

# AUCTION



## Downtown Private Office with Parking

110 Chapel Street, Portsmouth, NH

Online-Only Auction Ends: Wednesday, November 2<sup>nd</sup> at 3:00 p.m.

**110 Chapel Street** is a 2.5 story, 4,988 sq.ft. New England Colonial on a .17 acre parcel that has been completely remodeled to include a full kitchen and private offices. The property is centrally located in downtown, includes eight parking spots and abuts a small municipal lot for additional parking. The remodel included all new electrical, plumbing, sprinkler system, and air conditioning throughout and radiant heat under the driveway and patio area. The first, second and third floors are currently leased to an office tenant. The basement apartment includes a full kitchen, living room and two bedrooms and is currently leased. The structure could easily be converted for residential use.

**Inspection:** By *appointment only*, October 20th and 27<sup>th</sup>. Please email: [info@paulmcinnis.com](mailto:info@paulmcinnis.com) to schedule your appointment.

**Terms:** A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than Thursday, November 3rd at 1:00 p.m., with the balance due at closing within 45 days of the auction. A 7% Buyer's Premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Warranty Deed. Subject to confirmation of the seller.

Est. 1976

**PAULMCINNIS** LLC

AUCTIONS ■ REAL ESTATE ■ RESULTS

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**State of New Hampshire**  
**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION**  
**DIVISION OF LICENSING AND BOARD ADMINISTRATION**  
 7 Eagle Square, Concord, NH 03301-4980  
 Phone: 603-271-2152

**BROKERAGE RELATIONSHIP DISCLOSURE FORM**  
**(This is Not a Contract)**

*This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information*

**Right Now, You Are a Customer**

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

**As a customer, you can expect a real estate licensee to provide the following customer-level services:**

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

**To Become a Client**

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

**As a client, in addition to the customer-level services, you can expect the following client-level services**

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

**Client-level services also include advice, counsel, and assistance in negotiations.**

**For important information about your choices in real estate relationships, please see page 2 of this disclosure form.**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).  
**I understand as a customer I should not disclose confidential information.**

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer	Date	Signature of Consumer	Date
Provided by: Name & License #		Date	(Name and License # of Real Estate Brokerage Firm)
<input type="checkbox"/> consumer has declined to sign this form (Licensees Initials)			

## *Types of Brokerage Relationships commonly practiced in New Hampshire*

### *SELLER AGENCY (RSA 331-A:25-b)*

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

### *BUYER AGENCY (RSA 331-A:25-c)*

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

### *SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)*

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

### *SUB-AGENCY (RSA 331-A:2, XIII)*

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

### *DISCLOSED DUAL AGENCY (RSA 331-A:25-d)*

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

### *DESIGNATED AGENCY (RSA 331-A:25-e)*

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

### *FACILITATOR (RSA 331-A:25-f)*

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

### *ANOTHER RELATIONSHIP (RSA 331-A:25-a)*

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

# SUGGESTED DUE DILIGENCE CHECKLIST

## For Online Bidders

110 Chapel Street, Portsmouth, NH

BIDDING OPENS: **Wednesday, October 26<sup>th</sup> at 9:00 a.m.**

BIDDING ENDS: **Wednesday, November 2<sup>nd</sup> at 3:00 p.m.**

### ITEMS TO COMPLETE –

- Review the Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package and Links to Additional Documents and Due Diligence
- Review the Purchase & Sale Agreement
- Sign up to bid online at paulmcinnis.nextlot.com [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)



## GENERAL TERMS & CONDITIONS

AGENT OF THE SELLER: Paul McInnis LLC is acting solely as an Agent of the Seller.

**BIDDER REGISTRATION:** In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at [paulmcinnis.nextlot.com](http://paulmcinnis.nextlot.com) Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862 It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, November 3<sup>rd</sup> at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST a digital payment platform. You may request this option by emailing [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

**RETURN OF BIDDER DEPOSIT:** Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

**ONLINE BIDDING:** The bidding will open on Wednesday, October 26<sup>th</sup> at 9:00 a.m. and the bidding will end on Wednesday, November 2<sup>nd</sup> at 3:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid.

**TIMED AUCTION EXTENDED BIDDING:** A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (2:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 3:00 p.m. the bidding could be extended to 4:00 p.m. or longer depending on the activity from the bidders.

The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

**DUE DILIGENCE:** It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.



**PROPERTY CONDITIONS:** Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Seller, Paul McInnis LLC or their agents.

**BUYER'S PREMIUM:** A 7% (Seven Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 7% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

**SUCCESSFUL BIDDER:** The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Seller. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

**REAL ESTATE PURCHASE & SALE AGREEMENT:** A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Seller disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, November 3<sup>rd</sup> at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, 7% Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

**EARNEST MONEY DEPOSIT:** The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, November 3<sup>rd</sup> at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

**SUCCESSFUL BIDDER DEFAULT:** Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$25,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

**RESERVATION OF RIGHTS:** The Seller in his sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Seller. Seller reserves the right to accept or reject the high bid.

**ADDITIONAL TERMS:** Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

**BUYER BROKER PARTICIPATION INVITED:** Please contact the auction company ([admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)



## EXECUTIVE SUMMARY

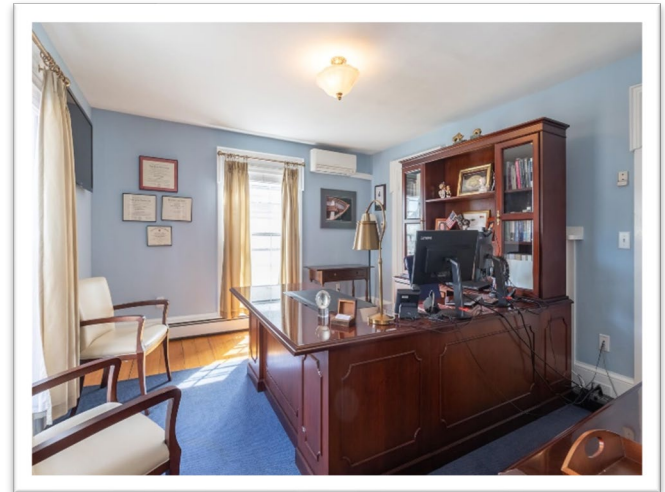
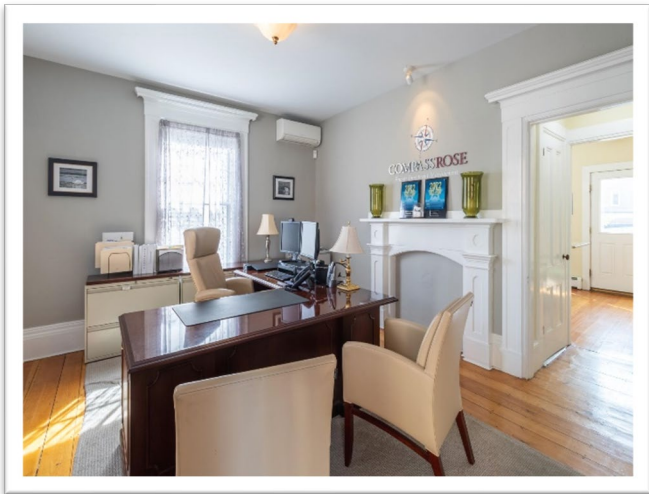
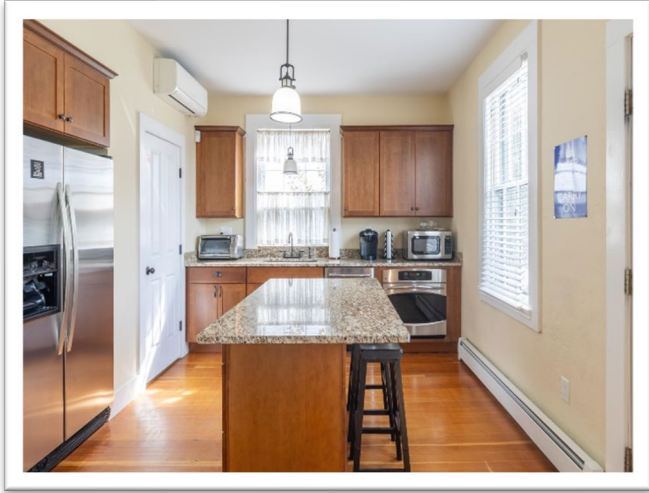
<b>ADDRESS</b>	110 Chapel Street, Portsmouth, NH
<b>TOWN REFERENCE</b>	Map 106, Lot 03
<b>ROCKINGHAM COUNTY DEED REFERENCE</b>	Warranty Deed, Book 5496, Page 2647
<b>2022 PRELIMINARY ASSESSED VALUE</b>	\$1,240,900
<b>2022 ANNUAL REAL ESTATE TAXES</b>	\$18,650
<b>UTILITIES</b>	Water: Public Sewer: Public Natural Gas Electricity: 400 AMP underground to the building
<b>VEHICLE PARKING</b>	Eight parking spots, abuts a small municipal and church owned lot for additional parking
<b>ACREAGE</b>	.17-acre lot
<b>ROAD FRONTAGE</b>	126'

<b>TYPE</b>	New England Colonial
<b>YEAR BUILT</b>	1800 completely remodeled in 2013
<b>LIVING AREA</b>	4,988± sq.ft. finished above grade
<b>BASEMENT APARTMENT</b>	Finished, apartment with full kitchen, living room and two bedrooms. Will be vacant as of November 30 <sup>th</sup> , 2022.
<b>ELECTRIC SERVICE</b>	There are 3 meters, 1 for top three floors, 1 for apartment and 1 for heated driveway
<b>HVAC</b>	Mitsubishi Units throughout top three floors AC and Heat
<b>HOT WATER</b>	On Demand, natural gas
<b>FIRE SUPPRESSION</b>	Wet sprinkler system throughout
<b>SNOWMELT DRIVEWAY</b>	The paver driveway and patio area include radiant electric heat
<b>RADON MITIGATION</b>	A radon mitigation system has been installed

Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offertory are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.







CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT			
ROXYJAMES REALTY LLC		4 Rolling	0 All Public	1 Paved	1 Urban	Description	Code	Appraised	Assessed
20 WHITEHORSE DR				4 Heavy		COMMERC.	0310	560,900	560,900
RYE NH 03870				7 2 Off-St PKG		COM LAND	0310	680,000	680,000
<b>SUPPLEMENTAL DATA</b>									
Alt Prcl ID 0106-0003-0000-0000				CONDO C					
OLDACTN 37710				INLAW Y/					
PHOTO				LOT SPLIT					
WARD				2015 Reval V JM					
PREC.				Ex/Cr Appli					
1/2 HSE									
GIS ID 33088				Assoc Pid#					
Total								1,240,900	1,240,900

2229  
 PORTSMOUTH, NH  
**VISION**

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)						
ROXYJAMES REALTY LLC		5496 2647	11-22-2013	Q	I	842,500	00	Year	Code	Assessed	Year	Code	Assessed	
WEISSMAN EDWARD N		2508 1667	08-27-1984		I	0		2020	0310	560,900	2019	0310	560,900	
									0310	680,000		0310	680,000	
Total								1,240,900	Total	1,240,900	Total	1,240,900	Total	1,240,900

EXEMPTIONS			OTHER ASSESSMENTS					
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int
			0.00					

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
Nbhd	Nbhd Name	STREET INDEX NAME	Tracing	Batch
305				

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	555,800
Appraised Xf (B) Value (Bldg)	5,100
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	680,000
Special Land Value	0
Total Appraised Parcel Value	1,240,900
Valuation Method	C
Total Appraised Parcel Value	1,240,900

NOTES							
COMPASS ROSE - ALL 3 FLRS				BATHS - AVG QUAL, REM KITCH, ADD KIT IN			
2 BR APT IN BSMT 5 PARKING SPACES				OFF - ABV AVG. REF FLR, PAINT,SPRKS, MIN			
06/14 - PERMIT: # 13-868, 031, & 026				OR ELECT/PLUMB. STILL HAS ANTIQUE QUALIT			
TEN FU/COMPASS ROSE FUNC=BSMNT APT NO E				SNOW MELT PARKING AREA AND PATIO			
LEV							
AT SYS - HEATPUMP ON 1ST & 2ND FLR. REM							

**BUILDING PERMIT RECORD**

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result
15-687	06-03-2015	EL	Electric	21,000	06-24-2016	100		INSTALL 400 AMP OVERHEA	08-09-2019	LS			AD	Address Change
14-1233	12-23-2014	BP		4,000	06-24-2016	100		REPLACE EXISTING STOCK	05-15-2017	ST			ER	Exterior Review
14-0448	07-24-2014	BP		500	01-19-2015	100	09-16-2014	ADD A DETACHED TRASH S	06-24-2016	JM	01		50	Building Permit
14-0031	02-26-2014	BP		17,200	06-05-2014	100		INSTALL NFPA 13 FIRE SPRI	05-12-2016	LS			AD	Address Change
13-1026	01-28-2014	BP		5,500	06-05-2014	100		INSTALL FIRE ALARM SYSTE	03-24-2015	JW	02		50	Building Permit
13-0868	11-26-2013	BP		144,000	06-05-2014	100	03-03-2014	TENANT FIT UP- COMPASS	03-23-2015	ST			ER	Exterior Review
05-805	10-20-2005			6,300		100		STRIP/RESHINGLE	01-29-2015	ST			SR	Sales Review

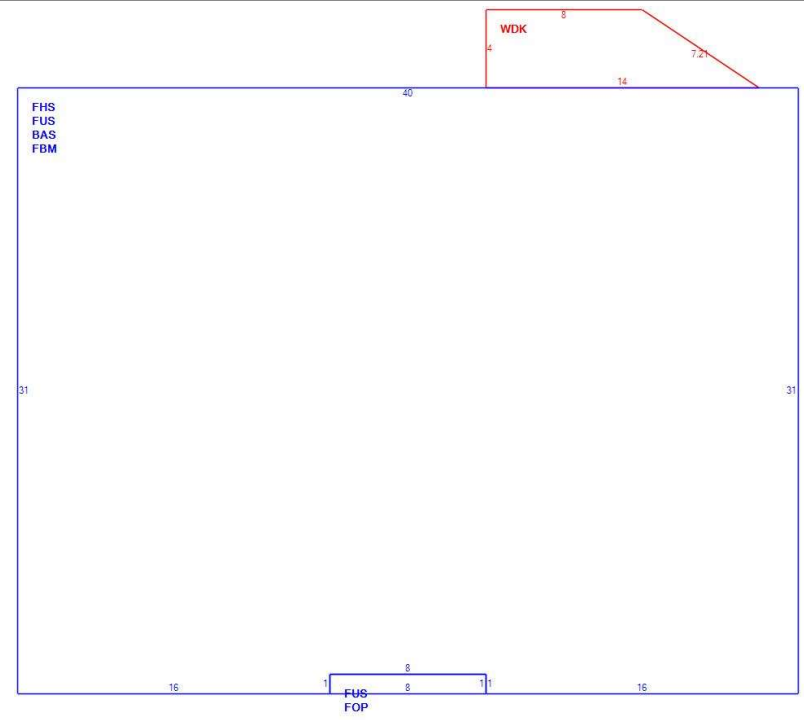
**LAND LINE VALUATION SECTION**

B	Use Code	Description	Zone	Frontage	Depth	Land Units	Unit Price	Size Ad	Site	Cond.	ST Idx	S.I. Adj.	Notes- Adj	Special Pricing	Adj Unit P	Land Value	
1	0310	PRI COMM	CD4			7,579 SF	67.97	1.0000	1	1.00	305	1.320		1.0000	89.72	680,000	
Total Card Land Units						0 AC	Parcel Total Land Area						0	Total Land Value			680,000

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	208	Office/Apt			
Model	94	Commercial			
Grade	B+	B+			
Stories:	2.5				
Occupancy	2.00				
Residential Unit	1				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	03	Plastered			
Interior Wall 2	05	Drywall/Sheet			
Interior Floor 1	09	Pine/Soft Wood			
Interior Floor 2	12	Hardwood			
Heating Fuel	03	Gas			
Heating Type	05	Hot Water			
AC Type	02	Heat Pump			
Bldg Use	013C	MIX C			
Total Rooms	9				
Total Bedrms	5				
Total Baths	3				
Kitchen Grd					
Heat/AC	00	NONE			
Frame Type	02	WOOD FRAME			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	06	CEIL & WALLS			
Rooms/Prtns	02	AVERAGE			
Wall Height	9.00				
% Conn Wall					
1st Floor Use:					
Class					

MIXED USE		
Code	Description	Percentage
0310	PRI COMM	100
		0
		0

COST / MARKET VALUATION		
Adj. Base Rate		183.55
RCN		703,566
Year Built		1800
Effective Year Built		2003
Depreciation Code		E
Remodel Rating		
Year Remodeled		2013
Depreciation %		16
Functional Obsol		5
External Obsol		
Trend Factor		1
Condition		
Condition %		
Percent Good		79
RCNLD		555,800
Dep % Ovr		
Dep Ovr Comment		
Misc Imp Ovr		
Misc Imp Ovr Comment		
Cost to Cure Ovr		
Cost to Cure Ovr Comment		



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond	% Gd	Gr	Gr Adj	Appr. Value
SPR1	SPRINKLERS-WET	B	3,088	1.75	2003	00	79	A	1.20	5,100

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
BAS	First Floor	1,232	1,232	1,232	183.55	226,140	
FBM	Basement, Finished	0	1,232	739	110.10	135,647	
FHS	Half Story, Finished	616	1,232	616	91.78	113,070	
FOP	Porch, Open	0	8	2	45.89	367	
FUS	Upper Story, Finished	1,240	1,240	1,240	183.55	227,608	
WDK	Deck, Wood	0	44	4	16.69	734	
Ttl Gross Liv / Lease Area		3,088	4,988	3,833		703,566	





# City of Portsmouth, 2021 Property Tax Bill

BILL FOR FISCAL YEAR 2022

1 Junkins Avenue, Portsmouth, NH 03801 (603) 610-7244

To: ROXYJAMES REALTY LLC

20 WHITEHORSE DR  
RYE, NH 03870

**Owner(s)**

of Record: ROXYJAMES REALTY LLC

Account: 33088		Map-Lot: 0106-0003-0000		Location: 110 CHAPEL ST	
<b>TAX RATE INFORMATION</b>		<b>ASSESSED VALUES</b>		First Half Tax Bill: (Due on 12/20/2021) 9,325.00	
MUNICIPAL	7.02	Property Valuation:	1,240,900.00	Pre-payments First Half:	0.00
LOCAL EDUCATION	5.18			Due First Half Bill:	9,325.00
COUNTY	0.89	Net Valuation	1,240,900.00	Second Half Tax Bill: (Due on 6/01/2022)	9,326.00
STATE EDUCATION	1.94			Prepayments Second Half:	0.00
Total Tax Rate:	15.03	<b>2021 ANNUAL TAX</b>	<b>18,651.00</b>	Due Second Half Bill:	9,326.00
TAX RATE PER \$1000 OF NET ASSESSED VALUE		<b>2021 Net Annual Tax</b>	<b>18,651.00</b>		

PLEASE KEEP THIS ENTIRE UPPER PORTION OF BILL FOR YOUR RECORDS

Detach at perforation above and mail this remittance coupon with your payment due. 6/01/2022 **SECOND INSTALLMENT**

MAP/LOT NUMBER	LOCATION	TAX YEAR	Invoice #	DUE DATE
0106-0003-0000	110 CHAPEL ST	2021	327489	6/01/2022

City of Portsmouth, 1 Junkins Avenue, Portsmouth, NH 03801

HOURS OF OPERATION: MON 8:00am - 6:00pm  
TUES-THU 8:00am - 4:30pm FRI 8:00am - 1:00pm

Please make any address changes here

8% APR Interest Charged After 6/01/2022

### Second Installment

Make checks payable to: City of Portsmouth

**Amount To Pay** 9,326.00

If receipt desired, please include self-addressed, stamped envelope.

**Account: 33088**

ROXYJAMES REALTY LLC  
20 WHITEHORSE DR  
RYE, NH 03870

20 0000327489 0000932600 3

Detach at perforation above and mail this remittance coupon with your payment due. 12/20/2021 **FIRST INSTALLMENT**

MAP/LOT NUMBER	LOCATION	TAX YEAR	Invoice #	DUE DATE
0106-0003-0000	110 CHAPEL ST	2021	318661	12/20/2021

City of Portsmouth, 1 Junkins Avenue, Portsmouth, NH 03801

HOURS OF OPERATION: MON 8:00am - 6:00pm  
TUES-THU 8:00am - 4:30pm FRI 8:00am - 1:00pm

Please make any address changes here

8% APR Interest Charged After 12/20/2021

### First Installment

Make checks payable to: City of Portsmouth

**Amount To Pay** 9,325.00

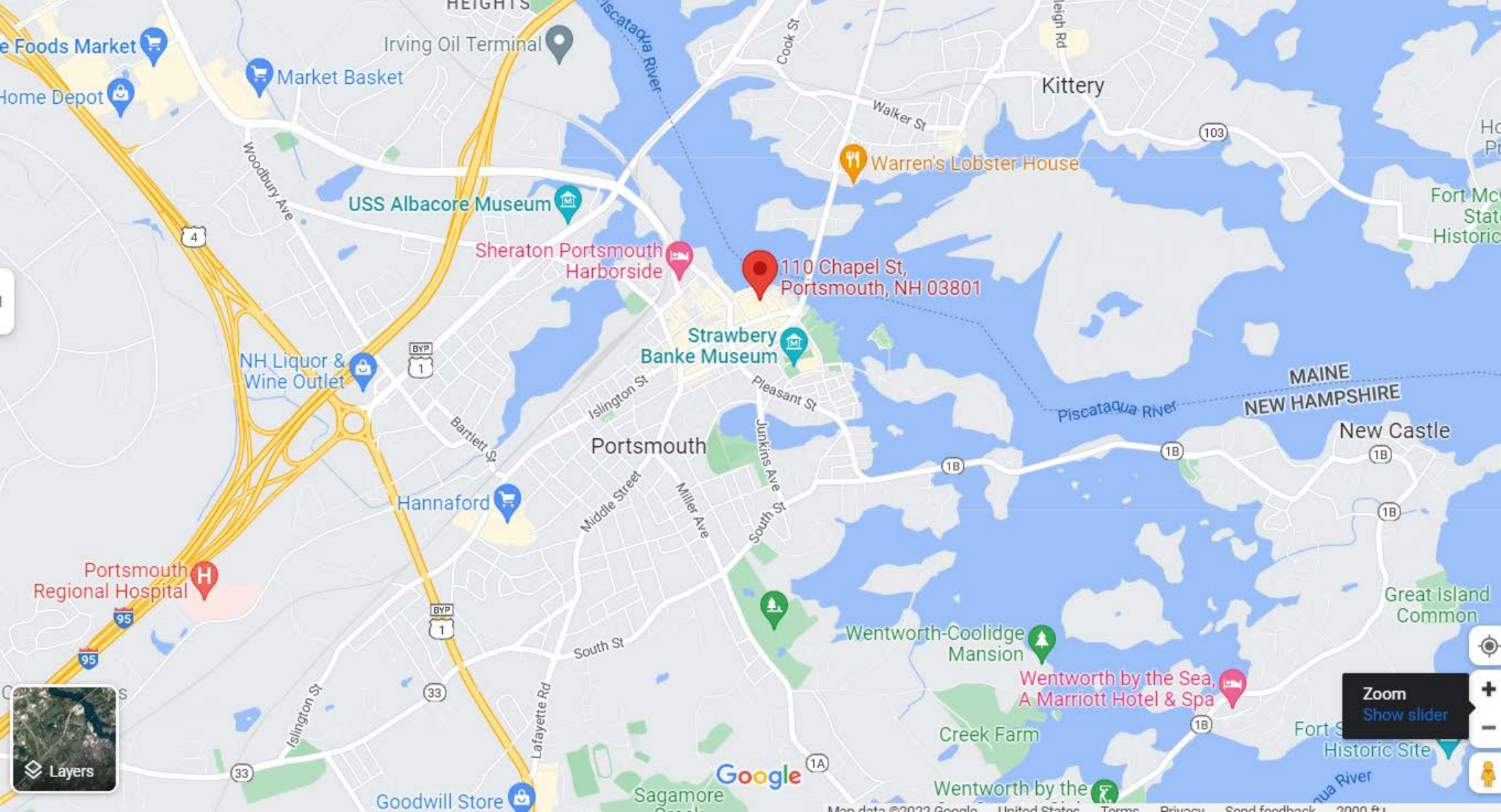
If receipt desired, please include self-addressed, stamped envelope.

**Account: 33088**

ROXYJAMES REALTY LLC  
20 WHITEHORSE DR  
RYE, NH 03870

20 0000318661 0000932500 8





Irving Oil Terminal

Market Basket

Kittery

USS Albacore Museum

Sheraton Portsmouth Harborside

110 Chapel St, Portsmouth, NH 03801

Warren's Lobster House

Strawbery Banke Museum

NH Liquor & Wine Outlet

MAINE  
NEW HAMPSHIRE

Portsmouth

New Castle

Portsmouth Regional Hospital

Hannaford

Wentworth-Coolidge Mansion

Wentworth by the Sea, A Marriott Hotel & Spa

Great Island Common

Creek Farm

Fort S... Historic Site

Google

Zoom  
Show slider



# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

**NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.**

1. SELLER: Roxy James Realty LLC

2. PROPERTY LOCATION: 110 Chapel Street, Portsmouth, NH 03801

3. CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?  Yes  No

4. SELLER:  has  has not occupied the property for 9 years.

### 5. WATER SUPPLY

Please answer all questions regardless of type of water supply.

a. TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other public water supply

b. INSTALLATION: Location: Chapel Street connection  
Installed By: Gobbi Date of Installation: 2013  
What is the source of your information? Contractor

c. USE: Number of persons currently using the system: 6  
Does system supply water for more than one household?  Yes  No

d. MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?  
Pump:  Yes  No  N/A Quantity:  Yes  No  
Quality:  Yes  No  Unknown

If YES to any question, please explain in Comments below or with attachment.

e. WATER TEST: Have you had the water tested?  Yes  No Date of most recent test NA  
IF YES to any question, please explain in Comments below or with attachment.  
Are you aware of any test results reported as unsatisfactory or satisfactory with notations?  Yes  No  
IF YES, are test results available?  Yes  No  
What steps were taken to remedy the problem? NA

COMMENTS: City of Portsmouth water supply  
No issues with the water supply system

### 6. SEWAGE DISPOSAL SYSTEM

a. TYPE OF SYSTEM: Public:  Yes  No Community/Shared:  Yes  No  
Private:  Yes  No  Unknown  
Septic Design Available:  Yes  No

b. IF PUBLIC OR COMMUNITY/SHARED  
Have you experienced any problems such as line or other malfunctions?  Yes  No  
What steps were taken to remedy the problem? NA

c. IF PRIVATE:  
TANK:  Septic Tank  Holding Tank  Cesspool  Unknown  Other NA  
Tank Size NA Gal.  Unknown  Other NA  
Tank Type  Concrete  Metal  Unknown  Other NA  
Location: NA  Location Unknown Date of Installation: NA  
Date of Last Servicing: NA Name of Company Servicing Tank: NA  
Have you experienced any malfunctions?  Yes  No  
Comments: NA

SELLER(S) INITIALS [Signature] / [Signature] BUYER(S) INITIALS [Signature] / [Signature]



PROPERTY DISCLOSURE - RESIDENTIAL ONLY
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TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 110 Chapel Street, Portsmouth, NH 03801

d. LEACH FIELD: [ ] Yes [x] No [ ] Other NA
IF YES, Location: NA Size: NA [ ] Unknown
Date of installation of leach field: Installed By: NA
Have you experienced any malfunctions? [ ] Yes [x] No
Comments: NA

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? [ ] Yes [x] No [ ] Unknown
IF YES, has a site assessment been done? [ ] Yes [x] No [ ] Unknown
Source of Information: NA
Comments: NA

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

Table with 7 columns: INSULATION, LOCATION, Yes, No, Unknown, If YES, Type, Amount, Unknown. Rows include Attic or Cap, Crawl Space, Exterior Walls, Floors, and NA.

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:
Are you aware of any past or present underground storage tanks on your property? [ ] Yes [x] No [ ] Unknown
IF YES: Are tanks currently in use? [ ] Yes [x] No
IF NO: How long have tank(s) been out of service? no known tanks
What materials are, or were, stored in the tank(s)? NA
Age of tank(s): NA Size of tank(s): NA
Location: NA
Are you aware of any past or present problems such as leakage, etc? [ ] Yes [x] No
Comments: NA
If tanks are no longer in use, have the tanks been removed? [ ] Yes [ ] No [x] Unknown
Comments: NA

b. ASBESTOS - Current or previously existing:
As insulation on the heating system pipes or ducts? [ ] Yes [x] No [ ] Unknown
In the siding? [ ] Yes [x] No [ ] Unknown In the roofing shingles? [ ] Yes [ ] No [x] Unknown
In flooring tiles? [ ] Yes [x] No [ ] Unknown Other NA [ ] Yes [x] No [ ] Unknown
If YES, Source of information: Prior Owner
Comments: NA

c. RADON/AIR - Current or previously existing:
Has the property been tested? [x] Yes [ ] No [ ] Unknown
If YES: Date: 11/2013 By: Unknown
Results: positive If applicable, what remedial steps were taken? remediation system in place
Has the property been tested since remedial steps? [x] Yes [ ] No
Are test results available? [ ] Yes [x] No
Comments: NA

SELLER(S) INITIALS [Signature] / [Signature]

BUYER(S) INITIALS [ ] / [ ]

# PROPERTY DISCLOSURE - RESIDENTIAL ONLY

New Hampshire Association of REALTORS® Standard Form



## TO BE COMPLETED BY SELLER

**PROPERTY LOCATION:** 110 Chapel Street, Portsmouth, NH 03801

**d. RADON/WATER - Current or previously existing:**

Has the property been tested?  Yes  No  Unknown

If YES: Date: NA By: NA

Results: NA If applicable, what remedial steps were taken? NA

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Comments: NA

**e. LEAD-BASED PAINT - Current or previously existing:**

Are you aware of lead-based paint on this property?  Yes  No

If YES: Source of information: Given the age of the building, lead based paint may have been used in the past

Are you aware of any cracking, peeling, or flaking lead-based paint?  Yes  No

Comments: NA

**f. Are you aware of any other hazardous materials?**  Yes  No

If YES: Source of information: NA

Comments: NA

## 9. GENERAL INFORMATION

**a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?**

Yes  No  Unknown If YES, Explain: NA

What is your source of information? NA

**b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?**

Yes  No  Unknown If YES, Explain: NA

What is your source of information? NA

**c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?**

Yes  No If YES, Explain: NA

**d. Are you aware of any problems with other buildings on the property?**  Yes  No

If YES, Explain: NA

**e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?**  YES  NO  UNKNOWN If YES, Explain: NA

NA

**f. Is this property located in a Federally Designated Flood Hazard Zone?**  Yes  No  Unknown

Comments: NA

**g. Has the property been surveyed?**  Yes  No  Unknown If YES, By: Unknown

If YES, is survey available?  Yes  No  Unknown

**h. How is the property zoned?** residential/commercial

**i. Heating System Age:** 2022 **Type:** furnace **Fuel:** gas **Tank Location:** NA

Owner of Tank: NA

Annual Fuel Consumption: \$1,968 per year **Price:** NA **Gallons:** NA

Date system was last serviced and by whom? Joy HVAC, August 2022

Secondary Heat Systems: Mitsubishi heating/cooling systems in each room on top three floors

Comments: Mitsubishi is the primary heating and cooling system for the top three floors

**j. Roof Age:** 2005 **Type of Roof Covering:** Asphalt Shingles

Moisture or leakage: none

Comments: NA

SELLER(S) INITIALS

JS / RS

BUYER(S) INITIALS

   /

**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
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**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 110 Chapel Street, Portsmouth, NH 03801

k. Foundation/Basement:  Full  Partial  Other: NA  Type: Stone  
Moisture or leakage: none  
Comments: NA

l. Chimney(s) How Many? 2 Lined? yes Last Cleaned: 2013 Problems? none  
Comments: radon mitigation system is vented through the chimney.

m. Plumbing Type: updated plumbing system installed in 2013 Age: 9 years  
Comments: updated system installed to code.

n. Domestic Hot Water: Age: 2022 Type: on demand Gallons: NA

o. Electrical System: # of Amps 220 and 400  Circuit Breakers  Fuses  
Comments: NA  
Solar Panels:  Leased  Owned If leased, explain terms of agreement: NA  
Comments: NA

The house has three electrical systems. One for the top three floors, one for the tenant apartment, and another for the radiant heat driveway.

p. Modifications: Are you aware of any modifications or repairs made without the necessary permits?  Yes  No  
If Yes, please explain: All renovations were done with Portsmouth permits and inspections.

q. Pest Infestation: Are you aware of any past or present pest infestations?  Yes  No Type: NA  
Comments: NA

r. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property?  
(Per RSA 477:4-g)  Yes  No If YES, please explain: NA

s. Air Conditioning: Type: Mitsubishi Units Age: 9 years Date Last Serviced and by whom: 2021, installer  
Comments: NA

t. Pool: Age: NA Heated:  Yes  No Type: NA Last Date of Service: NA  
By Whom: NA

u. Generator: Portable:  Yes  No Whole House:  Yes  No Kw/Size: NA Last Date of Service: NA  
If Portable:  Included  Negotiable  
Comments: NA

v. Internet: Type Currently Used at Property: Comcast/Xfinity

w. Other (e.g. Alarm System, Irrigation System, etc.) Alarm system for the top three floors plus alarm for the fire prevention system  
Comments: NA

**NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.**

SELLER(S) INITIALS [Signature] / [Signature]

BUYER(S) INITIALS [Signature] / [Signature]

**PROPERTY DISCLOSURE - RESIDENTIAL ONLY**  
New Hampshire Association of REALTORS® Standard Form



**TO BE COMPLETED BY SELLER**

**PROPERTY LOCATION:** 110 Chapel Street, Portsmouth, NH 03801

**10. ADDITIONAL INFORMATION**

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes  No

b. ADDITIONAL COMMENTS:

The entire house was renovated in 2013. The electrical, plumbing, heating, cooling, and sprinkler system were updated. New flooring was installed in areas where the old wide pine flooring could not be saved. However, much of the original wide pine flooring remains (sanded and refinished). New storm doors were installed

The top three floors were outfitted with a new kitchen and new bathrooms on all three floors. New skylights were installed in 2013.

The radon mitigation system was installed in 2013.

The attic was rebuilt in 2013 and offers ample storage space.

New fencing was installed in 2015.

The patio and driveway were upgraded with new pavers and a radiant heating system in 2015...eliminating snow removal in winter. The system has worked to perfection.

The tenant's apartment was renovated in 2013. The unit has a new stove, refrigerator, and dish washer. And, a bathroom upgrade was done in 2020.

The furnace was replaced in August 2022. And, the exterior trim was refreshed in September 2022. The house has clapboard siding that is covered with vinyl siding.

There is a trash/recycling structure that was installed in 2019, for aesthetic purposes and cleanliness.

There is on-site parking available for eight cars, and there is ample public parking available on Chapel Court.

Note: the Compass Rose exterior sign and stained glass on the second floor will remain property of the seller.

**ACKNOWLEDGEMENTS:**

**SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.**

**SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).**

*James O'Donoghue*  
dotloop verified  
10/10/22 11:47 AM EDT  
KV1W-ZOY2-2JQ4-45C6  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

*Roxanne O'Donoghue*  
dotloop verified  
10/11/22 2:13 PM EDT  
SK0P-WOCA-XIBF-0MHW  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.**

\_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER(S) INITIALS JO / RO

BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES

This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 110 Chapel Street, Portsmouth, NH 03801

### Lead Warning Statement

Every purchaser of any interest in residential 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.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

NA

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

NA

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgement (initial)

(c)  Purchaser has received copies of all information listed above.


(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  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


(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgement (initial)

(f)  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.

### Certification of Accuracy

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


 dotloop verified 10/01/22 6:15 PM EDT FCNH-8G8F-TQOR-NJG4

Seller Date

Purchaser Date

 dotloop verified 10/11/22 2:23 PM EDT XT5W-AFFL-J4R6-QQHV

Agent Date

 dotloop verified 10/11/22 2:19 PM EDT XAKJ-C2BV-EU5L-G6PE

Seller Date

Purchaser Date

Agent Date

# Lead-Based Paint


## LEAD WARNING STATEMENT


*Every purchaser of any interest in residential property on which a residential dwelling has 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 your 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 on inspection for possible lead-based paint hazards is recommended prior to purchase.*


**For more information about lead paint please call or email the Auction Company to receive an informational booklet or open the following hyperlink.**

[Click here](#)

**Protect  
Your  
Family  
From  
Lead in  
Your  
Home**

 United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

September 2013

## LEASE

This Lease is entered into by and between **RoxyJames Realty, LLC**, a New Hampshire limited liability company, of 20 White Horse Drive, Rye, NH 03870 ("Lessor"), and **Compass Rose Investments, LLC**, a New Hampshire limited liability company, of 110 Chapel Street, Portsmouth, NH 03801 ("Lessee"), and shall be effective upon the Closing Date (the "Effective Date") under the Membership Interest Sale Agreement entered into by and between Beck Bode, LLC and James M. O'Donoghue, Trustee of The James M. O'Donoghue Revocable Trust of 2012, and Karen A. O'Donoghue and Todd Wayne Cadle, Trustees of the K & T Family Trust.

**1. Premises.** Lessor leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth in this lease agreement, the premises known as 110 Chapel Street, Portsmouth, NH 03801, as more fully described and detailed on **Exhibit A**. The above-described real property and the building and other improvements are referred to as the "Premises".

**2. Term.**

A. The term of this lease agreement shall commence on the Effective Date and shall continue until June 30, 2025 ("Initial Term"), unless sooner terminated pursuant to the provisions of this lease agreement.

B. **Extended Lease Term.** The parties may, upon mutual written agreement, extend this Lease beyond the Initial Term provided in 2. A. on the following conditions:

(a) If the parties mutually agree in writing, and Lessee is not in default under the Lease, this Lease may be extended for one additional four (4) year term. The extended term will begin on the day following the expiration date of the Initial Term specified in 2. A. But if, at the date the Initial Term expires, Lessee is in default beyond any grace period provided in this Lease in performing any of the terms of this Lease, the remaining option is void. All of the terms and covenants of this Lease apply to the extended lease term.

(b) If Lessee wishes to extend this Lease, it must give Lessor notice of its wish to do so not later than 180 days before the expiration of the Initial Term. Notice must be sent by certified or registered mail to Lessor at the address provided in Section 23 and must be postmarked no later than the latest date provided in this section for Lessee's exercising the option. Lessor must agree in writing to such extension.

**3. Rent.**

A. Commencing on the Effective Date Lessee shall pay to Lessor as rent for the Premises annual rent of One Hundred Seven Thousand Six Hundred Ten and 00/100 Dollars (\$107,610.00) in twelve (12) monthly installments of Eight Thousand Nine Hundred Sixty-Seven and 50/100 Dollars (\$8,967.50) (the "Rent"), in advance, on the first day of each month for the

term through June 30, 2022. Commencing upon July 1, 2022, and annually thereafter, the Rent shall be adjusted annually, by an additional three percent (3%) above the prior year's Rent.

B. Rent for any period that is for less than one (1) month shall be a pro rata portion of the monthly installment.

C. Rental shall be payable without notice or demand and without deduction, offset, or abatement to Lessor at 20 White Horse Drive, Rye, NH 03870 (or to such other persons or at such other places as Lessor may designate in writing). Lessor shall provide a receipt upon request documenting the rental payment.

#### **4. Operating Expenses.**

**4.1. Real Estate Taxes.** Lessor shall pay when due any and all general and special real estate taxes assessed against the Premises.

**4.2. Lessee's Obligation to Pay for Operating Expenses.** Lessee shall timely pay any and all utility providers and/or vendors directly for any utilities consumed on the Premises, including without limitation, internet, telephone, cable, fire alarm system, burglar alarm system, cleaning, janitorial and supplies and waste removal expenses attributed to the Premises. Lessee shall timely respond to any notifications and alarms from the fire alarm system and the burglar alarm system.

**4.3. Lessor's Obligation to Pay for Operating Expenses.** Lessor shall timely pay for the following utilities consumed on the Premises, water, sewer, electricity, pest control, window cleaning, exterior wells, landscaping and maintenance of grounds, snow and ice removal expenses attributed to the Premises. Lessor reserves the right to charge Lessee for any use of utilities by Lessee that exceeds rates of use typical for office space of similar size to the Premises.

**5. Late Charges.** Without limiting any other remedy provided for herein, in the event of a default by Lessee hereunder, if a payment of Rent under Section 3, above, is not made within five (5) days of its due date Lessee shall pay a late rental fee of five percent (5%) of the amount due. In addition, payments of Rent under Section 3, above, which are overdue by five (5) days or more shall, to the extent permitted by law, also bear interest from due date until paid of 1<sup>1/2</sup> % month compounded daily, which Lessee agrees to pay on demand.

#### **6. Use.**

A. The Premises shall be used and occupied only for a financial planning services business, including general office space, file storage, related activities.

B. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the building.



C. Lessee will not commit or allow to be committed any waste on the Premises, or any public or private nuisance or other thing that disturbs the quiet enjoyment of any other tenant in the building.

D. Lessee shall comply with all laws relating to the use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Lessor for the safety, care, and cleanliness of the Premises and the building, and for the preservation of good order in the building.

E. If Lessee fails to comply with the requirements of this section, then Lessor shall be entitled to pursue any of the remedies provided in this Lease.

**7. Lessor's Obligation to Repair.**

A. Except for damage caused by the negligence or intentional act or omission of Lessee, Lessee's agents, employees, contractors, invitees, or licensees, Lessor, at Lessor's expense, shall keep in good order and condition and make structural repairs to the perimeter walls (excluding plate glass, windows, and doors), roof, bearing structure, and foundation of the building, provided that any such repair necessitated by fire or other casualty shall be made only in accordance with the provisions set forth in Section 14 of this Lease. Subject to the provisions of Sections 8, 12 and 14, Lessor, at Lessor's expense, shall keep every part of the Premises in good repair, including, but not limited to, air conditioning equipment or any components of such equipment, plumbing, and any mechanical or electrical apparatus.

B. It is specifically agreed that Lessor will not be required to make any repairs necessitated by reason of the negligence or default of Lessee, or Lessee's employees, agents, or licensees.

**8. Lessee's Maintenance and Repair Obligations.** Lessee, at Lessee's expense, shall be required to make any repairs necessitated by reason of negligence, misconduct or default of Lessee, or Lessee's employees, agents, licensees, or invitees. At the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as when received by Lessee from Lessor or as subsequently improved, reasonable use and wear excepted.

**9. Alterations and Additions.**

A. Lessee shall not, without Lessor's prior, express, and written consent, make any alterations, additions, or improvements to the Premises. As a condition to giving such consent, Lessor may require that Lessee remove any such alterations, additions, or improvements at the expiration of the term and restore the Premises to their prior condition.

B. Lessee shall not permit any mechanics' or material suppliers' liens to be filed against the Premises, and shall hold Lessor harmless from any damage, loss, or expense arising out of any such work in, on, or about the Premises.

C. All alterations, improvements, and additions on and to the Premises by Lessee shall be done in compliance with all applicable governmental codes and regulations.

D. At the option of Lessor, all alterations, improvements, or additions that may be made on or to the Premises shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term of this Lease, provided, however, that Lessor may not be entitled to such alterations, improvements, or additions unless Lessor had advised Lessee that Lessor was exercising that option prior to Lessee's committing to the making of the alteration, improvement, or addition.

E. Lessee's machinery, equipment, and trade fixtures, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions set forth in Section 8 of this Lease.

**10. Lessor's Lender's Right to Enter.** Lessor hereby grants to its Lender(s) ("Lender"), the right to enter the Premises for the purposes of protecting, securing, valuing, inspecting, assessing, removing, selling, or other actions consistent with Lender's ability to protect or liquidate its collateral located in and on the Premises.

**11. Waiver of Subrogation.** Lessee and Lessor each waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other for loss of or damage to such waiving party or its property or the property of others under its control for the loss or damages insured against under any insurance policy in force at the time of the loss or damage.

**12. Indemnification.**

A. **Lessee's Indemnity.** Subject to the provisions of Section 11, Lessee shall defend, indemnify and hold harmless Lessor and its members and managers ("Lessor Indemnitees") against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) incurred by Lessor Indemnitees to the extent resulting from (i) Lessee's use of the Premises; (ii) the willful or negligent act or omission of Lessee, or its contractors, agents, employees, owners, officers or partners; (iii) the conduct of Lessee's business or any activity, work or things done, permitted or suffered by Lessee; or (iv) Lessee's breach of this Lease.

B. **Lessor's Indemnity.** Subject to the provisions of Section 11, Lessor shall indemnify and hold harmless Lessee against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees, and costs of litigation) incurred by Lessee to the extent resulting or arising from any willful or negligent act or omission of Lessor, or its contractors, agents, employees, owners or officers.

**13. Insurance.**

A. **Lessee's Insurance.** Lessee shall maintain: (i) Commercial General Liability Insurance applicable to the Premises and its appurtenances with limits of at least \$1,000,000 per occurrence, \$500,000 property damage, and \$2,000,000 in the aggregate (which limits can be accomplished with a combination of a primary general liability policy and an umbrella policy or a single general liability policy); (ii) fire insurance, with extended coverage, vandalism, malicious mischief and theft, and mysterious disappearance endorsements and without co-insurance, covering Lessee's personal property within the Premises and all additions, alterations, and leasehold improvements made by or for Lessee on the Premises, in the amount of their full replacement value; and (iii) workers' compensation insurance covering all employees or other personnel with limits required from time to time by applicable state law (collectively, "Lessee's Insurance"). Lessee shall provide Lessor with one or more certificates of insurance evidencing Lessee's Insurance within ten (10) business days after the Effective Date, and thereafter upon reasonable written request therefor received from Lessor.

B. **Lessor's Insurance.** Lessor shall maintain Property and Casualty Insurance written on an All Risk or Special Cause of Loss Form, covering loss or damage to the Premises and related improvements on the Premises.

**14. Damage or Destruction.**

A. In the event the Premises are damaged to such an extent as to render them untenable in whole or in substantial part, or are destroyed, it shall be optional with Lessor to repair or rebuild them.

B. On the happening of any such damage or destruction, Lessee shall give Lessor or Lessor's agent immediate written notice.

C. Lessor shall have not more than ten (10) days after the date of such notification to notify Lessee in writing of Lessor's intention to repair or to rebuild the Premises, or the part so damaged. If Lessor elects to repair or rebuild the Premises, Lessor shall prosecute the work of repairing or rebuilding without unnecessary delay. During such period, the Rent of the Premises shall be abated in the same ratio that the part of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises.

D. If Lessor shall fail to give the notice specified above, Lessee shall have the right to declare this Lease terminated by written notice to Lessor.

E. In the event the building in which the Premises are located shall be damaged (even though the Premises shall not be damaged) to such extent that in the opinion of Lessor it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with Lessor to terminate this Lease by written notice served on Lessee within thirty (30) days after the damage or destruction.

**15. Signs.** Lessee shall be entitled to maintain signs on the front of the building and about the Premises with the prior written consent of Lessor provided Lessee has received all necessary municipal permits for such sign.

**16. Liens and Insolvency.** Lessee shall keep the Premises and the building free from any liens arising out of any work performed, materials ordered, or obligations incurred by Lessee. Lessee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature on, or in any manner bind, the interest of Lessor in the Premises or to charge the rentals payable under this Lease for any claim in favor of any person dealing with Lessee, including those who may furnish materials or perform labor for any construction or repairs. Each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Lessee under this Lease.

**17. Defaults.**

A. If Lessee shall violate or fail to keep or perform any covenant, agreement, term, or condition of this Lease at the time designated, or if Lessee is in default or violation of a term of this Lease for which no specific time is designated and the default or violation shall continue or shall not be remedied within thirty (30) days after notice in writing is given by Lessor to Lessee specifying the matter claimed to be in default, or if Lessee receives such notice and cures a default and then commits the same default within the next twelve (12) months, then Lessor, at its option, may immediately declare Lessee's rights under this Lease terminated. Lessor may then reenter the Premises, using such force as may be necessary, and repossess the Premises, and remove all persons and property from the Premises.

B. With respect to any default that cannot be cured within thirty (30) days, however, Lessor shall not terminate this Lease if Lessee within the thirty (30) day period takes all necessary steps to cure the default and then continuously exercises due diligence to cure the default.

C. In spite of any re-entry pursuant to the provisions of this section, the liability of Lessee for the full rental provided for in this Lease shall not be extinguished for the balance of the term. Lessee shall make good to Lessor any deficiency arising from a reletting of the Premises at a lesser rental, plus the costs and expenses of renovating or altering the Premises, costs, and expenses of reletting the Premises, and reasonable attorney fees and costs incurred in terminating this Lease and securing a new tenant. Lessee shall pay any such deficiency each month as the amount of the deficiency is ascertained by Lessor.

D. **Notice to Lessor's Lenders.** If Lessee shall violate or fail to keep or perform any covenant, agreement, term, or condition of this Lease at the time designated, or if Lessee is in default or violation of a term of this Lease for which no specific time is designated, Lessor shall provide notice of such violation, failure and or default in writing to Lessor's Lenders. Such notice will contain the name of the Lessor as well as the loan numbers. If Lessee fails to cure any default within the time specified in this Lease, or if Lessee commits the same default within the next twelve (12) months, then Lessor will provide Lender a reasonable opportunity to cure any such default prior to terminating this Lease, which opportunity shall be a minimum of thirty (30) days after receipt of notice of Lessee's failure to cure any such default or an opportunity to take

possession of the Premises pursuant to the terms of this Lease, for a period of time sufficient to secure and liquidate its collateral, such choice of action being in the Lender's sole discretion.

**18. Priority.** Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time in the future constituting a lien upon the Premises or the building containing the Premises, and to any and all advances to be made under such mortgages or deeds of trust, and to the interest on such advances, and all renewals, replacements, and extensions of such mortgages or deeds of trust; provided, however, that the mortgagees or the beneficiaries named in the deeds of trust shall agree to recognize this Lease in the event of foreclosure if Lessee is not in default under this Lease and if Lessee attorns to the mortgagees or beneficiaries. Within fifteen (15) days after written request from Lessor, Lessee shall execute any documents that may be reasonably necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Lessor in the standard form of any such mortgagee or beneficiary.

**19. Nonwaiver.**

A. Waiver by either party of any breach of any term, covenant, or condition in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained in this Lease.

B. The subsequent acceptance of Rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting Rent.

**20. Surrender of Possession.** Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender the Premises to Lessor.

**21. Holding Over.** If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, the tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of New Hampshire. During such tenancy, Lessee agrees to pay Lessor 150% of the rate of rental as set forth in this Lease, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions specified in this Lease, so far as applicable.

**22. Condemnation.**

A. If all of the Premises or any portion of the building as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall terminate automatically as of the date Lessee is required to vacate or will be deprived of the reasonable use of the Premises and all rentals shall be paid to that date.

B. In the event of a taking of a part of the Premises, Lessee may, at its election, terminate this Lease by notice in writing to Lessor within sixty (60) days after the receipt by Lessee

of written notice of the proposed taking. Any such notice by Lessee to Lessor shall be effective on a date that shall be specified by Lessee in the notice, but shall be no later than sixty (60) days after the date of the giving of notice. If, within such sixty (60) day period, Lessee does not exercise its right to terminate this Lease because of a taking of part of the Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date that possession of such part is delivered to the condemning authority.

C. Lessor reserves all rights to damages to the Premises for any taking by eminent domain, and Lessee assigns to Lessor any right Lessee may have to such damages or award. Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or for interference with Lessee's business. Lessee shall have the right, however, to claim and to recover from the condemning authority compensation for any loss to which Lessee may incur for Lessee's moving expenses and for the interruption of or damage to Lessee's business, provided, however, that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor.

**23. Notices.** All notices, demands, or other writings required by this Lease, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified or registered and postage prepaid, and addressed as follows:

**To Lessor:** RoxyJames Realty, LLC  
Attention: Roxanne J. O'Donoghue, Manager  
20 White Horse Drive  
Rye, NH 03870

**To Lessee:** Compass Rose Investments, LLC  
Attention: Benjamin Beck, Manager  
110 Chapel Street  
Portsmouth, NH 03801

The address to which any notice, demand, or other writing may be sent to any party as above provided may be changed by written notice given by such party as provided above.

**24. Paragraph Headings.** The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

**25. Lessor's Consent.** Whenever Lessor's consent is required under the terms of this Lease, such consent shall not be withheld unreasonably.

**26. Assignment and Subletting.** Lessee shall not assign this Lease nor sublet the whole or any part of the Premises without first obtaining Lessor's written consent, except Lessee may

assign all or part of its rights and obligations under this agreement to a business entity of which Lessee is a principal owner.

**27. Removal of Property.**

A. If Lessee shall fail to remove any of its property of any nature from the Premises or the building at the termination of this Lease, or when Lessor has the right of reentry, then Lessor may, at its option, remove and store such property without liability for loss of or damage to such property, such storage to be for the account and at the expense of Lessee.

B. In the event Lessee shall not pay the cost of storing any such property after it has been stored for a period of sixty (60) days or more, Lessor may, at its option, sell, or permit to be sold, any or all of the property at public or private sale, in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to Lessee, and shall apply the proceeds of the sale as follows: first, to the cost and expense of the sale, including reasonable attorney fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money that may then be or subsequently become due Lessor from Lessee under any of the terms of this Lease; and fourth, the balance, if any, to Lessee.

**28. Binding Effect.** This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

**29. Lessor's Access.** Lessor and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting them, showing them to prospective purchasers or lenders, and making such repairs as Lessor may deem necessary or desirable.

**30. Acceptance of Premises.** Lessee accepts the Premises "as is" and in their present condition and subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Premises, and accepts this Lease subject to such laws, ordinances, and regulations.

**31. Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

**32. Modification.** Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**33. Governing Law.** It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire.

**34. Disputes.** The parties hereto agree that any dispute concerning the subject matter of this Agreement shall be resolved only by litigation in the business court division of the Rockingham County, New Hampshire Superior Court. Both parties expressly agree to submit to such

jurisdiction and venue for all purposes hereunder. The prevailing party in any arbitration proceeding shall be entitled to an award of its reasonable costs of mediation and arbitration, including reasonable attorney's fees.

**35. Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Each party to this agreement has caused it to be executed on the date indicated below.

**LESSOR: ROXYJAMES REALTY, LLC**

\_\_\_\_\_  
Witness

By: DocuSigned by:  
*Roxanne O'Donoghue* 7/1/2021  
CF30471C9267444...  
Roxanne J. O'Donoghue, Manager  
Duly Authorized

**LESSEE: COMPASS ROSE INVESTMENTS, LLC**

\_\_\_\_\_  
Witness

By: DocuSigned by:  
*Benjamin Beck, Managing Partner* 6/30/2021  
F1C49D04B21A48C...  
Benjamin Beck, Manager  
Duly Authorized

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## **EXHIBIT A**

### **Description of the Property**

The land and buildings located at 110 Chapel Street, Portsmouth, NH; specifically and only consisting of the top three floors of the building at 110 Chapel Street. Lessee shall not have access to the basement apartment, nor the attic of the building, except in the case of a safety emergency involving the attic, in which case the Lessee shall immediately notify the Lessor. Lessee shall have the use, in common with other tenants, of the parking area, patio and porch.

## OPTION TO TERMINATE LEASE AGREEMENT

This Option to Terminate Lease Agreement (“**Agreement**”) is entered into by and between **RoxyJames Realty, LLC**, a New Hampshire limited liability company with a principal office address of 20 White Horse Drive, Rye, NH 03870 (“RoxyJames”), and **Compass Rose Investments, LLC**, a New Hampshire limited liability company, of 110 Chapel Street, Portsmouth, NH 03801 (“Lessee”). RoxyJames and Lessee, as applicable, may be referred to hereinafter collectively as “Parties” and individually as “Party.”

### Recitals

RoxyJames owns the premises known as 110 Chapel Street, Portsmouth, New Hampshire 03801 (“Premises”);

The RoxyJames and Lessee entered into a Lease Agreement on or about July 1, 2021 (“Lease”), with a Term of July 1, 2021 through June 30, 2025 (“Term”);

RoxyJames has elected to sell the Premises at auction scheduled for November 2, 2022 (the “Auction”), and by way of this Agreement, Lessee agrees to grant to RoxyJames the option to terminate the Lease upon the execution of a purchase and sale agreement (“P&S Agreement”) between RoxyJames and a purchaser (“Purchaser”) of the Premises chosen at the Auction, and upon the terms set forth below.

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RoxyJames’ Option to Terminate. Upon the execution of the P&S Agreement between RoxyJames and the Purchaser of the Premises at the Auction, RoxyJames shall have the one time right to terminate the Lease by giving Lessee three (3) full months’ prior written notice of termination by registered or certified mail, or overnight courier, to the address specified above for Lessee. This option to terminate shall be considered exercised upon RoxyJames providing the required notice. In such event, this Lease shall terminate on the date specified for termination in such notice (“Termination Date”), as if that were the date originally fixed herein for the expiration of the term. Lessee shall thereupon surrender the Premises in accordance with the terms of this Agreement. Sections 2 through 6 of this Agreement shall be applicable only upon RoxyJames exercising its option to terminate under this Section 1. RoxyJames anticipates that it will close on the sale of the Premises to Purchaser on or before December 31, 2022 (“Closing Date”), at which time Purchaser shall assume the Lease, subject to the terms of this Agreement. For the avoidance of doubt, the aforesaid option to terminate, if not sooner exercised, shall expire on the Closing Date.

2. Vacating Premises. Lessee agrees that on or before the Termination Date, Lessee shall vacate and surrender possession of the Premises to Purchaser, and Lessee shall remove all of its personal property from the Premises on or before the Termination Date and leave the Premises in broom-clean condition. Lessee shall schedule a meeting with a representative, or designee, of RoxyJames for a joint walk-through of the Premises during normal business hours on the earlier

of the Termination Date or the date the Lessee vacates the Premises to ensure compliance with this Section. Lessee shall on demand execute and deliver to RoxyJames and Purchaser a written surrender in recordable form. Lessee shall permit RoxyJames to remove all of RoxyJames' personal property located on the Premises, specifically including such property identified on Schedule 11.4 of the Membership Purchase Agreement dated July 30, 2021, as well as the exterior hanging sign at the Premises, within the ten (10) day period prior to the earlier of the date Lessee vacates the Premises or the Termination Date.

3. Compliance with Payment Obligations. Lessee shall pay prior to the Termination Date, all Rent and Operating Expenses due through the Termination Date, which amount may at RoxyJames' request be prorated between RoxyJames and Purchaser based upon the Closing Date of the P&S Agreement.

4. RoxyJames' Inspection of Premises. After Lessee vacates the Premises on or before the Termination Date, RoxyJames will inspect the Premises and verify that Lessee has fulfilled all of its obligations under the Lease and under this Agreement as of the Termination Date

5. Moving Expenses. Upon Lessee vacating the Premises, as required under Section 2, above, and Lessee otherwise complying with the other terms of this Agreement, RoxyJames shall reimburse Lessee's moving expenses incurred in relocating its business to a new location up to a maximum of \$15,000.00 ("Moving Expenses"). Prior to payment of such Moving Expenses, and as a condition thereto, Lessee shall provide RoxyJames with copies of paid invoices documenting such Moving Expenses. RoxyJames shall only reimburse up to the maximum amount of the Moving Expenses properly documented.

6. Survival. Notwithstanding anything to the contrary herein or in the Lease, all obligations of Lessee under this Agreement and the Lease not fully performed as of the Termination Date shall survive beyond the Termination Date, including without limitation all payment obligations set forth in Section 3, above, all Repair Costs, and any other obligations concerning the condition and repair of the Premises.

7. Successors and Assigns. All covenants and agreements herein shall bind and inure to the benefit of the respective successors, assigns, representatives, employees, transferees, directors, officers, attorneys, parent companies, subsidiaries, divisions, partners, and joint ventures of the Parties hereto.

8. Attorney's Fees. Each Party shall bear its own costs and attorneys' fees incurred in connection with this Agreement. If any Party hereto shall bring an action against any other Party hereto, or otherwise seek to enforce this Agreement, by reason of the breach of any covenant, warranty, representation, or condition of this Agreement, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing Party in such suit shall be entitled to its costs of suit and attorney's fees.

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

10. Entire Agreement; Electronic Signatures. This Agreement and the Lease are the entire agreement and understanding between and among the Parties relating to the subject matters therein contained. No Party has relied upon any other communication whatsoever in entering into this Agreement. Each Party understands and agrees that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except in writing, duly executed by each of the Parties to this Agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission, by electronic mail, or by any other electronic means, or by combination of such means shall constitute effective execution and delivery of this Amendment. This Agreement shall be governed by the laws of the State of New Hampshire.

11. Savings Clause. In the event that any provision of this Agreement is deemed unlawful or unenforceable by any Court of competent jurisdiction, such provision shall be stricken from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

The Parties hereto have duly executed this Agreement on the date(s) set forth below:

**ROXYJAMES REALTY, LLC**

Dated: 10/16/2022

DocuSigned by:  
By: Roxanne J. O'Donoghue  
CF3047168267444...  
Roxanne J. O'Donoghue, Manager, Duly Authorized

**COMPASS ROSE INVESTMENTS, LLC**

Dated: 10/15/2022

DocuSigned by:  
By: Benjamin Beck  
C590D8F408E0495...  
Benjamin Beck, Manager, Duly Authorized

# *RoxyJames Realty, LLC*

20 White Horse Drive, Rye, N. H. 03870

978-457-6330

## RESIDENTIAL LEASE

LEASE AGREEMENT, entered into between **RoxyJames Realty, LLC**, a New Hampshire limited liability company, of 20 White Horse Drive, Rye, NH, 03870 (collectively "Landlord"), and **Brenna Woodman and Corey Butterworth**, individuals with an address of 110 Chapel Street, Portsmouth, NH 03801 ("Tenant").

For good consideration it is agreed between the parties as follows:

1. **Location and Occupancy:** Landlord hereby leases and lets to Tenant the apartment described as follows: one level basement apartment with two bedrooms, kitchen, living room, and one bath located at 110 Chapel Street, Portsmouth, NH 03801 (the "premises"). Occupancy is limited to above tenants. Two parking spaces shall be designated by Landlord for Tenant's use at 110 Chapel Street during the evening hours after 5:00 PM on weekdays and all day Saturday and Sunday. During the weekday hours of 8:30 AM to 5:00 PM, one parking space shall be designated for Tenant's use.

2. **Term:** This lease shall commence on April 1, 2022, the "Effective Date") and shall continue until March 31, 2023, unless otherwise terminated.

3. **Rent and Insurance:** Tenants shall pay Landlord the monthly rent of \$2034.00, payable monthly and due on the 1<sup>st</sup> day of each month in advance. If the Landlord does not receive the monthly rental within five days after it is due each month, Tenant shall be assessed a late fee of \$40.00 and an additional 3% interest per month on outstanding rent owed. It is strongly recommended that Tenant obtain renter's insurance. The Landlord shall not maintain insurance covering loss to Tenant's personal property and shall not be responsible for any loss resulting to Tenant's personal property.

4. **Security Deposit:** On the execution of this lease, the Tenant, Brenna Woodman, shall deposit with Landlord the sum of \$1200.00, and Tenant, Corey Butterworth, the sum of \$1800.00 receipt of which are acknowledged by Landlord, as security for the faithful performance by Tenant of the terms of this Agreement, which shall bear interest, be kept separately, and shall be returned to Tenant within thirty days of the peaceful termination of this lease and surrender of possession, less any deductions permitted by law.

The Tenant shall be responsible for conducting an inspection of the premises within five (5) days of the commencement day of this Lease. In the event that there is any damage existing to the premises on the commencement date of this Lease, the Tenant shall provide the Landlord with an itemized list detailing said damage. The Landlord shall conduct an inspection of the premises subsequent to the Tenant's moving out of the premises in order to determine what damage, if any, was done to the leased premises. Any damages discovered by the Landlord will be assumed to have been caused by the Tenant unless the Tenant had detailed the damage on the itemized list presented at the commencement of the Lease.

5. **Utilities and Services:** Rent shall cover heat, electricity and water usage by Tenant at the premises. Tenant shall pay for all other utilities, including but not limited to, internet, cable, and telephone usage. The Tenant is responsible for putting their trash in the designated area for trash

removal. The Landlord shall pay all real estate taxes. Tenant agrees to keep the temperature in all heated parts of the premises at a minimum of 55 degree Fahrenheit. Tenant will be responsible for snow and ice removal in Tenant's parking areas and the access in and out of the premises.

6. **Tenant further agrees that:**

a) **Condition of Premises:** Upon the expiration of the Lease Tenant shall return possession of the leased premises in its present condition, reasonable wear and tear, fire casualty excepted. Tenant shall commit no waste to the leased premises.

b) **Assignment or Subletting:** Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.

c) **Alterations:** Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.

d) **Compliance with Law:** Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises. Tenant further agrees that neither the premises nor any part of the premises shall be used by Tenant at any time during the term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant abuse or infringe upon the rights of neighbors or other tenants in the building or property, if any, and will not carry on or permit any activities on the premises, which result in any noise or disturbance to any person. Tenant understands that the premises is located within a building where there is a commercial tenant who is operating a business. Tenant shall not cause any noise or disturbance of the other tenant's business or patrons.

e) **Tenant's Conduct:** Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums. In addition, Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises, or that might be considered hazardous by any responsible insurance company.

f) **Right of Termination and Re-Entry:** In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

7. **Damage to Premises:** If the leased premises, or any part of the premises, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act or that of Tenant's employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been un-tenantable. However, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of Tenant's employee, family, agent, or visitor to the extent that the landlord shall decide not to rebuild or repair, the term of this Agreement shall end and the rent shall be prorated up to the time of the damage.

8. **Maintenance and Repair:** Tenant accepts the premises in "as is" condition. Tenant will maintain the Premises in the same condition as they were at the commencement of the Lease (or as they may be improved during the term of the Lease) reasonable wear and tear accepted. Tenant will not permit the leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. Tenant shall notify Roxanne O'Donoghue/Landlord, if there are any maintenance issues.

Tenant's obligation for maintenance shall include:

- Snow and ice removal for tenant's parking spots and access to and from the premises.
- Replacement of any and all glass on the premises damaged during the terms of the lease.
- Tenant is responsible for the cost and damage from frozen water pipes if heat was off or left at a low setting. Tenant shall not attempt to thaw frozen water pipes and shall notify Landlord immediately if this should happen.
- All other items of routine maintenance not specifically delegated to Landlord under this Lease.

Landlord's obligation for maintenance shall include:

The roof, outside walls, and other structural parts of the building

Tenant agrees that no signs shall be placed or painting done on or about the leased premises by Tenant or at Tenant's direction without the prior, express and written consent of Landlord. Tenant shall not alter, add to or paint the premises, or bore any holes therein by drilling, nailing or otherwise, or fasten any furniture, equipment appliances or shelves to the premises, without Landlord's consent (other than hanging pictures with picture hooks where appropriate, which shall be filled in, spackled, smoothed over and repaired prior to the end of the lease).

9. **Animals:** Tenant shall keep no domestic or other animals on or about the leased premises without the prior, express, and written consent of Landlord.

10. **Subordination:** This Lease shall be subordinate to all present or future mortgages against the property.

11. **Display of Signs:** During the last thirty (30) days of this lease, Landlord or its agent shall have the right to display the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

12. **Indemnity and Liability:** Tenant hereby agrees to defend, indemnify and hold harmless Landlord against all loss, liability and expenses (including attorney's fees) arising out of or by reason of any violation of law, ordinance or regulation by Tenant or Tenant's agents, guests, family, invitees or licensees, or by reason of any injury, death or damage however occurring to any person or persons or to any property of any kind from any cause in any way connected with the use, occupancy or activity of Tenant or Tenant's agents, guests, family, invitees or licensees in or about the Premises.

Landlord shall not be liable for any damage done or occasioned by the electrical system, plumbing or sewer systems or heating system on the Premises nor for damages, including mold, occasioned by water coming from the roof or walls, nor for any damage arising from acts of negligence of occupants of any other portion of the building.

13. **Default:** In the event Tenant shall default in the payment of any installment of rent or any other sum herein specified, or the Tenant shall default in the observance or performance of any of the covenants or conditions hereunder, or the Tenant shall be declared bankrupt or insolvent according to law, then the Landlord shall have the right to reenter and take possession of the premises, to declare the term of this lease ended, and to remove the Tenant's effects, without prejudice to any remedies which might otherwise be available to Landlord for collecting arrears of rent or remedying any default. Tenant shall indemnify Landlord against all loss of rent and other payments, which Landlord may incur by reason of such termination during the residue of the term. If the Tenant shall fail to observe any covenant or condition hereunder, the Landlord, at his option, may remedy such default, without waiving its claims with respect thereto and Tenant agrees to indemnify Landlord against all of Landlord's damages and expenses in connection therewith.

14. **Binding of Heirs and Assigns:** Subject to the provisions of this lease against assignment of Tenant's interest under this lease, all lease provisions extend to and bind, or inure to the benefit of, the parties to this lease and to every heir, executor, representative, successor, and assign of both parties.

15. **Rights and Remedies Cumulative:** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

16. **Choice of Law:** This agreement is to be construed under New Hampshire law. All obligations of the parties created under this lease are performable in Rockingham County, State of New Hampshire.

17. **Legal Construction:** If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this lease, which will be construed as if it had never included the invalid, illegal, or unenforceable provision.

18. **Attorneys' Fees:** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

19. **Prior Agreements Superseded:** This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

20. **Personal Property:** In the event that at the termination of this Lease, including, but not limited to, termination for failure of the Tenant to perform as required hereunder, there remains personal property of the Tenant on the premises for a period exceeding 7 days after the date upon which the Tenant has vacated the premises, the Landlord is authorized to dispose of said property without giving any further notice of its intent to do so to the Tenant.

21. **Landlord's Access:** Landlord and its agents shall have the right to enter the premises at reasonable times for the purpose of inspecting them, showing them to prospective purchasers or lenders, and making such repairs as Landlord may deem necessary or desirable. Landlord shall provide Tenant with a minimum of twenty-four (24) hours of any such entry, unless such entry is required due to an emergency.

22. **Entire Agreement/Amendment:** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may only be modified or amended in writing, if the writing is signed by the party obligated under the amendment.



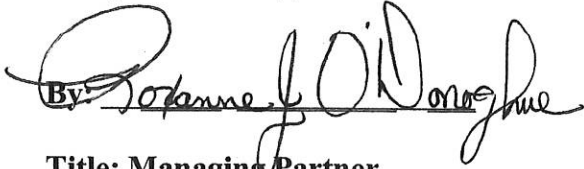
Signed this 1<sup>st</sup> day of March 2022.

IN WITNESS OF THIS AGREEMENT, the Landlord and Tenant execute this agreement as of the day and year first above written.

LANDLORD:

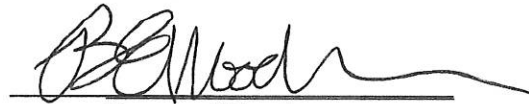
TENANTS:

RoxyJames Realty, LLC

By: 

Title: Managing Partner

Duly Authorized

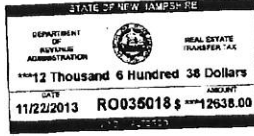


Brenna Woodman



Corey Butterworth

Prepared **MAIL TO**  
Wholey & Pelech Law Office  
55 Congress Street, Suite B  
Portsmouth, NH 03801



WARRANTY DEED

061169

KNOW ALL MEN BY THESE PRESENTS, That we, EDWARD N. WEISSMAN and MARGARET R. WEISSMAN, husband and wife, both of 110 Chapel Street, Portsmouth, County of Rockingham, State of New Hampshire, 03801, for consideration paid, grant to ROXYJAMES REALTY, LLC, a New Hampshire limited liability company having a business address of 22 Porter Street, Portsmouth, County of Rockingham, State of New Hampshire, 03801, WITH WARRANTY COVENANTS, the following described real estate:

PORTSMOUTH, NEW HAMPSHIRE

A certain parcel of land, with the buildings thereon, situate in said Portsmouth, bounded and described as follows, viz:

Beginning on Chapel Street at the corner of St. John's Court so-called now known as Chapel Court and running Southerly on Chapel Street 54 feet to land of or formerly of J. Morrill Martin; thence Westerly by land now or formerly of said Martin 69 feet to land now or formerly of the Goodrich estate; thence Northerly by land now or formerly of the Goodrich estate 54 feet to said Court; thence Easterly by said Court 72 feet to said Chapel Street.

Meaning and intending to convey the same premises conveyed to Edward N. Weissman, by deed dated October 28, 1980 and recorded in the Rockingham County Registry of Deeds at Book 2376, Page 0071. See also deed from Edward N. Weissman to Edward N. Weissman and Margaret R. Weissman, dated August 27, 1984 and recorded in the Rockingham County Registry of Deeds at Book 2508, Page 1667.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 18<sup>th</sup> day of November, 2013.

Witness

EDWARD N. WEISSMAN  
NHDL# 10WNE37271 exp. 10/27/16

Witness  
STATE OF FLORIDA  
COUNTY OF COLLIER

MARGARET R. WEISSMAN  
FLDL# W255576456430 exp. 4/23/21  
November 18<sup>th</sup>, 2013

Personally appeared the above-named EDWARD N. WEISSMAN and MARGARET R. WEISSMAN, and acknowledged the above instrument to be their free act and deed.  
Before me,



Notary Public  
My commission expires: 4/8/16

2013 NOV 22 PM 1:41

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

## REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): RoxyJames Realty LLC Street: 20 Whitehorse Drive City/State/Zip: Rye, NH 03870 Telephone #: _____	Buyer(s): _____ Street: _____ City/State/Zip: _____ Telephone #: _____
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2. Property:  Land  Land & Buildings  Condo  Other: \_\_\_\_\_  
 Street Address: 110 Chapel Street City/Town: Portsmouth  
 County: Rockingham State: New Hampshire  
 Also known as Tax Map 106, Lot 3, with deed recorded at the Rockingham County Registry of Deeds at Book 5496, Page 2647.

3. BID PRICE (HAMMER PRICE):	\$ _____
7% BUYER'S PREMIUM:	\$ _____
TOTAL PURCHASE PRICE DUE FROM BUYER:	\$ _____

INITIAL DEPOSIT 10% of total purchase price,  
 to be held by Paul McInnis LLC  
 Escrow Account, to be delivered to Paul McInnis, LLC  
 No later than November 3rd, 1:00 p.m.  
 Receipt of which is acknowledged  
 and is NON-REFUNDABLE, except as provided below: \$ \_\_\_\_\_

BALANCE DUE AT TRANSFER OF TITLE: \$ \_\_\_\_\_

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before December 16<sup>th</sup>, 2022 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the Rockingham County Registry of Deeds in Brentwood, NH on December 16<sup>th</sup> at 10:00 a.m.
5. Title shall be transferred by Warranty deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".

\_\_\_\_\_,  
 Seller

\_\_\_\_\_,  
 Buyer

6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$5,000 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: None.
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

- 
15. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

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.

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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer



## How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at [paulmcinnis.nextlot.com](http://paulmcinnis.nextlot.com) (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

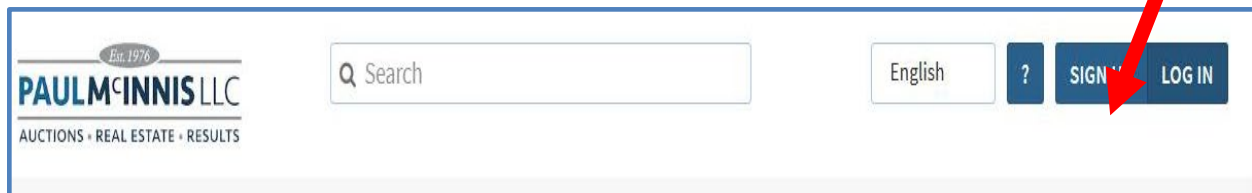
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, November 3rd at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$25,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST a digital payment platform. You may request this option by emailing [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com). Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, *NextLot*, by [clicking here](#).

As shown below, you will need to **"SIGN UP"** in the upper right-hand corner of your screen to register and create your *NextLot* online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your *NextLot* account.



Please contact the auction office with any questions  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or (603) 964-1301



1 Juniper Road, North Hampton, NH 03862  
Phone (603) 964-1301 [paulmcinnis.com](http://paulmcinnis.com) Fax (603) 964-1302



AUCTIONS - REAL ESTATE - RESULTS

1 Juniper Road, North Hampton, NH 03862  
paulmcinnis.com  
Phone (603) 964-1301 Fax (603) 964-1302

Email completed form to  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com)

**ONLINE BIDDER REGISTRATION FORM • 22PM-12**  
BIDDING STARTS: Wednesday, October 26<sup>th</sup> at 9:00 a.m.  
BIDDING ENDS: Wednesday, November 2<sup>nd</sup> at 3:00 p.m.  
PROPERTY: 110 Chapel Street, Portsmouth, NH

<b>FIRST NAME, MIDDLE INITIAL, &amp; LAST NAME</b>
<b>HOME ADDRESS</b>
<b>CITY, STATE, &amp; ZIP CODE</b>
<b>MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)</b>
<b>EMAIL ADDRESS</b>

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$25,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, November 3rd at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$25,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$25,000 U.S. dollars.

**Terms:** A \$25,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than Thursday, November 3rd at 1:00 p.m., with the balance due at closing within 45 days of the auction. A 7% Buyer's Premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Warranty Deed. Subject to confirmation of the seller.

*I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.*

**PRINT BUYER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

22PM-23 Reviewed by:

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