

**AGREEMENT FOR THE PURCHASE AND SALE OF CONDOMINIUM UNIT  
NUBANUSIT NEIGHBORHOOD AND FARM, A CONDOMINIUM**

This agreement is made this \_\_\_ day of \_\_\_\_\_, 2009,  
between Nubi River Partners, LLC (SELLER) of 25 Steele Road, Peterborough,  
New Hampshire 03458, and \_\_\_\_\_(BUYER)  
of \_\_\_\_\_ [ADDRESS, CITY, STATE, ZIP].

The Seller agrees to sell and convey and the Buyer agrees to buy a certain  
condominium unit situated in PETERBOROUGH, Hillsborough County, State of  
New Hampshire, and being more particularly identified as Unit ## (##  
\_\_\_\_\_ Road) of the Nubanusit Neighborhood & Farm, A Condominium  
(the "Condominium"), created by a Declaration of Condominium dated November  
6, 2007 and recorded November 28, 2007 at the Hillsborough County Registry of  
Deeds at Book 7925, Page 267, and any amendments thereto (the "Declaration"),  
together with an undivided interest in the Common Areas of the Condominium  
as described in the Declaration. The location and boundaries of the Unit herein  
conveyed are shown on the Condominium's site plan titled "As-Built  
Condominium Site Plan, Nubanusit Neighborhood & Farm, Nubi River Partners,  
LLC, Steele Road, Peterborough, NH, Lot U026-008-000 Sheet 1 of 2," prepared  
by SFC Engineering Partnership, Inc., dated 4/11/2008, and recorded at the  
Hillsborough County Registry of Deeds as Plan 35956, and "As-Built  
Condominium Site Plan, Nubanusit Neighborhood & Farm, Nubi River Partners,  
LLC, Steele Road, Peterborough, NH, Lot U026-008-000 Sheet 2 of 2," prepared  
by SFC Engineering Partnership, Inc., dated October 3, 2008 and recorded at  
the Hillsborough County Registry of Deeds as Plan 36177, and on floor plans  
titled "Nubanusit Neighborhood & Farm, A Condominium for Nubi River  
Partners LLC, Peterborough, NH, Building \_\_\_" dated \_\_\_\_\_ *[insert  
date on building plan here]* and recorded at the Hillsborough County Registry of  
Deeds as Plan \_\_\_\_\_ *[insert plan # from registry of deeds here]. [list of dates  
and #s are attached to this sample P&S]*

The SELLING PRICE is \_\_\_\_\_ [AMOUNT IN  
WORDS] dollars (\$###,###). The Buyer has proffered a Deposit in the following

form and amount:

A check in the amount of \_\_\_\_\_ [AMOUNT IN WORDS] Dollars (\$###,###.00), receipt of which is hereby acknowledged by the Seller.

This Deposit is to be held by Lake Sunapee Bank, 2-4 Main Street, Peterborough, NH 03458, and may be applied to the costs of construction of the CONDOMINIUM, as provided by New Hampshire Revised Statutes Annotated 356-B:57.

The remaining amount of \_\_\_\_\_ [AMOUNT IN WORDS] dollars (\$###,###.00) will be paid at the time of transfer of title, in the form of cash, certified check, bank check, or lawyer's client funds trust account check.

DEED: Marketable title shall be conveyed by a Warranty Deed and shall be free and clear of all encumbrances except those stated herein or in the Declaration of Condominium and any usual public utilities serving the property; any other restrictive covenants of record to be acceptable to the Buyer.

TRANSFER OF TITLE: The Seller will transfer title to the Buyer on or before \_\_\_\_\_, within Cheshire or Hillsborough County, New Hampshire at the office of Seller's or Buyer's attorney, at the Hillsborough Registry of Deeds, at the Lending Institution, or a place of mutual consent.

POSSESSION: The Seller is to deliver property free of all tenants, personal property and encumbrances, except as herein stated, on Transfer of Title.

AGENTS: Neither party to this agreement is represented by a Real Estate agent or broker.

INSURANCE: The Seller shall deliver the property substantially complete and in new condition. The Seller shall keep, or cause to keep, all buildings on the premises insured against fire and extended casualty coverage, in accordance with the Condominium Declaration and By-Laws. In case of a loss, Seller shall

repair or restore the premises to new and complete condition.

**TITLE:** If, upon examination of title, the Buyer finds that the title is not marketable, the Seller shall have a reasonable time, not to exceed 30 days from the date of notification of defect (unless otherwise agreed in writing) to remedy such defect. Should the Seller be unable to provide marketable title within said 30 days, the Buyer may rescind this agreement at Buyer's sole option, with full deposit refunded to Buyer and all parties being released from any further obligation hereunder. The Seller hereby agrees to make a good faith effort to correct any defect in title within 30 days after receipt of notification of such defect. The cost of examination of title shall be borne by Buyer.

**TAXES** and special assessments shall be allocated as of the date of closing. If such allocation of municipal taxes and assessments at time of closing is made based on preliminary or estimated tax bills, Buyer and Seller agree to recompute the allocation of such amounts based on the final tax bill for the tax year during which the closing occurs and to pay to the other party any amounts that may be due based on that computation. Title transfer taxes will be paid by Seller and Buyer in conformance with New Hampshire law.

Utility bills and condominium fees shall be prorated as of the date of transfer of title.

**PROPERTY INCLUDED:** All fixtures, finishes and appliances currently in the unit shall be included.

**INSPECTIONS.** The Buyer may inspect the premises at any mutually agreeable time at least 24 hours prior to the time and date of Transfer of Title.

**LIQUIDATED DAMAGES:** If the Buyer shall default in the performance of its 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, if any,

the Escrow Agent may, in its sole discretion, pay such monies to 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 hold 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 forwarding of same to the Clerk of such court.

**PRIOR STATEMENTS:** Any verbal representations, statements and agreements are not valid unless contained herein. This agreement completely expresses the obligations of the parties as to the sale of real estate. The parties may enter into a separate agreement for the disposition of personal property.

**FINANCING:** This Agreement is not contingent upon Buyer obtaining financing.

**NOTIFICATIONS:** Buyer acknowledges receipt of the following notifications, as required by New Hampshire law, RSA 477:4-a:

"Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

"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."

Buyer acknowledges receipt of the Public Offering Statement and the disclosures provided by Seller concerning water, sewer and insulation.

**Notice of Use of Deposit Funds for Construction.**

The Deposit made at the time of the signing of this Purchase and Sale Agreement by the Purchaser of a unit may be used to pay for the construction of the condominium (infrastructure and buildings). By signing the Purchase and Sale Agreement the Purchaser gives the Declarant permission to use said deposit for such purposes.

In the event that a deposit has been used to pay for the construction of the condominium and the Declarant (Nubi River Partners, LLC or successor) does not complete the construction of the condominium and does not convey the unit promised to the Purchaser in the Purchase & Sales Agreement then Purchaser shall be repaid all or a portion of said deposit according to the following terms:

- The land and any buildings thereon shall be sold and all outstanding bills shall be paid.
- If there are remaining assets after sale of the property and payment of bills, the remaining financial assets shall be divided according to the percentage that an individual or entity has contributed to the Project.

**WARRANTY:** This Condominium is established pursuant to New Hampshire RSA 356-B, and is covered by the statutory warranty pursuant to RSA 356-B:41, which provides a warranty against structural defects for one year from the date the unit is conveyed.

This contract is effective and binding on the parties when it is signed by Seller and five days after it is signed by Buyer, according to the dates of signature indicated below. This agreement shall be binding upon heirs, administrators, executors, and assigns of both parties.

**NOTICE OF RIGHT TO CANCEL WITHIN FIVE DAYS**

Pursuant to New Hampshire RSA 356-B:50, II, the Buyer may cancel this agreement within FIVE DAYS of the date it is signed by Buyer, or within FIVE



**Annex A**  
**Public Offering Statement**  
*(insert latest Public Offering Statement here)*

**Annex B**  
**Disclosure regarding water, sewer, and insulation.**

**Annex B: Disclosure regarding water, sewer, and insulation.**

Pursuant to New Hampshire RSA 477:4-c and 4-d, Seller makes the following disclosures:

**(a) Water supply**

Water is supplied to the premises by the Town of Peterborough municipal water system.

**(b) Sewage disposal**

The premises are served by the Town of Peterborough municipal sanitary sewer system.

**(c) Insulation**

The condominium unit is or shall be insulated with seven inches of dense pack cellulose in the exterior walls, with foamed in place rigid insulation blockers at all floor and roof transitions. The roof is insulated with thirteen inches of dense pack cellulose. The foundation is insulated with 2 ¼" rigid fiberglass drainboard. There is r19 fiberglass at the basement ceiling (if a basement is present).

<b>Unit</b>	<b>Hills. Cnty Plan # (Build.)</b>	<b>Date Build. Plan Recorded</b>	<b>Address</b>
01A	36166	9/29/08	50A Steele Rd
01B	36166	9/29/08	50C Steele Rd
01C	36166	9/29/08	50B Steele Rd
01D	36166	9/29/08	50D Steele Rd
02A	36166	9/29/08	2B Village Ln
02B	36166	9/29/08	2A Village Ln
03	36118	8/22/08	10 Village Ln
04A	36118	8/22/08	16A Village Ln
04B	36118	8/22/08	16B Village Ln
05A	36118	8/22/08	15B Village Ln
05B	36118	8/22/08	15A Village Ln
06	36166	9/29/08	7 Village Ln
07A	35794	11/30/07	86A Steele Rd
07B	35794	11/30/07	86B Steele Rd
08A	35795	11/30/07	100B Steele Rd
08B	35795	11/30/07	100A Steele Rd
09A	35796	11/30/07	95B Steele Rd
09B	35796	11/30/07	95A Steele Rd
10A	35797	11/30/07	93B Steele Rd
10B	35797	11/30/07	93A Steele Rd
11	35798	11/30/07	91 Steele Rd
12	35799	11/30/07	89 Steele Rd
13	36118	8/22/08	25 Callie's Common
14	35957	4/15/08	23 Callie's Common
15	36072	7/21/08	21 Callie's Common
16A	36014	5/28/08	15A Callie's Common
16B	36014	5/28/08	15C Callie's Common
16C	36014	5/28/08	15B Callie's Common
16D	36014	5/28/08	15D Callie's Common