

SALE & PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT

Received from (Purchaser's Full Name) _____ of _____ (Address) the sum of _____ (\$ _____), with the deposit being 10% of the sale price (the "Deposit") and other valuable consideration, on account of the purchase of the following lands and premises owned by Gary Puleo. The property that is the subject of this Agreement is located at 20 High Street, in the town of Colebrook, Coos County, New Hampshire, as more particularly described in SCHEDULE A, attached (the "Property").

It is hereby agreed that Purchaser shall purchase, and Sellers shall transfer the property in accordance with the following terms and conditions:

1. Purchase Price:

High Bid:	\$ _____
+ 10% Buyers Premium	\$ _____
= Purchase Price:	\$ _____
10% Deposit:	\$ _____

- The Deposit will be held by the Thomas Hirchak Company in its auction account, which is non-interest-bearing.
- Transfer of title to the Property shall be by a Warranty Deed.
- The closing shall be conducted on or by August 31, 2026, that date being thirty-one days (31) days from date of auction (the "Closing Date"), at such place as mutually agreeable by the parties, unless otherwise extended by mutual agreement of the parties. At closing, the Deposit shall be credited toward the purchase price, and Purchaser shall pay the balance of the purchase price to Seller in the form of cash, certified check, or attorney's trust account check.
- In the event the Purchaser shall fail to pay the balance of said purchase price on the Closing Date, Seller may either retain all of the deposit money, as agreed and as liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law.
- THERE IS NO FINANCING OR PROPERTY INSPECTION CONTINGENCIES TO THE PURCHASE OF THE PROPERTY.
- The Property is sold conveying marketable title but subject to all laws, ordinances and governmental regulations (including building and zoning ordinances) affecting the real property, and easements, rights of way, and restrictions of record, and permits, if any, including but not limited to any matters set forth on Schedule A. No representations are made as to boundaries or

acreage or permits. Purchaser is solely responsible for determining whether the Property is suitable for Purchaser's intended uses.

8. Purchaser shall, at Purchaser's sole expense, immediately cause the title to the Property described herein to be examined. In the event that the Purchaser discovers title defects or encumbrances which are not excepted in this Agreement and which render title to the Property unmarketable as defined by New Hampshire Title Examination Standards, the Purchaser shall notify the Sellers within (10) ten business days of said auction, in writing, of such title defects or encumbrances. Promptly following receipt of such notice, Sellers shall endeavor to remove the specified title defects or encumbrances. If at the expiration of thirty (30) days following the receipt of such notice or on the date originally set forth for closing, whichever is later, Sellers are unable to convey marketable title (as defined below) free and clear of all title defects or encumbrances which are not excepted in this Agreement, Purchaser may:
 - a. Accept such title to the Property as Sellers can convey, subject to the encumbrances specified herein and in the aforesaid notice of encumbrances or defects, without a reduction in the purchase price; or,
 - b. Rescind this Agreement, and, if so, receive back all of the Deposit.

It is understood and agreed that the title herein required to be furnished by the Sellers shall be marketable and the marketability thereof shall be determined in accordance with the New Hampshire Bar Association Title Examination Standards now in force to the extent applicable standards exist. It is also agreed that any and all defects in or encumbrances against the title which come within the scope of said Title Standards which are not excepted in this Contract shall not constitute a valid objection on the part of the Purchaser, if such Standards do not so provide; provided, the Sellers furnishes any affidavits or other instruments which may be required by the applicable Standards.

9. The New Hampshire Property Transfer Tax shall be split evenly between the Purchaser and the Seller.
10. All real estate taxes, utilities and municipal charges will be prorated at the time of the Closing.
11. Purchaser shall reimburse Seller for any fuel proration (oil and/or propane), if applicable, based on the per gallon price paid at the time of the most recent fuel delivery, for any fuel at the Property on the date of Closing.
12. Purchaser states that, in entering into this Agreement, Purchaser is not relying on any representations made by Sellers or Seller's Agent, but, rather, is relying solely on Purchaser's own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser has inspected the real property which is the subject of this Agreement, is familiar with the condition of such Property and its occupancy status, and agrees to accept the same in its condition as of the date of closing, "AS IS" without warranty, expressed or implied.
13. Seller does not make, and have not made, any warranties or representations concerning the environmental condition of the Property to be conveyed herein. This Agreement and any subsequent conveyance are subject to this disclaimer. The subject property is sold in "AS IS"

condition and Purchaser agrees to accept same in its present condition, without representation or warranty of fitness for any particular use.

These provisions may be included in the Trustee Deed and shall survive the closing.

14. The Seller gives to the Buyer the following disclosure required by NHRSA Section 477:4-a:

Radon: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

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.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

15. The Seller gives to the Buyer the following disclosure required by NHRSA Section 477:4-c and d:

(1) The Property is served by a **Public** water supply. (2) The Property is served by a **Public** sewage-disposal system. (3) Insulation: Seller believes that there is insulation in the walls and attic of the building on the Property, but Seller has no specific information about the type or thickness of that insulation.

16. Seller shall bear the risk of loss or damage to the Property by fire or other casualty until the time of closing. In the event the property shall be damaged or destroyed by fire or other casualty and are not restored to their present condition by the date set for closing, Purchaser may either cancel this agreement upon written notice to Purchaser and the Escrow Agent shall return the deposit to Purchaser and neither party shall have any further rights or liabilities under this agreement or Purchaser may take title to the Property, and receive the benefit of all insurance monies recovered on account of such damage.

17. The personal property that is in the property at the time of the sale is included. Purchaser acknowledges that any personal property will be transferred in "AS IS" condition and that Purchaser will be solely responsible for disposing of any unwanted personal property as well as any trash, refuse, or debris located on the Property.

18. Seller and Purchaser agree that Thomas Hirchak Company as Auctioneers/Brokers of Seller brought about this sale and that Thomas Hirchak Company acted solely as an AGENT of Seller in this transaction.

19. Possession and occupancy of the Property, shall be given to the Purchaser at the time of closing.

20. The parties agree that, with respect to the performance of their respective obligations hereunder, **time is of the essence.**

21. If it becomes necessary for Seller to enforce any of its rights under this Agreement, Seller shall be entitled to recover from Purchaser Seller's reasonable attorneys' fees, court costs and other expenses incurred by it in connection with the enforcement of those rights or in defending an action brought by the Purchaser.

22. This Agreement shall benefit and bind both the Sellers and Purchaser and their respective heirs, executors, administrators, successors and assigns and shall be governed by Vermont law.

Purchaser has read this Agreement and understands the terms and is bound by its contents. Purchaser by executing this Agreement acknowledges that this Agreement is subject to the disclaimers as stated herein.

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at Colebrook, New Hampshire, this 31st day of July, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the Seller has executed this agreement at Colebrook, New Hampshire, this 31st day of July, 2026.

IN THE PRESENCE OF:

Witness

Gary Puleo
Seller

SCHEDULE A

A certain tract or parcel of land, with any and all buildings thereon, situate in the Town of Colebrook, County of Coos, and State of New Hampshire, being more particularly bounded and described as follows:

Beginning at the northeast corner of the lots in said Village of Colebrook formerly owned by Dr. Walter F. Noyes, Jur., and now or formerly owned by George C. Laperle;

Thence on the East line of said Laperle lot southerly fifty-five (55) feet;

Thence at right angles with said East line of said Laperle lot easterly thirty (30) feet;

Thence parallel to the said Laperle line northerly fifty-five (55) feet to a stake and stones; and

Thence at right angles westerly thirty (30) feet to the bound begun at.

TOGETHER WITH the following described easement. A sufficient and convenient right-of-way open and unfenced for the use of said grantee, with vehicles and for other purposes from said North line of said Lot in a straight line to the highway in said Colebrook Village, known as Parsons Street.