

Purchase and Sale Agreement

By virtue of an administrator's sale held on August 19, 2025, Shane R. Stewart, Special Administrator of the Estate of Scott B. Hill, 6th Circuit – Probate Division – Concord, Case Number 317-2024-ET-01328 (“**Seller**”) agrees to convey and

_____ of

_____ (“**Buyer**”) agrees to acquire the real property shown as 705 Route 103A, Newbury, New Hampshire, as more particularly described in Confirmatory and Corrective Warranty Deed and Voluntary Merger of Lots of record recorded in the Merrimack County Registry of Deeds at Book 3734, Page 2572 and Book 3827, Page 1232, respectively (the “**Premises**”) on the terms and conditions of this Purchase and Sales Agreement (“**Agreement**”) as set forth below:

1. **Premises:** 705 NH-103A, Newbury, New Hampshire. No personal property is included. All fixtures will remain.

2. **Bid Price:** The bid price is _____ Dollars (\$ _____) (the “**Bid Price**”), which shall be paid as follows: Fifty Thousand Dollars (\$50,000.00) in cash, certified or bank treasurer's check on the signing of this Agreement (the “**Deposit**”). No interest will be paid on escrowed funds and will be held in an IOLTA (escrow) account. The balance of _____ Dollars (\$ _____), after any adjustments as contemplated in this Agreement, shall be paid to the Seller by wire upon closing and recording at the Merrimack County Registry of Deeds. **To verify wire instructions call Shane Stewart, Esq. at Tarbell & Brodich, PA at (603) 226-3900 x22. Never rely on an e-mail alone for wire instructions.**

3. **Buyer's Premium:** Buyer shall pay to JSJ Auctions a Buyer's Premium of _____ Dollars (\$ _____) equal to Five percent (5.00%) of the Bid Price at closing and shall be added to the Buyer's costs. The Buyer's Premium is in addition to, not a part of, the purchase price. Seller and Buyer represent to each other that only ColbyCo Properties LLC representing the seller and 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 attorneys' fees and court cost

4. **Title:** Seller shall convey marketable or insurable fee simple title to the Premises to Buyer, free and clear of encumbrances that shall affect the marketability or insurability of the title excluding common utility easements, matters on recorded plans, restrictions and covenants as applicable to the Premises which were recorded in the Merrimack County Registry of Deeds prior to this Agreement, as applicable. Buyer may, at its sole cost and expense, cause the title to the Premises to be examined. If upon examination of the title, Buyer or its representative reasonably finds that the title to the Premises is not in accordance with the first sentence of this paragraph, then Buyer shall notify Seller of the record title to the Premises through the date of such examination. If Seller agrees, Seller may take all steps necessary to clear title within a reasonable time thereafter as to any matters which are defects or clouds on the title except for any mortgages which may be satisfied at closing. If Seller disagrees, or is unable or unwilling to clear title prior to the date of Closing, then Seller may, as its sole option, either:

a. Retain the security deposit as liquidated damages if Seller believes in good faith Buyer's objection to title is unreasonable or without merit;

b. Rescind this Agreement, in which event the Deposit will be returned to Buyer and neither party will have any further rights or duties hereunder; or,

c. Postpone the Closing for thirty (30) days so Seller can attempt to clear title.

5. **Deed and Closing:** The Seller shall provide Buyer a Fiduciary Deed. The deed shall be delivered and the balance of the Bid Price shall be paid on or before September 18, 2025 at 10:00 AM, time being of the essence, at the offices of Tarbell & Brodich, P.A., 45 Centre St, Concord, New Hampshire 03301, or at such time or place as the parties shall agree.

6. **Transfer Taxes and Closing Costs:** Buyer shall pay 100% of all real estate transfer taxes at closing. Buyer shall be responsible for Buyer's closing costs and all recording costs assessed by the Merrimack County Registry of Deeds, except for fees associated with the Seller's mortgage discharge which will be paid by the Seller. Each party is responsible for their own attorney fees. Buyer is responsible for the bid premium as addressed above, also see proration/security deposits below.

7. **Prorations/Security Deposits:** Real estate taxes, tenant rent, applicable fuel, will be prorated as of the date of Closing with the Buyer getting the benefit and the burden of the day of closing. The security deposits will be transferred from the Seller to the Buyer at closing with a per tenant accounting.

8. **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. In addition, upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises with a different third party or the Seller may elect to simply terminate this Agreement.

9. **Zoning:** Seller does not represent or warrant to Buyer that the current use of the premises 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.

10. **Inspection/Insurance:** Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property AS IS.

The buildings on said Premises shall, until the full performance of this Agreement, be kept insured against Fire, with Extended Coverage by the Seller. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to the Buyer, unless the Premises shall previously have been restored to their former condition by the Seller; or, at the option of Buyer, this Agreement may be rescinded and the deposit refunded in full without recourse to the parties hereto if any such loss exceeds \$20,000.00.

11. **Acceptance of Deed:** Acceptance of a Fiduciary Deed, with quitclaim covenants, 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 each and every aspect of this Agreement.

15. **Attachment A Disclosures:** The attached disclosures by Seller initialed by Buyer are hereby incorporated into this Agreement by reference.

WITNESS OUR HANDS this August 19, 2025.

Witness

Witness

Witness

Seller:
Estate of Scott B. Hill

By: _____
Name: Shane R. Stewart
Title: Special Administrator

Buyer:

Name:
Address:

Telephone #: _____
Email: _____

Name:
Address:

Telephone #: _____
Email: _____

**ATTACHMENT A
DISCLOSURES**

1. New Hampshire RSA 477:4-a -Notification required; Radon Gas and Lead Paint

- 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.
- 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.

2. New Hampshire RSA 477:4-b - Subsurface Disposal System

Any buyer seeking to obtain approval for a subsurface sewage disposal system must meet the requirements set forth in New Hampshire RSA 485-A:29 and 30.

So disclosed: **The SELLER has no knowledge**

Buyer's initials

3. New Hampshire RSA 477:4-c - Water Supply; Sewage Disposal

This disclosure only applies if the water supply and/or sewage systems are private systems; it does not apply if the systems are municipal systems. Further, if the information required under this section is unknown by the **SELLER**, the **SELLER** may state in writing that the factual information requested is unknown. This disclosure also applies only if there is a building located on the **PROPERTY** that is to be sold pursuant to this Agreement. If there is a building located on the **PROPERTY**, the **SELLER** makes the following disclosures to the **BUYER**:

A. Water Supply System:

Type of water supply system _____
Location of water supply system _____
Malfunctions of the Water Supply System (if known) _____
Date of installation (if known) _____
Date of most recent water test _____

Unknown

Whether or not the **SELLER** has experienced problems with the water system such as unsatisfactory water test or a water test with notations: Yes _____ No _____

B. Septic Disposal System:

Size of the tank _____
Type of System _____
Location _____
Malfunctions (if any) _____
Age of system _____
Date most recently serviced _____
Name of Contractor who normally services system _____

Unknown

So disclosed: The **SELLER** has no knowledge.

Buyer's initials

4. New Hampshire RSA 477:4-d - Disclosure Required for Water and Septic System if PROPERTY is to be used for a one to four family dwelling.

If the information requested below is not available or is not known to the SELLER, the SELLER should so state the same in writing.

A. Water Supply System:

Type of water supply system _____
Location of water supply system _____
Malfunctions of the Water Supply System (if known) _____
Date of installation (if known) _____
Date of most recent water test _____
Whether or not the SELLER has experienced problems with the water system such as unsatisfactory water test or a water test with notations: Yes _____ No _____

Unknown

B. Septic Disposal System:

Size of the tank _____
Type of System _____
Location _____
Malfunctions (if any) _____
Age of system _____
Date most recently serviced _____
Name of Contractor who normally services system _____

Unknown

5. New Hampshire RSA 477:4-e - History of PROPERTY

To the best of the SELLER'S knowledge and belief, the PROPERTY, which is the subject of this Purchase and Sales Agreement, was not the site of a homicide, other felony or suicide.

This disclosure is only required if the buyer requests the same.

So disclosed: The SELLER has no knowledge.

Buyer's initials

6. New Hampshire RSA 477:4-f Notification required prior to Condominium Sale.

Prior to or during the preparation of an offer for the purchase and sale of any condominium unit, the seller shall provide written notice to the buyer that the buyer has the right to obtain the information in RSA 356-B:58, I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years. The buyer shall acknowledge receipt of the notice required under this section by signing a copy thereof.

7. 477:4-g Notification Prior to Sale, Transfer, Lease, or Rental of Real Property on Which Methamphetamine Has Been Produced.

I. In any purchase and sale agreement, lease agreement, or rental agreement before signing an agreement to sell, transfer, lease, or rent real property for the time period after any conduct prohibited under RSA 318-D has occurred on such property and prior to the determination by the department of environmental services, pursuant to paragraph II, that the property meets remediation cleanup standards:

(a) The **SELLER**, transferor, lessor, or owner shall disclose in writing to the **BUYER**, transferee, lessee, or occupant if, to the **SELLER'S**, transferor's, lessor's or owner's knowledge, methamphetamine production has occurred on the property.

(b) If methamphetamine production has occurred on the property, the disclosure shall include a statement to the buyer, transferee, lessee, or occupant informing the **BUYER**, transferee, lessee, or occupant.

II. The department of environmental services or any licensed environmental or hazardous substances removal specialist shall be responsible for determining that any property on which methamphetamine production has occurred, meets remediation cleanup standards established pursuant to rules adopted by the department under RSA 541-A. Prior to the establishment of rules, the determination shall be based on the best scientific methods available. The determination that the property meets remediation cleanup standards shall be public information available upon request from the department.

So disclosed: **The SELLER has no knowledge.**

Buyer's initials

8. New Hampshire RSA 477:4-h Notification Required if Real Property is Subject to a Public Utility Tariff Pursuant to RSA 374:61 for the Financing or Amortization of Energy Efficiency or Renewable Energy Improvements.

I. Prior to or during the preparation of an offer for the purchase and sale of any interest in real property and in conjunction with an offer to lease or rent real property and before signing an agreement to sell, transfer, lease, or rent real property the **SELLER**, transferor, lessor, or owner shall disclose in writing to the **BUYER**, transferee, lessee, or occupant if, to the **SELLER'S**, transferor's, lessor's or owner's knowledge, any metered public utility services at the premises that the **BUYER**, transferee, lessee, or occupant may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61. Such disclosure should include, if known, the remaining term and amount of such charges and any estimates or documentation of gross or net energy or fuel savings resulting from such financed or amortized improvements and investments. The **BUYER** shall acknowledge receipt of the disclosure by signing a copy of the disclosure.

II. In the case of a sale or transfer of real property, the fact that information regarding such required disclosure is not available shall also be conveyed, in writing, when such is the case.

The **SELLER** discloses that she has **NO KNOWLEDGE** of any such obligation.

9. New Hampshire RSA 141-E:23 - Disclosure regarding Asbestos Disposal Site

The **PROPERTY** is **NOT** the location of an Asbestos Disposal Site

10. New Hampshire RSA 485-A:39 - Site Assessment Study

This provision only applies if the **PROPERTY** to be conveyed is considered developed waterfront **PROPERTY** which uses a septic disposal system. In the event that the **PROPERTY** conveyed is a developed waterfront **PROPERTY** and does use a private septic disposal system, the **SELLER** shall, at his expense, engage a permitted subsurface sewage or waste disposal system designer to perform a site assessment study to determine if the site meets the current standards for septic disposal systems established by the State of New Hampshire.

The Site Assessment Study Form shall become a part of this Purchase and Sales Agreement.

APPLICABLE _____ NOT APPLICABLE X

The **SELLER** has **NO OBLIGATION**.

Buyer's initials