

- Windham 17+/- Acres
- Derry 17.66+/- Acres
- Derry 6+/- Acres

- Haverhill 27+/- Acres
- Haverhill 11+/- Acres

11 Land Parcels totaling 480+/- acres throughout NH & MA Live Webcast: Saturday, February 19th at 10:00 a.m.

Situated in 4 counties in New Hampshire and Massachusetts and acquired by one family over 60 years, these properties range between 6 and 231 acres. Properties will be offered individually and in combinations.

Place pre-bids online beginning Monday, February 7th and/or bid live during the Live Webcast on February 19th.

Terms: A major credit card will be placed on file with the auction company as a qualification to bid. Successful bidder(s) to deliver earnest money totaling 10% of the total purchase price no later than February 22nd at 3:00 p.m., with the balance due at closing within 30 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Properties are being sold free and clear of all liens. All sales are subject to confirmation of the Seller. Subject to all terms of sale.

Link to online auction





NH: Lic. #2089, MA: Lic. #205 • (603) 964-1301 • Ref. #22PM-01 • Auction subject to all Terms of Sale © 2022 Paul McInnis LLC

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- Suggested Due Diligence Checklist
- General Terms & Conditions
- Auction Lot Sequence
- Listing Sheets for Parcels A-K with additional due diligence links
- Additional Auction Lot Sequence
- Sample Purchase and Sale Agreement
- Exhibit A (corresponding deed will be attached to the purchase and sale agreement for the parcel you buy)
- Addendum to be included with all Purchase and Sale Agreements.
- How to Bid Online
- Online Bidder Registration Form

AUCTIONEER'S NOTE:

Dear Bidder,

We are pleased to welcome you to this online-only live webcast auction. There will be the opportunity for onlineonly pre-bidding in the days leading up to the live webcast auction if you are unable to attend virtually on the 19th.

The properties that are being sold were purchased by a single family over the course of 60 years. They have decided to liquidate these parcels in a one-time auction event and give all of you the opportunity to becomes the new owners.

These parcels of raw land have no surveys available and are referenced only by their town referenced Map & Lot and proposed deeds which are included in this package. There are auction signs located on many of the properties that have frontage on town roads. Some of the properties do not have frontage and may not have an auction sign.

In an effort to make anyone who wants to bid, comfortable with the bidding process, we will be conducting a Bidder Seminar. You can join the auctioneer via a ZOOM meeting for registered bidders on Friday, February 11th at 4:00 p.m. and Wednesday, February 16th at 6:00 p.m. Registered bidders will receive an email with the Zoom link prior to the presentation.

If you have any questions about the parcels of land or the auction process, feel free to email

paul@paulmcinnis.com or justin@paulmcinnis.com

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



NEW HAMPSHIRE REAL ESTATE COMMISSION

64 South Street, Concord, NH 03301 Tel.: (603) 271-2701

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 actually 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:							
Licensee Date	(Name of Real Estate Brokerage Firm)						
Consumer has declined to sign this form (Licensees Initials)	ı.						

To check on the license status of a real estate firm or licensee go to www.nh.gov/nhrec. Inactive licensees may not practice real estate brokerage.

(Page 1 of 2)

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 both 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 services 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.

Commonwealth of Massachusetts



BOARD OF REGISTRATION OF REAL ESTATE BROKERS AND SALESPERSONS

www.mass.gov/dpl/boards/re

MASSACHUSETTS MANDATORY REAL ESTATE LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE THIS IS NOT A CONTRACT

This disclosure is provided to you, the consumer, by the real estate licensee listed in this disclosure.

THE TIME WHEN THE REAL ESTATE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. In the event this relationship changes, an additional disclosure must be provided and completed at that time.

CONSUMER INFORMATION AND RESPONSIBILITY:

If you are a buyer or seller, you can engage a real estate licensee to provide advice, assistance and representation to you as your agent. The real estate licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent), or can assist you as a Facilitator.

All real estate licensees, regardless of the working relationship with a consumer must, by law, present properties honestly and accurately, and disclose known material defects in the real estate.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance, zoning, permitted use, or land survey matters, it is your responsibility to consult a professional in those areas. Real estate licensees do not and cannot perform home, lead paint, or insect inspections, nor do they perform septic system, wetlands or environmental evaluations.

Do not assume that a real estate licensee works solely for you unless you have an agreement for that relationship.

For more detailed definitions and descriptions about real estate relationships, please see page 2 of this disclosure.

THE SELLER OR BUYER RECEIVING THIS DISCLOSURE IS HEREBY ADVISED THAT THE REAL ESTATE

LICENSEE NAMED BELOW IS WORKING AS A: Check one: Seller's agent Buver's agent

Facilitator

If seller's or buyer's agent is checked above, the real estate licensee must complete the following section:

Check one:	Non-Designated Agency	Designated Agency
	The real estate firm or business listed below and all	Only the licensee named herein represents the
	other affiliated agents are also working as the agent	Seller Buyer (designated seller agency or designated
	of the 🗖 Seller 🗖 Buyer	buyer agency). In this situation any other agents affiliated
		with the firm or business listed below do not represent you
		and may represent another party in your real estate
		transaction.

By signing below, I, the real estate licensee, acknowledge that this disclosure has been provided to the consumer named herein:

		🛛 Broker	Salesperson	
Printed Name of Real Estate Licensee	License #			Today's Date
Brokerage Firm Real Estate License #				
		D Demon		
Drivet of Marris of Consuman		u Buyer	u seller	Today's Date
Frintea Name of Consumer				Today's Dale
		🗖 Buyer	Seller	
Printed Name of Consumer				Today's Date
	Brokerage Firm Real Estate License # Printed Name of Consumer	Brokerage Firm Real Estate License # Printed Name of Consumer	Printed Name of Real Estate Licensee License # Brokerage Firm Real Estate License # Buyer Printed Name of Consumer Buyer 	Brokerage Firm Real Estate License # Printed Name of Consumer Buyer Buyer Buyer Seller

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate licensee to act as the seller's agent in the sale of the seller's property. This means that the real estate agent represents the seller, who is a client. The agent owes the seller client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the seller's interests first and attempt to negotiate price and terms acceptable to their seller client. The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions.

BUYER'S AGENT

A buyer can engage the services of a real estate licensee to act as the buyer's agent in the purchase of a property. This means that the real estate agent represents the buyer, who is a client. The agent owes the buyer client undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put the buyer's interests first and attempt to negotiate price and terms acceptable to their buyer client. The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions.

(NON-AGENT) FACILITATOR

When a real estate licensee works as a facilitator that licensee assists the seller and/or buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated, owe the seller and buyer a duty to present all real property honestly and accurately by disclosing known material defects and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. Should the seller and/or buyer expressly agree, a facilitator relationship can be changed to a seller or buyer client relationship with the written agreement of the person so represented.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate licensee can be designated by another real estate licensee (the appointing or designating agent) to represent a buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate licensee once so designated is then the agent for that buyer or seller who becomes the agent's client. The designated agent owes the buyer client or seller client, undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accounting. The agent must put their client's interests first, and attempt to negotiate price and terms acceptable to their client. No other licensees affiliated with the same firm represent the client unless otherwise agreed upon by the client. In situations where the appointing agent designates another agent. Consequently, a dual agent cannot fully satisfy the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. Only your designated agent represents your interests. Written consent for designated agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to designated agency is available at the Board's website at <u>www.mass.gov/dpl/re</u>.

DUAL AGENT

A real estate licensee may act as a dual agent representing both the seller and the buyer in a transaction but only with the express and informed written consent of both the seller and the buyer. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently, a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions, which is required of a seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. Written consent for dual agency must be provided before a potential transaction is identified, but in any event, no later than prior to the execution of a written agreement for purchase or sale of residential property. The consent must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample consent to dual agency is available at the Board's website at www.mass.gov/dpl/re.

SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders 11 Parcels NH & MA

PRE-BIDDING OPENS: Monday, February 7th at 8:00 a.m. LIVE WEBCAST BIDDING BEGINS: Saturday, February 19th at 10:00 a.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 with addendum

Sign up to bid online at paulmcinnis.nextlot.com or <u>click here</u>

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 <u>admin@paulmcinnis.com</u> and the form will be sent to you through Dotloop.

Contact the Auctioneer with any questions justin@paulmcinnis.com



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

11 Parcel Land Auction NH & MA 22PM-01

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 a property information package. The next step is to create an online bidding account (refer to the Due Diligence Checklist contained in the property information package) and submit your registration form with the required deposit to the Auctioneer.

At the time of registration, you will be required to provide your credit card information. 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, both by Tuesday, February 22nd, at 3:00 p.m., you hereby authorize the auction company to charge your credit card a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$5,000.00 U.S. dollars per parcel.

NOTE: If you prefer to pay by check, you may deliver the \$5,000 registration deposit to our office. All terms relating to the registration deposit apply whether the deposit is in the form of a hold on your credit card, or in the form of a check.

Once the online bidding registration form has been completed, 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

ONLINE PRE-BIDDING: The pre-bidding will open on Monday, February 7th at 8:00 a.m. and the pre-bidding will end on Saturday, February 19 at 9:00 a.m.

LIVE WEBCAST AUCTION: Saturday, February 19th at 10:00 a.m. the Live Virtual Auction will begin. It is important to follow the instructions of the auctioneer to follow along during the auction. The auctioneer will start the auction with Lot Number 1 through Lot Number 11 posting the high bids and marking the bids as pending. Then proceed with the combination Lots 12 through 15. All bids on all 15 Lots will remain open and additional rounds of bidding at the direction of the auctioneer will occur until the auctioneer either declares a lot sold, passed, or closed. All bids are subject to Seller's right to accept or reject any or all bids.

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 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 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% 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 exhibits, addendums and Seller disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit no later than Tuesday, February 22nd, at 3:00 p.m. Only the Buyer's Name, Bid Price, 10% 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 will be required to tender an EARNEST MONEY DEPOSIT equal to Ten Percent (10%) of the Total Purchase Price, and sign the Purchase and Sale Agreement no later than Tuesday, February 22nd, at 3:00 p.m. The deposit must be by cash, wire transfer or check payable to Paul McInnis LLC Escrow Account in U.S. funds. Should the successful bidder fail to execute the Purchase and Sale Agreement and tender the EARNEST MONEY DEPOSIT, the Bidder agrees to forfeit the Registration Deposit which shall become a NON-REFUNDABLE, NON-COMPLIANCE FEE.

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 said bidder's deposit will be forfeited and become NON-REFUNDABLE.

RESERVATION OF RIGHTS: All bids are subject to confirmation of the Seller. Seller reserves the right to accept or reject the high bid on any individual parcel or combination of parcels. The Seller has the sole and absolute discretion to negotiate with any other bidder should the highest accepted bidder default.

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) 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

AUCTION LOT SEQUENCE

Sullivan County, NH

- Lot 1 Parcel (B) Bible Hill Road, Claremont totals 42+/- acres, is located on the westerly side of Bible Hill Road with roughly 2,500'+/- of frontage. This property abuts Parcel A and is across the road from Parcel C. Zone: RR2 & AR. Tax Map 200, Lot 2.
- Lot 2 Parcel (A) Charlestown is located on the town line of Charlestown and Claremont. This mostly square, 33+/- acre parcel abuts Parcel B off Bible Hill Road. Zone: E. Tax Map 204, Lot 15.
- Lot 3 Parcel (C) Bible Hill Road, Claremont is a 231+/- acre property on the easterly side of Bible Hill Road with roughly 2,140'+/- of frontage. This property is mostly wooded with 10+/- acres of open fields having westerly views to Vermont. This property abuts Parcel D and is across the road from Parcel B. Zone: RR2 & AR. Tax Map 200, Lot 5.
- Lot 4 Parcel (D) Old Bible Hill Road, Unity is 25+/- acres and accessed via Old Bible Hill Road which is a class IV road. This property abuts Parcel C. Zone: Rural. Tax Map 1, Lot 237.

Cheshire County, NH

- Lot 5 Parcel (J) Washington Street Ext, Keene is a 30+/- acre property that borders the Franklin Pierce Highway (Route 9) to the southeast and includes 3,185'+/- of frontage on Washington Street Ext. Zone: LD. Tax Map 229, Lot 6.
- Lot 6 Parcel (I) Abutting Route 9, Keene is a 37+/- acre site that abuts the Franklin Pierce Highway (Route 9) to the northwest. Zone: R. Tax Map 218, Lot 42.

Rockingham County, NH

- Lot 7 Parcel (K) Rockingham Road, Windham is a 17+/- acre parcel with between Rockingham Road (Route 28) and Route 111. This parcel has no road frontage. Zone: RDB. Tax Map 8B, Lot 6100.
- Lot 8 Parcel (F) 95 Gulf Road, Derry is 17.6+/- acre parcel on Gulf Road with 631'+/- of frontage. Zone: LDR. Tax Map 4, Lot 42-37.
- Lot 9 Parcel (E) Off Gulf Road, Derry is a 6+/- acre parcel between Joseph Street and Gulf Road with no road frontage. This property abuts Parcel F. Zone: LDR. Tax Map 4, Lot 25.

Essex County, MA

- Lot 10 Parcel (G) Crystal Street, Haverhill is a 27+/- acre site with 1,300'+/- of frontage on Crystal Street and bordered to the rear by Crystal Lake. Zone: SC. Tax Map 576, Lot 435-20.
- Lot 11 Parcel (H) Brandy Brow Road, Haverhill is an 11+/- acre site with 300'+/- of frontage. Zone: SC. Tax Map 462, Lot 203-11.

Buyer to verify all acreages and road frontage.

Parcel A 33+/- Acres

Parcel B 42+/- Acres

Parcel D 25+/- Acres

Parcel C

231+/- Acres

Parcel B – Bible Hill Road, Claremont, NH

Property Address

Bible Hill Road, Claremont, NH

Description

This lot totals 42+/- acres, is located on the westerly side of Bible Hill Road with roughly 2,500'+/- of frontage. This property abuts Parcel A and is across the road from Parcel C.

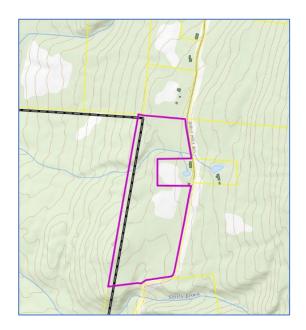
Road Frontage

2,500+/-

Links to

<u>Tax Card</u> <u>Tax Map</u> <u>Land Disclosure</u> Zoning Info





City/Town Information

Tax Map: 200 Lot: 2

Zone: RR2 & AR

2021 Assessment \$6,680 2021 Town Appraisal \$87,300

2021 Tax Rate: \$40.98 2021 Annual Taxes: \$274

Directions

From the center of Claremont take Route 11 south. Bare left onto Mulberry Street. Mulberry Street turns into Bible Hill Road. Follow for 2.2 miles to property on right. Signs on property.

Register now to bid! Est. 1976 PAULMCINNIS LLC AUCTIONS = REAL ESTATE = RESULTS

Parcel A – Charlestown, NH

Property Address

Charlestown, NH

Description

This lot is located on the town line of Charlestown and Claremont. This mostly square, 33+/- acre parcel abuts Parcel B off Bible Hill Road. The town refers to this property as 0 Nash Lane but it does not have frontage.



Road Frontage

None

Links to

Tax Card

Tax Map Land Disclosure



City/Town Information

Tax Map: 204 **Lot:** 15 Zone: E **2021 Assessment** \$70,000 **2021 Town Appraisal** \$70,000

2021 Tax Rate: \$31.61 2021 Annual Taxes: \$2,213

Directions

This property has no frontage.



Parcel C – Bible Hill Road, Claremont, NH

Property Address

Bible Hill Road, Claremont, NH

Description

A 231+/- acre property on the easterly side of Bible Hill Road with roughly 2,140'+/- of frontage. This property is mostly wooded with 10+/- acres of open fields. This property abuts Parcel D which is an additional 27+/- acres.

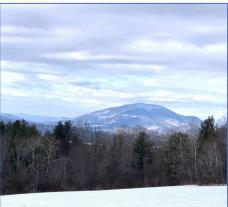
Road Frontage

2,140+/-

Links to

<u>Tax Card</u> <u>Tax Map</u> <u>Land Disclosure</u> Zoning Info





Great views to Vermont and Mt. Ascutney

City/Town Information

Tax Map: 200 Lot: 5

Zone: RR2 & AR

2021 Assessment \$36,730 **2021 Town Appraisal** \$264,000

2021 Tax Rate: \$40.98 2021 Annual Taxes: \$1,505

Directions

From the center of Claremont take Route 11 south. Bare left onto Mulberry Street. Mulberry Street turns into Bible Hill Road. Follow for 2.2 miles to property on left. Signs on property.



Parcel D – Old Bible Hill Road, Unity, NH

Property Address

Old Bible Hill Road, Unity, NH

Description

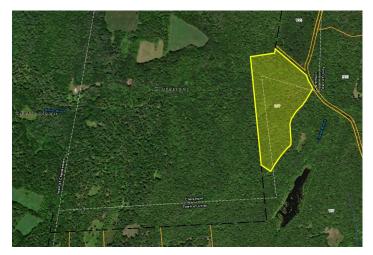
25+/- acres and accessed via Old Bible Hill Road which is a class IV road. This property abuts Parcel C.

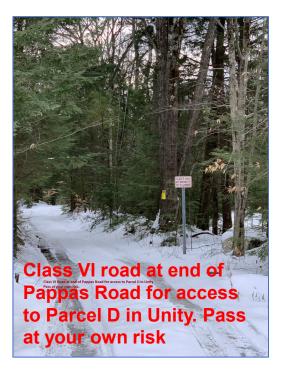
Road Frontage

Possibly class VI road frontage

Links to

<u>Tax Card</u> <u>Tax Map</u> Land Disclosure





City/Town Information

Tax Map: 1

Lot: 237

Zone: Rural

2021 Assessment \$28,800 **2021 Town Appraisal** \$28,800

2021 Tax Rate: \$28.62 2021 Annual Taxes: \$825

Directions

It may be possible on foot from the end of Pappas Road in Claremont to the Class VI road leading to Unity.



Parcels I & J

Keene, NH



Parcel J – Washington Street Ext., Keene, NH

Property Address

Washington Street Ext., Keene, NH

Description

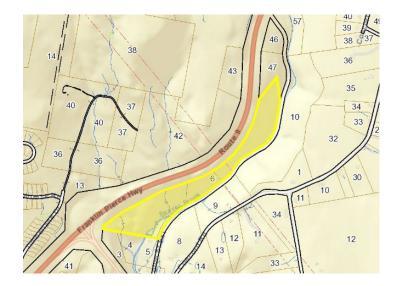
A 30+/- acre property that borders the Franklin Pierce Highway (Route 9) to the southeast and includes 3,185'+/- of frontage on Washington Street Ext.

Road Frontage

3,185'+/- Access road is gated.

Links to

<u>Tax Card</u> <u>Tax Map</u> <u>Land Disclosure</u>





Access to Parcel J off Washington St. Ext. Property starts beyond the gate.

City/Town Information

Tax Map: 229 Lot: 6

Zone: LD

2021 Assessment \$960 **2021 Town Appraisal** \$28,100

2021 Tax Rate: \$31.28 2021 Annual Taxes: \$30 Current Use: yes

Directions

From Washington St. take Washington St. Ext. to gate. Property starts beyond the gate.



Parcel I – Abutting Route 9, Keene, NH

Property Address

Abutting Route 9, Keene, NH

Description

A 37+/- acre site that abuts the Franklin Pierce Highway (Route 9) to the northwest.

Road Frontage

No accessible road frontage. Access road is gated.

Borders Route 9

Links to

<u>Tax Card</u> <u>Tax Map</u> Land Disclosure





City/Town Information

Tax Map: 218 Lot: 42

Zone: R

2021 Assessment \$1,270 **2021 Town Appraisal** \$46,300

2021 Tax Rate: \$31.28 2021 Annual Taxes: \$40 Current Use: yes

Register now to bid!



AUCTIONS = REAL ESTATE = RESULTS

Parcel K – Windham, NH

Property Address

Rockingham Road, Windham, NH

Description

A 17+/- acre parcel with between Rockingham Road (Route 28) and Route 111.

Road Frontage

No road frontage

Links to

Tax Card

Tax Map

Land Disclosure



City/Town Information

Tax Map: 8B Lot: 6100

Zone: RDB

2021 Assessment \$51,600 **2021 Town Appraisal** \$51,600

2021 Tax Rate: \$18.62 2021 Annual Taxes: \$961

Directions No access





AUCTIONS = REAL ESTATE = RESULTS



Parcel F – 95 Gulf Road, Derry, NH

Property Address

95 Gulf Road, Derry, NH

Description

A 17.6+/- acre parcel on Gulf Road with 631'+/- of frontage.

Road Frontage

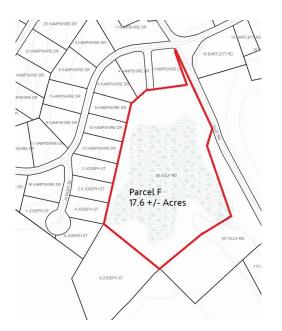
631'+/-

Links to

Tax Card

Tax Map

Land Disclosure





City/Town Information

Tax Map: 4 Lot: 42-37

Zone: LDR

2021 Assessment \$245,800 **2021 Town Appraisal** \$245,800

2021 Tax Rate: \$24.76 2021 Annual Taxes: \$6,086

Directions

From Route 111 in Derry turn onto Island pond Road heading north. In less than a mile turn left onto Bartlett Road. At the intersection with Gulf Road you will see Auction sign on Parcel F.



Parcel E – Off Gulf Road, Derry, NH

Property Address

8 Joseph Street, Derry, NH

Description

A 6+/- acre parcel between Joseph Street and Gulf Road with no road frontage. This property abuts Parcel F.

Road Frontage

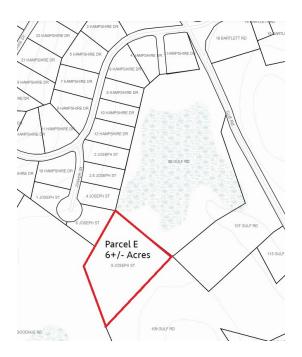
none

Links to

Tax Card

Tax Map

Land Disclosure





City/Town Information

Tax Map: 4 **Lot:** 25

Zone: LDR

2021 Assessment \$45,700 **2021 Town Appraisal** \$45,700

2021 Tax Rate: \$24.76 2021 Annual Taxes: \$1,132

Directions

From Route 111 in Derry turn onto Island pond Road heading north. In less than a mile turn left onto Bartlett Road. At the intersection with Gulf Road you will see Auction sign on Parcel F. Parcel E is behind Parcel F.



Parcel G – Crystal Street, Haverhill, MA

Property Address

Crystal Street, Haverhill, MA

Description

A 27+/- acre site with 1,300'+/- of frontage on Crystal Street and bordered to the rear by Crystal Lake.

Road Frontage

1,300+/-

Links to

Tax Card

<u>Tax Map</u>

Zoning Info





City/Town Information

Tax Map: 576 Lot: 435-20

Zone: SC now known as RS

2021 Assessment \$253,800

2021 Tax Rate: \$24.89 2021 Annual Taxes: \$6,317

Directions

From 495 take exit 108 onto Broadway (Route 97) west. Travel 2 miles to Liberty Street on right. Follow Liberty Street to Crystal Street on right. Look for auction signs on right.



Parcel H – Brandy Brow Road, Haverhill, MA

Property Address

Brandy Brow Road, Haverhill, MA

Description

An 11+/- acre site with 300'+/- of frontage.

Road Frontage

300+/-

Links to

Tax Card

Tax Map

Zoning Info

Plan dated 6/20/1973



City/Town Information

Tax Map: 462 Lot: 203-11

Zone: SC now knows as RS

2021 Assessment \$157,000



2021 Tax Rate: \$24.89 2021 Annual Taxes: \$3,908

Directions

From Route 108 in Plaistow across from Sweet Hill Farm turn onto Corliss Hill Road and immediately left onto Brandy Brow Road. Look for auction signs on left.



ADDITIONAL LOT SEQUENCE

- Lot 12 Parcel (A) Charlestown Parcel (B) Bible Hill Road, Claremont
- Lot 13 Parcel (C) Bible Hill Road, Claremont Parcel (D) Old Bible Hill Road, Unity
- Lot 14 Parcel (E) Off Gulf Road, Derry Parcel (F) 95 Gulf Road, Derry
- Lot 15 Parcel (I) Abutting Route 9, Keene Parcel (J) Washington Street Ext, Keene

All lots will be offered individually or in combinations. It is important to follow the instructions of the auctioneer to follow along during the auction. The auctioneer will start the auction with Lot Number 1 through Lot Number 11 posting the high bids and marking the bids as pending. Then proceed with the combination Lots 12 through 15. All bids on all 15 Lots will remain open and additional rounds of bidding at the direction of the auctioneer will occur until the auctioneer either declares a lot sold, passed, or closed. All bids are subject to Seller's right to accept or reject any or all bids.

Sample Purchase and Sale Agreement

The following sample Purchase and Sale Agreement will include the corresponding buyer's information along with the corresponding proposed deed that will become Exhibit A.

Following Exhibit A is the addendum to the Purchase and Sale Agreement which will become part of each Purchase and Sale Agreement.

The seller Land Disclosure forms will also be attached to the Purchase and Sales Agreement. The land disclosures for the individual properties can be accessed by clicking on the links located on the individual property listing pages located in this package.



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



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):	Buyer(s):
	Street:	Street:
	City/State/Zip:	City/State/Zip:
	Telephone #:	Telephone #:
2.	Property: 🗌 Land	
	Street Address:	City/Town:
	County: State:	
	Identified on the town or city Assessment Records	s as Tax Map, Lot and
	described on the attached Exhibit(s) A	
3.	BID PRICE (HAMMER PRICE):	\$
	10% BUYER'S PREMIUM:	\$
	TOTAL PURCHASE PRICE DUE FROM BUYER:	\$
	INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, to be delivered to Paul McInnis, I no later than February 22nd at 3:00 p.m.	
	and is NON-REFUNDABLE, except as provided be	elow: \$
	BALANCE DUE AT TRANSFER OF TITLE:	\$
4.	Transfer of Title: In accordance with the terms of the balance of the purchase price paid on or before	

- 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 March 21st, 2022 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the ______ County Registry of Deeds in _____, ____, ____, ____ on ______, _____
- 5. Title shall be transferred by Quit Claim 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".

- 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 \$20,000 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 ______ 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. Applicable for NH property.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well. Applicable for NH property. LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present. Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers' decision to go forward with the purchase of the property.

16. Addenda Attached _X Yes, __No

Revised: January 2019

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of ____, 2022.

Witness	Seller:	Date
Witness	Purchaser:	Date
Witness	Purchaser:	Date

© 2022 Paul McInnis LLC

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain tract or parcel of land situate in Charlestown, Sullivan County, New Hampshire, currently designated as Tax Map 204, Lot 15, bounded and described as follows:

On the north by lands formerly of Hiram Putnam, deceased,

On the east by the tract 1 described in a deed recorded at Book 450, Page 137,

On the south by lands formerly of Martin V. Merrill, and

On the west by lands formerly of David Hubbard.

TOGETHER WITH all interest in a spring of water on lands of Henry Colby from which water is brought to the barns on the tract first tract in deed of Irene S. Tenney, dated September 13, 1967, and recorded in the Sullivan County Registry of Deeds at Book 450, Page 137 and all interest in the aqueduct leading from said spring to said described tract and all interest in all rights connected therewith; also all interest in and to rangeway on which said described tracts are bounded.

SUBJECT TO an easement in favor of Central Vermont Public Service Company for the construction and maintenance of electrical transmission lines, as contained in deed recorded in Sullivan County Registry of Deeds, in Volume 330, Page 173.

SUBJECT TO and TOGETHER WITH all reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

This is not homestead property.

MEANING AND INTENDING to describe the same premises conveyed to PGVG, LLC, by deed of Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 9, 2020, and recorded in the Sullivan County Registry of Deeds in Book 2131, Page 471.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

Parcel B – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain tract or parcel of land situated on Bible Hill Road, in Claremont, Sullivan County, New Hampshire, currently designated as Tax Map 200, Lot 2, bounded and described as follows:

Beginning at the northeast corner of Charlestown in said county; thence running

Southerly on the east line of said Charlestown about one hundred and forty-two rods to the northwest corner of the rangeway lying north of and adjoining land formerly of Martin V. B. Merrill; thence

Easterly on the north line of said rangeway and on the north line of the highway leading from the former dwelling house of Winthrop Sargent, deceased, to Claremont Village, to the west line of the same highway; thence

Northerly on the west line of said highway to the south line of land formerly of Frederick A. Henry; thence

Westerly on the line of said Henry land to the bound begun at,

Containing forty-seven acres of land be the same more or less.

EXCEPTING that property previously conveyed by Deeds recorded at Book 470, Page 282, and at Book 475, Page 149.

SUBJECT To Current Use taxation by the City of Claremont.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

EXCEPTING the parcels of the premises listed as TRACT 1 and TRACT 3 in the deed conveyed to PGVG, LLC by Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 9, 2020, and recorded in the Sullivan County Registry of Deeds in Book 2131, Page 482.

MEANING AND INTENDING to describe a portion of the premises conveyed to PGVG, LLC by deed of Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 9, 2020, and recorded in the Sullivan County Registry of Deeds in Book 2131, Page 482; said portion being the certain parcel made up of the tract listed and described in said deed as TRACT 2.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

Parcel C – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain parcel of land situated on Bible Hill Road, in Claremont, Sullivan County, New Hampshire, currently designated as Tax Map 200, Lot 5, made up of tracts bounded and described as follows:

Tract 1:

Beginning on the east side of the highway leading from the former dwelling house of Ira Colby, deceased, to the former dwelling house of Winthrop Sargent, deceased, on the north side of a lane formerly of said Ira Colby; thence running

Northwardly on said highway to land formerly of Frederick A. Henry, deceased; thence running

Easterly on the south side of said Henry land to land formerly of Arnold Merrilll, deceased; thence

Northwardly on the easterly line of land formerly of said Henry to the angle of the half wall, being about the middle of the east side of the farm formerly of said Henry; thence

Easterly about eighteen rods to land formerly of Wilson Merrill, deceased, thence

Southerly on said Wilson Merrill land, land formerly of Eli Draper deceased, land formerly of the heirs of Joseph Merrill, deceased, to land formerly of Joshua Colby, deceased; thence

Westerly on said Joshua Colby land and to the northwest corner of said Joshua Colby land; thence

South on Joshua Colby land to land formerly of said Ira Colby; thence

Westerly on said Ira Colby land to the place of beginning; said last mentioned line is a crooked line, and runs in some parts northwardly.

RESERVING all highways so far as the public rights therein are concerned.

SUBJECT TO reservation to the heirs and assigns of said Ira Colby, the right to draw water from a spring and aqueduct on said land connected with the farm formerly owned by said Ira Colby, together with all the rights to repair and relay said aqueduct.

Said lands containing one hundred thirty-nine acres, be the same more or less.

Tract 2:

Beginning at said highway on the north line of land formerly of Winthrop Sargent, deceased; thence

Easterly on the north line of said Sargent land to the northeast corner of said Sargent land; thence

Southerly on the east line of said Sargent land to the rangeway; thence

Easterly on said rangeway to land of W. E. Ainsworth (said rangeway lies north of and adjoining land of Monroe Judkins formerly and land now or formerly of the Heirs of Harvey Clark, deceased); thence

Northeasterly on said Ainsworth land and land of Henry Colby to the northeast corner of this tract; thence

Westerly on the line of land of Henry Colby, to the lane, so called; thence

Northerly and westerly on the line of said Henry Colby's land to said highway,

Containing ninety-two acres, be the same more or less.

EXCEPTING that property previously conveyed by Deeds recorded at Book 470, Page 282, and at Book 475, Page 149.

SUBJECT To Current Use taxation by the City of Claremont.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

EXCEPTING the parcel of the property listed as TRACT 2 in the deed conveyed to PGVG, LLC by Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 9, 2020, and recorded in the Sullivan County Registry of Deeds in Book 2131, Page 482.

MEANING AND INTENDING to describe a portion of the premises conveyed to PGVG, LLC by deed of Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 9, 2020, and recorded in the Sullivan County Registry of Deeds in Book 2131, Page 482; said portion being the certain parcel made up of the tracts listed and described in said deed as TRACT 1 and TRACT 3.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel D – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain tract of land, together with the buildings thereon, if any, located in Unity, Sullivan County, New Hampshire, on Old Bible Hill Road, shown as Map Lot Sub Grid 1-237-0-I6, on the Unity Tax Assessor's records, bounded and described as follows:

Beginning at the southeast corner of land deeds to Henry Colby by Erastus Glidden by deed dated July 25, 1842, thence running

Northerly and Easterly with the line of land so conveyed by said Glidden to a stake and stones upon the highway leading from said Henry Colby's dwelling house to Unity; thence

Southerly on said highway to stake and stones; thence

Westerly on the mowing lot formerly of Matthew Caffrey, deceased, to stake and stones on the line of land of Ira Colby; thence

Northerly on the east line of said Ira Colby to place of beginning.

Containing twenty-five acres, more or less.

This is not a homestead property.

SUBJECT TO and TOGETHER WITH all reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe the same premises conveyed to PGVG, LLC by deed of Corey C. Garabedian, Successor Trustee of The Paul Garabedian, Jr. Revocable

Trust, dated November 9, 2020, and recorded with the Sullivan County Register of Deeds in Book 2131, Page 489.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel E – Exhibit A

QUITCLAIM DEED

Wooded Knoll Estates, Inc., a New Hampshire corporation having a usual place of business at 352 South Broadway, of Salem, Rockingham County, State of New Hampshire, for consideration paid, grants to [BUYER NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

Two certain parcels of land situated in Derry, County of Rockingham, State of New Hampshire, currently designated as Parcel ID: 04-025 by the Derry Tax Assessor's records, bounded and described as follows:

PARCEL 1:

A certain parcel of land situated in said Derry, containing three (3) acres, more or less, lying Northerly from the dwelling house now or formerly of George Goodhue, bounded and described as follows:

Easterly by land formerly of John H. Clendennin;

Northerly by land now or formerly of said Clendennin; and

Westerly and Southerly by land now or formerly of said Goodhue.

PARCEL 2:

A certain parcel of meadow land situated in said Derry, containing three (3) acres, more or less, bounded and described as follows:

Beginning at a stake and stones by land formerly of Simeon M. Chase; thence

West by said Chase land, twenty-one and one-half $(21 \frac{1}{2})$ rods to a stake and stones by land formerly of John McKeen; thence

North 12 degrees East about twenty-five and one-half (25 ¹/₂) rods by said McKeen land to a stake and stones by land formerly of Nathaniel Hastings; thence

East by said Hastings land eighteen (18) rods; thence

South 2 degrees West about twenty-five and one-half (25 $\frac{1}{2}$) rods to the point of beginning.

MEANING AND INTENDING to convey the same premises conveyed to Wooded Knoll Estates, Inc. by deed of Henry A. Weber, dated December 22, 1982, and recorded in the Rockingham County Registry of Deeds in Book 2431, Page 311.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

PAUL GARABEDIAN JR., Duly Authorized Representative, WOODED KNOLL ESTATES, INC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Paul Garabedian Jr., duly authorized representative of Wooded Knoll Estates, Inc., who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel F – Exhibit A

QUITCLAIM DEED

Wooded Knoll Estates, Inc., a New Hampshire corporation having a usual place of business at 352 South Broadway, of Salem, Rockingham County, State of New Hampshire, for consideration paid, grants to [BUYER NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain parcel of land situated on the westerly side of Gulf Road in Derry, Rockingham County, State of New Hampshire, currently designated as Parcel ID: 04-042-037 on the Derry Tax Assessor's records, made up of tracts bounded and described as follows:

Tract 1:

Being more particularly shown on Plan duly recorded in the Rockingham County Registry of Deeds as Plan No. D-11477, which area is more particularly bounded and described as follows:

Easterly Six Hundred Thirty-Four and 25/100 (634.25) feet by the westerly side of Gulf Road, as shown on said Plan;

Southerly One Hundred Twenty-One and 41/100 (121.41) feet by land now or formerly of Weber, as shown on said Plan; and

Westerly Four Hundred Fifty-Nine and 62/100 (459.62) and Two Hundred Sixty-Nine and 40/100 (269.40) feet by land now or formerly of Wooded Knoll Estates, Inc. and Cote, respectively, as shown on said Plan.

Said tract containing 26,200 square feet (.60 acre) more or less.

MEANING AND INTENDING to describe the same premises conveyed to Wooded Knoll Estates, Inc. by deed of Elsie Weber, dated July 20, 1983, and recorded in the Rockingham County Registry of Deeds in Book 2452, Page 1914.

Tract 2:

Beginning at a point at the southeasterly corner of Lot No. 4-42-2 and the Northeasterly corner of the within conveyed premises at land, now or formerly, of Elsie Webber; thence turning and running

South 2° 08' 30" East, nine hundred seventy-five (975) feet, more or less, to a drill hole in a stone wall; thence turning and running

By and along a stone wall at land, now or formerly, of Robert Weber in a south southwesterly direction, six hundred four (604) feet, more or less, to the intersection of two stone walls; thence turning and running

In a northerly direction by and along land, now or formerly, of Henry Weber, four hundred ninety-six (496) feet, more or less, to a point at the southwesterly corner of Lot No.

4-42-15; thence turning and running

North 29° 18' 55" East, by and along Lots No. 4-42-15, 4-42-14, 4-42-13, 4-42-12, 4-42-10 and 4-42-8, nine hundred eighteen and 91/100ths (918.91) feet, more or less; thence turning and running

North 70° 24' 00" East by and along Lot No.4-42-6 and 4-42-4, one hundred fourteen and 78/100ths (114.78) feet, more or less; thence turning and running

North 9° 59' 55" East by and along a fifty (50) foot right of way, two hundred seventy-six and 26/100ths (276.26) feet to a point; thence

Continuing by and along a curve to the left, thirty-one and 42/100ths (31.42) feet to a point; thence turning and running in an easterly direction

By and along Hampshire Drive, eighty (80) feet, more or less, to a point; thence turning and running

By and along a curve to the right, thirty-one and 42/100ths (31.42) feet, more or less; thence turning and running

South 9° 59' 55" West, by and along Lot No. 4-42-2, two hundred fifty-six and 26/100ths (256.26) feet to a point; thence turning and running

South 80° 00' 05" East, by and along Lot No 4-42-2, two hundred twenty-seven and 99/100ths (227.99) feet to the point of beginning.

Said tract containing sixteen (16) acres, more or less.

MEANING AND INTENDING to describe the premises conveyed to Wooded Knolls Estate Inc. by deed of William R. Mason, recorded in the Rockingham Registry of Deeds at Book 2431, Page 310 on December 28, 1982.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

PAUL GARABEDIAN JR., Duly Authorized Representative, WOODED KNOLL ESTATES, INC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Paul Garabedian Jr., duly authorized representative of Wooded Knoll Estates, Inc., who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel G – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS, the following described premises:

Two certain parcels of land formerly known as 20 and 20A Crystal Street, with the buildings thereon, located in Haverhill, Essex County, Massachusetts between Crystal Street and Crystal Lake, currently designated as Parcel ID: 576-435-20 on the Haverhill Tax Assessor's records, bounded and described as follows:

PARCEL 1:

Bounded North by Crystal Street, 544.5 feet; then

East by land of Mary C. Giles, 1089 feet; then

South by Crystal Lake, 544.5 feet; then

West by land of F. Dudley Emerson, 1485 feet.

Said tract containing 12.5 acres, more or less.

PARCEL 2:

Beginning at the Northwesterly corner thereof by Crystal Street and land of the City of Haverhill, thence running

Northeasterly by Crystal Street and stone wall, 831 feet, more or less, to land of Mary C. Giles; thence

Southwesterly by land of said Mary C. Giles, 1063.27 feet to a stake; thence still running

Southwesterly by land of Mary C. Giles 291.45 feet to stake and thence running

In a Southerly direction by land of Mary C. Giles, 235 feet, more or less to Crystal Lake; thence

Westerly by the shore of Crystal Lake to a point 308 feet, more or less, to land of the City of Haverhill; thence

Northwesterly by said land of the City of Haverhill, 1100 feet, more or less to a point of beginning.

Said tract containing 14.6 acres, more or less.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe the same premises conveyed to PGVG, LLC by deed of Corey C. Garabedian, Trustee of Crystal Street Trust, dated December 28, 2020, and recorded at the Essex South District Registry of Deeds at Book 39369, Page 416.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who

proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel H – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS, the following described premises:

A certain parcel of land located in Haverhill, County of Essex, Massachusetts, situate upon the Northerly side of the Brandy Brow Road (Brandyrow Road) comprising eleven and two tenths (11.2) acres more or less, currently designated as Map/Parcel ID: 462-203-11 by the Haverhill TAx Assessor's records, and bounded and described as follows:

North by land of the City of Haverhill and by land now or formerly of Kelly Bros. and C. A. Kimball;

East by land of the City of Haverhill and land now or formerly of Clarence E. Kelley;

South by said Brandy Brow Road (Brandyrow Road);

Southwest by land now or formerly of Louisa B. Peaslee;

Westerly by land now or formerly of Kelly Bros., and of Charles A. Kimball.

Reference is also made to an unrecorded plan entitled, "PLAN OF LAND IN HAVERHILL, MASS.," surveyed for Paul Garabedian, by Robert E. Anderson Inc., dated June 20, 1973.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe the same premises conveyed to PGVG, LLC by deed of Paul Garabedian Jr., Trustee of Brandy Brow Trust, dated November 9, 2020, and recorded at the Essex South District Registry of Deeds at Book 39261, Page 157.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel I – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain tract or parcel of land situated in the City of Keene, County of Cheshire, State of New Hampshire, currently designated as Map 218, Lot 42 on the taxmaps of the city of Keene, bounded and described as follows:

Beginning at a corner of land formerly owned by Aaron Appleton in the line of land formerly owned by Aaron Hall, deceased; thence

North 19º East, 81 rods to a stake and stones in the line of land formerly owned by B.F. Adams; thence

South 71º East 7 ¹/₂ rods to a corner of the said Adams land; thence

North 20º 40' East 62 ¹/₂ rods to a corner in the line of Ministerials Lot; thence

South by said Ministerial Lot South 71º East 35 rods and 16 links to a stake and stones at land of George H. Nims; thence

South by said Nims land 21° 30' West 23.5 rods to a stake and stones; thence

South 68° East 36 rods to a stake and stones; thence

South 61° 30' East 385 feet on Frank Woods land; thence

North 55° 30' East also on said Woods land 606 feet to a rock with stones on it; thence

North 49º East 36 rods to a stake and stones at a corner of George K. & Henry Wright's land; thence

By said Wright land due south to center of Gilsum Brook road; thence

Following the westerly side of said road to Peter Cota's north wall; thence

By said Cota's land N. 70º 5' West to point of beginning.

Containing about 37 acres more or less.

SUBJECT TO all exceptions and reservations as set forth in the deeds of Buckminister to Isham dated October 24, 1900, recorded in Volume 325, Page 229, Cheshire Records.

SUBJECT TO certain reservations as set forth in deed of Davis and Symonds Lumber Co., to Carl B. Thomas and Betty L. Thomas, dated July 2, 1976 and recorded in Vol. 918, Pg, 6 of the Cheshire County Registry of Deeds.

Meaning and intending to convey portion of the so-called Whipple and Isham lots, conveyed in said deed of Davis & Symonds Lumber Company to Carl B. Thomas, et ux, dated July 2, 1976 and recorded in Vol. 918, Pg. 6 of the Cheshire County registry of Deeds.

EXCEPTING from the above described premises, land acquired by the State of New Hampshire pursuant to Notice of Condemnation dated August 26, 1977 and recorded in Vol. 935, Pg. 824 of the Cheshire Registry of Deeds, and by Commissioner's Return of Highway Layout recorded in said Registry at Book 939, Page 400.

SUBJECT TO and TOGETHER WITH all reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe a portion of the premises conveyed to PGVG, LLC by deed of Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 17, 2020, and recorded in the Cheshire County Registry of Deeds in Book 3140, Page 876; said portion being the certain parcel listed and described in said deed as TRACT 1.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Parcel J – Exhibit A

QUITCLAIM DEED

PGVG LLC, a New Hampshire Limited Liability Company, of 352 South Broadway, Salem, State of New Hampshire, for consideration paid, grant to [BUYER'S NAME], an [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCLAIM COVENANTS,

A certain tract or parcel of land situated in the City of Keene, County of Cheshire, State of New Hampshire, currently designated as Map 229, Lot 6 on the tax maps of the city of Keene, bounded and described as follows:

Beginning at a stake and stones at the southeast corner of land now or formerly of George H. Nims; thence

By said Nims land north 22 degrees east 39 rods to a stake and stones by the side of a large rock; thence

South 51° 30' East 40 rods to a rock with Stones upon it; thence South 55° 30' West bordering on other land of the grantor 606' to a stake and stones; thence

North 61° 30' west bounding on other land of grantor 385' to the place of beginning.

Containing about 30 acres more or less.

SUBJECT TO all exceptions and reservations as set forth in the deeds of Buckminister to Isham dated October 24, 1900, recorded in Volume 325, Page 229, Cheshire Records.

SUBJECT TO certain reservations as set forth in deed of Davis and Symonds Lumber Co., to Carl B. Thomas and Betty L. Thomas, dated July 2, 1976 and recorded in Vol. 918, Pg, 6 of the Cheshire County Registry of Deeds.

Meaning and intending to convey a portion of the so-called Whipple and Isham lots, conveyed in said deed of Davis & Symonds Lumber Company to Carl B. Thomas, et ux, dated July 2, 1976 and recorded in Vol. 918, Pg. 6 of the Cheshire County registry of Deeds.

EXCEPTING from the above described premises, land acquired by the State of New Hampshire pursuant to Notice of Condemnation dated August 26, 1977 and recorded in Vol. 935, Pg. 824 of the Cheshire Registry of Deeds, and by Commissioner's Return of Highway Layout recorded in said Registry at Book 939, Page 400.

SUBJECT TO and TOGETHER WITH all reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe a portion of the premises conveyed to PGVG, LLC by deed of Corey C. Garabedian, Successor Trustee of The Paul Garabedian Jr. Revocable Trust, dated November 17, 2020, and recorded in the Cheshire County Registry of Deeds in Book 3140, Page 876; said portion being the certain parcel listed and described in said deed as TRACT 2.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day of February 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, PGVG, LLC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of PGVG, LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

QUITCLAIM DEED

86 ROCKINGHAM ROAD, LLC, a New Hampshire limited liability company with a mailing address of 352 South Broadway, Salem, New Hampshire 03079, for consideration paid, grants to [BUYER NAME], a [INDIVIDUAL OR ENTITY], of [ADDRESS], with QUITCAIM COVENANTS:

A certain tract or parcel of land situated in Windham, County of Rockingham, State of New Hampshire, currently designated as Map/Parcel: 08B-06100-00947 by the Windham Tax Assessor's records, bounded and described as follows:

Beginning at the northwest corner of the premises at land now or formerly of Steven Brown; then running

Easterly along the said Brown land a distance of seven hundred thirty (730) feet, more or less, to a stake; then turning and running

Southerly along the boundary between the premises herein conveyed and other land of these grantors, a distance of one thousand twenty-seven (1,027) feet, more or less, to a stake and land now or formerly of Douglas and David Yennaco; then turning and running

Westerly along said boundary of Yennaco land a distance of seven hundred ten (710) feet, more or less, to a stake and land now or formerly of Steven Brown; then

Northerly along said Steven Brown land a distance of one thousand (1,000) feet, more or less, to a stake and the point of beginning.

Meaning and intending to convey a certain tract or parcel of land containing seventeen (17) acres, more or less, and being one-half of Parcel No. 116 in a certain deed from Forrest Peters to Advance Realty

Meaning and intending to convey a certain tract or parcel of land containing seventeen (17) acres more or less.

SUBJECT TO the reservation in Deed of James A Sayer Jr. and Paul Garabedian, d/b/a Advance Realty, Inc., dated October 8, 1970 and recorded at Book 2038, Page 55, of any interest in the tract or parcel of land recorded in Rockingham County Registry of Deeds, Book 1018, Page 391, also any interest in tract or parcel of land recorded in Book 776, Page 116.

SUBJECT TO the reservation in Deed of James A. Sayer Jr. and Paul Garabedian, d/b/a Advance Realty, Inc., dated October 8, 1970 and recorded at Book 2038, Page 55, of any right to use rights of way existing and as covenants running with the land, if any, and also previously of record for the purpose of passing to and from the within granted premises and granting the same right over the premises easterly and adjacent to the granted premises, which premises were conveyed by said Sayer and Garabedian to Aladdin Realty Corporation.

EXCEPTING that property taken by the State of New Hampshire, by Condemnation dated February 25, 2004 and recorded at Book 4239, Page 2676.

EXCEPTING that property conveyed to the State of New Hampshire by deed dated November 2, 2005 and recorded at Book 4583, Page 492.

SUBJECT TO and TOGETHER WITH all other reservations, restrictions and/or covenants, easements, liens, encumbrances and mortgages of record, if any, insofar as the same may now be in force and applicable.

MEANING AND INTENDING to describe the same premises listed as PARCEL No. 1, being a portion of the premises conveyed to 86 Rockingham Road LLC by deed of Nineteen Thirty Four Ventures LLC, dated September 2, 2020 and recorded in the Rockingham County Registry of Deeds at Book 6163, Page 1737.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of February, 2022.

COREY C. GARABEDIAN, Manager and Duly Authorized Representative, 86 Rockingham Road LLC.

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM On this _____ day of February, 2022, before me, the undersigned notary public, personally appeared Corey C. Garabedian, manager and duly authorized representative of 86 Rockingham Road LLC who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, duly authorized, and acknowledged to me that he executed the same in his representative capacity voluntarily for its stated purpose.

Notary Public:

Addendum A

Purchase and Sale Agreement

SELLER:

BUYER:

Buyer and Seller hereby agree that this Addendum A shall be incorporated into, and become part and parcel to the Purchase and Sale Agreement executed herewith by the Buyer and Seller for the sale of the real property described as:

("Premises");

as incorporated and referenced in said Purchase and Sale Agreement.

1. Ambiguity/Conflict of Terms.

If any provision contained in this Addendum A is in conflict with, or inconsistent with, any provision(s) in the Purchase and Sale Agreement or any other agreement(s) executed by Buyer relating to the purchase of the Premises, the provision(s) contained in this Addendum shall prevail, govern and control.

2. Indemnification.

Buyer's obligations under this Section 2 titled "Indemnification" shall survive the termination of this Agreement and shall survive the Closing and transfer of title.

As referenced in Purchase and Sale Agreement, the Premises is being sold "As is", and Buyer hereby agrees to indemnify, defend, and hold Seller, and its officers, directors, partners, members, agents, beneficiaries, employees, affiliates, attorneys, heirs, successors, and assigns (collectively, "Sellers's Indemnified Parties") harmless from and against any and all claims, demands, losses, liens, damages, punitive damages, costs, expenses, causes of action or judgements of any kind or character including, without limitation, any interest, penalty, reasonable attorney's fees and other costs and expenses incurred in connection therewith or with the defense thereof (collectively, the "Claims"), whenever arising, whether before or after the Closing Date unless specified, including but not limited to:

A. Accidents or injuries associated with the Premises, including but not limited to any wells, pipelines, tanks, utility equipment, personal property, or fixtures used on or in connection with the Premises;

B. All adverse environmental conditions, including any such conditions arising out of or relating to any discharge, release, storage, treatment, or any activities on or in the Premises,

Addendum A

Purchase and Sale Agreement

or the migration or transportation from any other lands to the Premises, whether before or after the Closing Date, of materials or substances that are at present, or become in the future subject to regulation under federal, state or local laws or regulations, whether such laws or regulations now exist or are hereafter enacted; Buyer hereby releases Seller and Seller's Indemnified Parties from and against any and all claims for contribution under any present or future environmental law;

C. Any and all liabilities and obligations or alleged or threatened liabilities and obligations caused by, related to, attributable to or arising out of the ownership or operation of the Premises after the Closing Date;

D. Any and all liabilities and obligations or alleged or threatened liabilities and obligations caused by, related to, attributable to or arising out of the Buyers action or inaction;

E. Any and all liabilities and claims, or alleged or threatened liabilities and claims arising in whole or in part from the sole or concurrent negligence or strict liability of Seller or any of Seller's Indemnified Parties; and

F. Any and all liabilities, claims, and obligations caused by, related to, attributable to or arising out of Buyer's agreements or dealings with Auctioneer, Title Insurer, Title Company, or any other third parties relating to the purchase of the Premises.

3. <u>Open Space/ Current Use.</u> [Applicable for New Hampshire Property]

The Seller makes no representations to the Buyer as to whether or not any portion of the Premises is subject to open space (current use) land classification under RSA Chapter 79-A. Buyer expressly accepts the property "as-is", including but not limited to any open space or current use designations that may exist. Buyer shall be responsible for performing due diligence to determine if any portion of the Premises is subject to open space or current use land classification. In the event that any portion of the Premises is so subject to open space (current use) land classification, then provided the Closing occurs (i) the Premises shall be conveyed subject to such open space (current use) land classification and (ii) any land use change tax, assessment or penalties shall be borne by the Buyer.

Addendum A

Purchase and Sale Agreement

4. Assignment.

The Buyer may not assign its rights under this Agreement except with the express, prior written consent of the Seller, which consent may be given or not given by the Seller in its sole discretion.

5. Transfer Tax.

Seller and Buyer shall share equally, and split evenly, the transfer tax at closing (50%/50% transfer tax allocated to each).

Duly Executed, on this _____ day of February 2022, by and between:

Seller: _____

Buyer:

Duly Authorized

How to Bid Online

Paul McInnis, Inc. is pleased to offer these 11 Parcels of land by way of a LIVE VIRTUAL ONLINE AUCTION with Pre-Bidding.

Pre-Bidding is an option for those who are unavailable for the Live Virtual Auction on Saturday February 19th, at 10:00 a.m. EST. Once registered you can place an initial bid with your maximum and the bidding software will execute the bids on your behalf. Pre- Bidding runs from February 7th up till February 19th at 9:00 a.m.

You can access the online auction portal, *NextLot*, by going to our website and clicking on *Online Auction - View Online Auction*. Or <u>Click Here</u>

STEP ONE:When you have connected with the *NextLot* portal, click **"SIGN UP"** located in the upper right-hand corner of your screen as shown below. Here you will register and create your *NextLot* account. This requires a valid credit card and a \$1.00 charge to verify the card.

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STEP TWO: Next you will need to complete the registration form which is on the last page of this package, or you can <u>click here</u>. This requires your credit card once again and acknowledgement by signing the form. This can be completed electronically or printed out and retuned to our office by email or fax. Once we receive that form your bid number will be authorized to bid.

Please contact the auction office at <u>admin@paulmcinnis.com</u> or 603-964-1301 with any questions.







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Email completed form to admin@paulmcinnis.com

ONLINE BIDDER REGISTRATION FORM 22PM-01 Pre-Bidding Opens: Monday, February 7th. Live Webcast: Saturday, February 19th at 10:00 a.m.

SELECT PARCEL: A B C D E F G H I J K

FIRST NAME, MIDDLE INITIAL, & LAST NAME HOME ADDRESS CITY, STATE, & ZIP CODE PREFERRED PHONE NUMBER EMAIL ADDRESS

Registration: At the time of registration, you will be required to provide your credit card information below. By registering to bid you understand and agree that **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) both by Tuesday, February 22nd at 3:00 p.m., you hereby authorize the Auction Company to charge your credit card a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$5,000.00 U.S. Dollars per parcel.

Terms: A hold will be placed on the Credit Card given below pending the successful bidder's delivery of the **Earnest Money** totaling 10% of the Total Purchase Price no later than February 22nd at 3:00 p.m. With the balance due at closing within 30 days of the auction. A 10% Buyer's Premium will be added to the high bid price to become the Total Purchase Price. Sale is subject to confirmation of the Seller and is subject to all Terms of Sale.

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 all Terms.

PRINT BUYER'S NAME:

SIGNATURE OF

BIDDER:

DATE:

22PM-01 Reviewed By:

NAME ON CREDIT CARD		CREDIT CARD NUMBER (MasterCard or Visa)
EXPIRATION DATE	CVV	BILLING ZIP CODE