

ADDENDUM TO THE PURCHASE AND SALES AGREEMENT



This ___ Addendum to the Purchase and Sales Agreement dated June 6, 2019 between M & T Proia Realty Trust (**"SELLER"**), and Kimberly Gable and Charles Gable (**"BUYER"**), for the property located at 20 Tuckaway Shores rd Nottingham NH, hereby agree to the following:

THE SELLING PRICE IS REDUCED TO SIX HUNDRED SEVENTY-THREE THOUSAND DOLLARS ---\$673,000.00
SELLERS WILL CREDIT THE BUYERS \$13,000.00 AT CLOSING TO BE USED TOWARDS CLOSING COSTS, PREPAIDS AND OTHER SETTLEMENT RELATED COSTS
SELLERS WILL DELIVER TO THE BUYERS PRIOR TO CLOSING A STATE AND LOCALLY APPROVED 3 BEDROOM YEAR ROUND SEPTIC DESIGN. Buyer shall be allowed to consult with designer as to the ultimate design.
THE TRANSFER OF TITLE DATE IS EXTENDED TO ON OR BEFORE 8/2/2019.
Buyer declares that all other inspection contingencies are satisfied.
Parties agree that any previous addenda are no longer applicable. This addendum is prepared on July 14, 2019.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties. EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

Charles A. Gable
BUYER
dotloop verified
07/15/19 8:45 AM EDT
YHMU-OC45-84CK-UTWM
DATE / TIME

Kimberly Gable
BUYER
dotloop verified
07/15/19 8:57 AM EDT
IQ7L-YF94-4YVK-0LGH
DATE / TIME

Marjorie Proia, Trustee
SELLER
dotloop verified
07/14/19 11:51 AM EDT
V6RS-G7WB-V3UF-MM56
DATE / TIME

SELLER
DATE / TIME

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(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. THIS AGREEMENT made this 2nd day of JUNE, 2019 between M & T PROIA REALTY TRUST ("SELLER") of 20 CONCORD ROAD, City/Town BILLERICA, State MA, Zip 01821 and Charles A Gable and Kimberly Gable ("BUYER") of 61 Miller Dr, City/Town Somers, State CT, Zip 06071

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Nottingham NH located at 20 Tuckaway Shores Common, a 3 BDRM Contemporary w/ 2 car attach garage, dock, det. garage 95 feet of privately owned Pawtuckaway frontage/comm.beach/boat rts, located on a .43 acre lot m/l County Rockingham Book 5691 Page 1645 Date (PROPERTY).

3. The SELLING PRICE is SIX HUNDRED EIGHTY FIVE THOUSAND AND NO/100 Dollars \$685,000.00 A DEPOSIT in the form of PERSONAL CHECK is to be held in an escrow account by BHHS VERANI ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$10,000.00 BUYER agrees that an additional deposit of earnest money in the amount of \$10,000.00 will be delivered on or before after satisfactory accepted inspection. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$665,000.00

4. DEED: Marketable title shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before 07/17/2019 at LOCAL OFFICE OR BY MAIL or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions:

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 48 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: TOM DUFFY of BHHS VERANI is a seller agent buyer agent facilitator disclosed dual agent*

PAULA HINCKLEY - CARL SACK of LADY OF THE LAKE REALTY, LLC is a seller agent buyer agent facilitator disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$5,000.00

SELLER(S) INITIALS / BUYER(S) INITIALS

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9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any.

NH Real Estate Transfer Tax to be split evenly between Seller and Buyer

11. PROPERTY INCLUDED: All Fixtures STOVE - REFRIGERATOR - WASHER - DRYER - WINDOW TREATMENTS - DOCKS - SWIM RAFT

12. 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.

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.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women.

Disclosure Required [X] YES [] NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE:

[Signature] 05/03/19 8:47 AM EDT

[Signature] 05/03/19 8:52 AM EDT

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property.

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include General Building, Sewage Disposal, Water Quality, Radon Air Quality, Radon Water Quality, Lead Paint, Pests, Hazardous Waste, and two blank rows.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER.

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

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

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- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY. BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE: [] []

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

Table with 2 columns: Item description and YES/NO checkboxes. Items include Restrictive Covenants of Record, Easements of Record/Deed, Park Rules and Regulations, Condominium documentation per N.H. RSA 356-B:58, Co-op/PUD/Association Documents, Availability of Property/Casualty Insurance, and Availability and cost of Flood Insurance.

If such review is unsatisfactory, BUYER must notify SELLER in writing within 20 days from the effective date of the Agreement falling which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement ([x] is) ([] is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT \$565,000. TERM/YEARS 30 RATE Jumbo MORTGAGE TYPE Jumbo

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

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

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19. ADDITIONAL PROVISIONS:

This Agreement is Contingent upon the Following and all Results must be Satisfactory to the Buyer:
Review and Acceptance of the Sellers Property Disclosure
Review and Acceptance of the Waterfront Site Assessment
Review and Acceptance of the Lead Paint Disclosure
The Property Must Appraise at or above the Selling Price or the Buyers will have the option to withdraw from the Contract or Renegotiate the Selling Price.

20. ADDENDA ATTACHED: [] Yes [X] No

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

Signature: Charles A. Gable
dotloop verified
06/03/19 8:47 AM EDT
QTGM-XMH5-TYWH-TDXW
BUYER DATE/TIME

Signature: Kimberly Gable
dotloop verified
06/03/19 8:52 AM EDT
YZVF-J8D9-NMIT-Z1BD
BUYER DATE/TIME

61 MILLER DRIVE
MAILING ADDRESS

same as Co Buyer
MAILING ADDRESS

Somers CT 06071
CITY STATE ZIP

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER DATE/TIME

SELLER DATE/TIME

20 CONCORD ROAD
MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP