

PURCHASE AND SALE AGREEMENT

By virtue of an administrator's sale held on October 2, 2025, **Ethan G. Wood, Special Administrator of the Estate of Dennis Brian Peters**, 4th Circuit – Probate Division – Laconia, Case Number 311-2023-ET-00035 having a mailing address of c/o Normandin, Cheney & O'Neil, PLLC, of PO Box 575, Laconia, New Hampshire 03247 (hereinafter referred to as "SELLER") agrees to convey , and _____ of _____ (hereinafter referred to as "BUYER") agrees to purchase the real estate with an address of 390 Jamestown Road, Belmont, NH 03220 in accordance with the terms and conditions set forth herein.

PART I. PREMISES TO BE SOLD

The SELLER agrees to sell and convey, and the BUYER agrees to purchase all of the real property with buildings, improvements, and personal property thereon being located at 390 Jamestown Road, Town of Belmont, County of Belknap, State of New Hampshire, being the same premises conveyed to the Dennis Brian Peters by Warranty Deed of D. Gregory Iadonisi and Linda Iadonisi dated July 15, 2008, and recorded in the Belknap County Registry of Deeds at Book 2507, Page 173 (the "Premises"). The Premises are being purchased with all fixtures and personal property on or at the Premises on the date of the auction. The Premises are being sold "As-Is and With All Faults".

PART II. BID PRICE

The bid price for said real property is _____ Dollars (\$ _____) (the "Bid Price"), payable in the following manner:

- II. 1. \$10,000.00 In cash, certified or bank treasurer's check upon the signing of this Agreement (the "Deposit"). The Deposit will be held in a non-interest-bearing escrow account by Normandin, Cheney & O'Neil, PLLC, pending the closing.
- II. 2. \$ _____ In cash, certified or bank treasurer's check, or wired funds at the time of passing of title as hereinafter set forth.
- \$ _____ Total Purchase Price

To verify wire instructions call Amy Smith at Normandin, Cheney & O'Neil, PLLC at 603.524.4380. Never rely on an email alone for wire instructions. Seller will not change wire instructions via email.

- II. 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 such Premium shall be added to the Buyer's costs. The Buyer's Premium is in addition to and not part of, the Total Purchase Price.

PART III. PASSING OF TITLE

Title shall pass on or before November 3, 2025 at 10:00 AM at Normandin, Cheney & O'Neil, PLLC, 213 Union Avenue, Laconia, NH 03246, or at such other time and place as the parties may agree.

PART IV. PRORATING OF TAXES/FUEL

- A. Real estate taxes assessed against the subject Premises shall be prorated as of the date of passing of title, based upon the latest town real estate tax assessment and rate. In the event the actual final bill for the current real estate taxes has not been issued by the time of closing, and the tax pro-ratio is based on other than the final bill, the parties agree to adjust the tax pro-ratio after the final bill is received post-closing, outside of closing.
- B. Fuel is not being prorated and, to the extent any is on the Premises, it is included in the Purchase Price.

PART V. FIDUCIARY DEED

At the time of passing of title, the SELLER shall convey to the BUYER a Fiduciary Deed to the Premises. Title shall pass either to BUYER, or BUYER'S nominee, in BUYER'S discretion. Said Fiduciary Deed shall include an access easement to the neighboring property and is subject to all other easements of record and common utility easements. BUYER may, at its sole cost and expense, cause the title to the Premises to be examined. SELLER shall cause the liens encumbering the Premises to be discharged in accordance with the terms of the Agreement, but shall otherwise not be obligated to cure any title defects. BUYER covenants and agrees to Purchase the Premises "as is and with all faults."

PART VI. INSURANCE DURING TERM OF AGREEMENT

The Premises are not currently insured. If, prior to the time of passing of title, all or part of the building is destroyed or damaged by fire or otherwise, such damage or destruction shall not constitute a breach of this Agreement and shall not be good cause for the BUYER to rescind the offer to Purchase or negate the contract. BUYER may, at BUYER's sole cost and expense, insure the Premises upon the signing of this Agreement. If any insurance proceeds are made payable to the SELLER, such insurance proceeds received shall be deducted from the Purchase Price and any amount received above the Purchase Price shall be refunded to Buyer.

PART VII. MARKETABLE TITLE

The SELLER is authorized by the Court to sell the Premises. The SELLER shall convey marketable title to the Premises, free and clear of encumbrances that shall affect the marketability of the title excluding the following: an access easement for the abutting parcel, common utility easements, matters on recorded plans, restrictions and covenants applicable to the Premises which were recorded in the Belknap County Registry of Deeds prior to the Closing Date. The SELLER shall not be required to bring any action or proceeding to render the title to the Premises marketable. BUYER acknowledges, agrees, and covenants that Insurable Title is not a precondition to closing. If, within ten (10) days of signing this Agreement, BUYER determines

that title is not marketable, then BUYER shall have the option of cancelling this Agreement with SELLER retaining the deposit of reasonable liquidated damages.

PART VIII. SPECIAL PROVISIONS

- A. BUYER agrees to pay all of the New Hampshire Department of Revenue Administration Transfer Tax at closing.
- B. BUYER to pay Deed recording fees and BUYER's closing costs.
- C. BUYER covenants and agrees that within thirty (30) days of closing, it shall remove the trash, debris, and other items from the exterior of the Premises and promptly notify the Town of Belmont when such work is completed and/or work with the Town of Belmont on an appropriate date by which such work shall be completed. The Town of Belmont has determined that the Premises are being used as a junk yard and that such use is not in compliance with the Belmont Zoning Ordinance. SELLER represents that it is aware of such determination but has received no "Notice of Action" or similar notice from the Town of Belmont regarding the Premises not being in compliance with the Zoning Ordinance.
- D. BUYER covenants and agrees that it shall be responsible for disposal of all items in the interior and exterior of the Premises at its cost.
- E. BUYER's acceptance of a Fiduciary Deed with quitclaim covenants shall be deemed to be the full performance of every obligation and agreement of SELLER.

PART IX. REAL ESTATE AGENTS

There are no real estate agents or brokers associated with this transaction. If this transaction results in a sales commission being due to any real estate broker or agent, the party in privity with such broker or agent shall be responsible for payment of such commission.

PART X. LIENS OUTSTANDING

The amount of any unpaid taxes which the SELLER is obligated to pay shall be paid on the closing date out of the SELLER's proceeds. If at the date of passing of title there may be any other liens or encumbrances which the SELLER is obligated to pay and discharge, the SELLER shall use any portion of the SELLER'S proceeds to satisfy the same. The existence of such taxes or other liens and encumbrances shall not be deemed objections to the title if the SELLER shall comply with the foregoing.

PART XI. CONTINGENCIES

BUYER's obligation to perform under this Agreement is not contingent on the results of any inspections. BUYER acknowledges that it has had an opportunity to inspect the physical condition of the Premises. BUYER represents and covenants that it is purchasing the Premises "as is and with all faults." At BUYER's request, SELLER shall make the Premises available for BUYER to conduct inspections or remove personal property, at its sole expense, prior to Closing.

BUYER agrees to indemnify and hold harmless SELLER for any injury, liability, damage, loss or expense incurred by SELLER resulting from the negligence or intentional misconduct of BUYER or BUYER's agents in conducting such inspections or removing personal property. This provision shall survive the termination or expiration of this Purchase & Sale Agreement.

PART XII. DEFAULT BY BUYER-DAMAGES

In the event that the BUYER shall fail to carry out the terms of this Agreement, all deposits then made shall be retained by the SELLER as reasonable liquidated damages. In addition, upon default by Buyer, Buyer's bid shall immediately be assigned to SELLER and SELLER may thereafter complete the purchase of the Premises with a different third party or SELLER may elect to terminate this Agreement.

PART XIII. DEFAULT BY SELLER-DAMAGES

In the event that the SELLER shall default under this Agreement, then the BUYER shall have the option of accepting a refund of its deposit as its sole remedy.

PART XIV. AMENDMENTS

This Agreement may not be changed orally, but only by an agreement in writing and signed by the party or their agent against whom the enforcement of any waiver, change, modification, or discharge is sought.

PART XV. NOTIFICATION REQUIREMENT

- 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. 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. See Lead Paint Disclosure and EPA Brochure.
- C. Private Water Supply: **SELLER has no information about the water supply.**

Private Sewage Disposal System: **SELLER has no information about the sewage disposal system.**
- D. Insulation: **SELLER has no information about the insulation.**
- E. 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.

- F. PFAS: Poly – and perfluoroalkyl substances: (PFAS) are found in products that are used in domestic, commercial, institutional, and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer’s decision regarding the need to install water treatment systems.

This Agreement has been duly executed by the parties in duplicate, either of which may be considered an original for all purposes as of the day and year first herein written. Facsimile, e-mail and other electronic digital transmission of signatures shall be considered originals for all purposes.

SELLER: Estate of Dennis B. Peters

Date

Ethan G. Wood, Esq., Special Administrator for the Estate
of Dennis Brian Peters

BUYER

Date

BUYER

Date

EXHIBIT A

SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS PURSUANT TO 24 C.F.R. s. 35.92

Lead Warning Statement:

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 inspection 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.

Seller's Disclosure (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check and initial one below)

_____ Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in the subject housing.
_____ Seller's knowledge of lead-based paint and/or lead based paint hazards in the subject housing is as follows:

- (b) Records and reports available to the seller (check and initial one below)

_____ Seller does not have any available records or reports pertaining to lead-based paint and/or lead-based paint hazards in relation to the subject housing.
_____ The following is a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards in relation to the referenced housing, copies of which have been provided to the buyer:

Purchaser's Acknowledgment (check and initial)

_____ Purchaser has received copies of all information listed above.
_____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

Purchaser has (check and initial one below):

_____ Received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint 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.

CERTIFICATION

The following parties have reviewed the information above and certify that to the best of their knowledge, the information provided by the signers hereof is true and accurate.

SELLER

Date

Ethan G. Wood, Esq., Special Administrator for the Estate
of Dennis Brian Peters

BUYER

Date

Date

NOTICE: Seller to retain this document for 3 years from date of sale.