Purchase and Sale Agreement

By virtue of an administrator's sale held on September 18, 2025, Shane R. Stewart, Administrator of the Estate of Nelson McAllister, 4th Circuit – Probate Division – Laconia, Case Number 311-2025-ET-00205 ("**Seller**") agrees to convey and

_____ of

_____

("**Buyer**") agrees to acquire the real property shown as 6 Loon Point Road, Meredith, New Hampshire, as more particularly described in Warranty Deed recorded in the Belknap County Registry of Deeds at Book 398, Page 513 (the "**Premises**") on the terms and conditions of this Purchase and Sales Agreement ("**Agreement**") as set forth below:

1. **Premises:** 6 Loon Point Road, Meredith, 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: Twenty Five Thousand Dollars ($25,000.00) in cash, certified or bank treasurer's check on the signing of this Agreement (the "**Deposit**") **payable to the order of the Estate of Nelson McAllister.** No interest will be paid on escrowed funds and will be held in an IOLTA (escrow) account. The balance of _____ Dollars ($_____), 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 and monument sketch of JVA dated September 8, 2025, restrictions and covenants as applicable to the Premises which were recorded in the Belknap 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 October 18, 2025, at 2:00 PM, 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 building(s) on said Premises shall not be insured by the Seller.

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. **Disclosure Attachment:** The property was surveyed by James Verra & Associates, Inc. ("JVA"), and the Monument Sketch dated September 8, 2025 is attached to this P&S Agreement, and is incorporated into this Agreement by reference. .

WITNESS OUR HANDS this September 18, 2025.

Seller:
Estate of Nelson McAllister

_____
Witness

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

Buyer:

_____
Witness

_____
Name:
Address:
_____
_____
Telephone #:_____
Email:_____

_____
Witness

_____
Name:
Address:
_____
_____
Telephone #:_____
Email:_____