**”).

1. Sale of Property. Seller agrees to sell and Buyer agrees to purchase upon the terms hereinafter stated all of Seller’s right, title and interest in and to the certain real estate located at Whittier Highway, Moultonborough, Carroll County, New Hampshire, also known as Tax Map 169, Lots 72 , as more specifically described in the deeds recorded at the Carroll County Registry of Deeds at Book 2668, Page 449 (the “**Property**”).

2. Purchase Price: The purchase price is _____ Dollars (\$ _____) (the “**Purchase Price**”). The Purchase Price is SUBJECT TO acceptance by Seller and shall be paid as follows:

(a) Ten Thousand Dollars (\$10,000.00) in cash, certified or bank treasurer’s check on the signing of this Agreement (the “**Deposit**”). The Deposit shall be held by _____ (“**Escrow Agent**”) in accordance with Section 3 below.

(b) The balance of _____ Dollars (\$ _____) by wire transfer or in cash, certified or bank treasurer’s check shall be paid at closing.

The Purchase Price does not include the Buyer’s premium described in Section 4 below.

3. Escrow Agreement. The Deposit shall be held by Escrow Agent, in escrow. In the event of any dispute relative to the deposit monies held in escrow, Escrow Agent may, in its sole discretion, pay the deposit monies to the Clerk of Court of proper jurisdiction in an Bill of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from all obligations as recited herein and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Buyer and Seller agree that the Escrow Agent may deduct the cost of bringing such interpleader action for the deposit monies held in escrow prior to forwarding the same to the Clerk of such court.

4. Buyer’s Premium: Buyer shall pay JSJ Auctions a Buyer’s Premium of _____ Dollars (\$ _____) equal to five percent (5.00%) of the Purchase Price at closing. **THE BUYER’S PREMIUM IS IN ADDITION TO, NOT A PART OF, THE PURCHASE PRICE.** Seller and Buyer represent to each other that no other broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any such broker or agent

claiming through him or her, including reimbursement or reasonable attorney fees and court cost.

5. Deed and Closing:

(a) The deed shall be a Warranty Deed.

(b) The deed shall be delivered and upon payment of: (i) the balance of the Purchase Price and (ii) the Buyer's Premium or before Monday, July 14, 2025 at the office of the Buyer's attorney or title company or by e-mail, express mail, overnight delivery service, or by any other mutually agreed to process, or at such time or place as the parties shall agree.

6. Inspection: Buyer acknowledges that it is fully satisfied with the physical condition of the Property; and the Buyer covenants and agrees that it will accept the Property in their current condition. Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. Buyer agrees to take the within described property **AS IS**. Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Agreement. Buyer shall be responsible for maintaining insurance coverage on the Property; Seller shall not keep the Property insured against loss for the benefit of the Buyer.

7. Encumbrances: The Property is sold subject to: (a) the real estate taxes assessed or assessable on the premises; (b) all rights of possession; (c) to all prior liens; (d) all easements, covenants, and restrictions; and (e) to any rights of redemption which any person, the Internal Revenue Service, FDIC, or any other governmental agency may possess (f) any and all other encumbrances that may impact the property (together, the "**Encumbrances**").

8. Zoning: Seller does not represent or warrant to Buyer that the current use of the Property and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.

9. Revenue Stamps and Closing Costs: Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Strafford County Registry of Deeds.

10. Default: If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages or pursue its remedies at law or in equity at its election. Upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

11. Acceptance of Deed: Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

12. Governing Law: This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

13. Integration: All representations, statements and agreements heretofore made are merged

in this Agreement which is the full expression of the parties' obligations and neither party in entering this Agreement has relied upon any statement or representation not set forth herein.

14. **Time:** Time is of the essence as to every aspect of this Agreement.

15. **N.H. Rev. Stat. Ann. §477:4 a, c, d, g, h and §485-A:39 Notices:**

- (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) **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.
- (c) **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.
- (d) **RSA 477:4-c and d—Water Supply, Sewage Disposal and Insulation:** Seller has no information.
- (e) **RSA 477:4-g—Methamphetamine Production Site:** Seller has no information regarding whether Property was used for methamphetamine production.
- (f) **RSA 485-A:39—Waterfront Property Site Assessment Study:** Seller has no information.
- (g) **RSA 477:4-h—Public Utility Tariff Pursuant to RSA 374:61:** Seller has no information whether Property is subject to a public utility tariff under RSA 374:61.

SIGNATURE PAGE FOLLOWS

WITNESS OUR HANDS this _____.

SELLER:

ACLD REALTY TRUST

Witness

By: _____
Robert A Maher, Trustee

Witness

By: _____
Leona M. Maher, Trustee

BUYER:

Witness

Name: _____
SS or Fed. ID: _____
Telephone #: _____
Email: _____

Witness

Name: _____
SS or Fed. ID: _____
Telephone #: _____
Email: _____