

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of 16th day of December, 2024 (the "Effective Date"), by and between Strawberry Blossom Montessori, a New Hampshire nonprofit corporation (hereinafter the "Buyer") and Lake Sunapee Group, Inc., a New Hampshire corporation, with a mailing address of PO Box 1089, Ellsworth, ME 04605 (hereinafter, the "Seller").

BACKGROUND

A. Buyer desires to purchase the Property (as defined below) from Seller, and Seller desires to sell the Property to Buyer, subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE

1.01 Agreement to Buy/Sell. In consideration of the payment of the Purchase Price by Buyer to Seller as herein provided and for other good and valuable consideration, Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, subject to and in accordance with the terms and conditions of this Agreement.

1.02. Property. The term "Property" shall describe all of the Property below:

(i) **Land**. Seller's fee simple interest in and to certain real property located at 331 Main Street (Tax Map 84, Lot 89) and Gould Road (Tax Map 84, Lot 85), New London, New Hampshire, as depicted on Exhibit A attached hereto and made a part hereof (the "Premises") together with all rights and appurtenances pertaining to thereto, including, without limitation, all of Seller's right, title and interest in and to (a) all minerals, oil, gas, and other hydrocarbon substances thereon or thereunder, (b) all adjacent strips, streets, roads, alleys and rights-of-way, public or private, open or proposed, (c) all covenants, easements, privileges, and hereditaments pertaining thereto, of record, (d) all access, air, water, riparian, development, utility, and solar rights, and (e) all other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "Land"). Buyer acknowledges that the boundary between the Premises and the Bank Land (as defined below) may be subject to a Boundary Line Adjustment (as defined below) if needed in connection with the Approvals and/or the Project Easements, if any, as further set forth in Section 6.03(vi) below.

(ii) **[Intentionally Omitted]**.

(iii) **[Intentionally Omitted]**.

(iv) **Permits.** Seller's right, title and interest in all permits, licenses, certificates of occupancy, entitlements and governmental approvals which relate exclusively to the Land, to the extent assignable (collectively, the "Permits").

1.03 **Seller's Adjacent Property.** Notwithstanding the Property being sold by Seller to Buyer pursuant to Section 1.01 and 1.02 above, Seller will retain the land and improvements thereon adjacent to the Property located at 321 Main Street (Tax Map 84, Lot 88) New London, New Hampshire (the "Bank Land"), which Seller intends to redevelop pursuant to Section 6.03 below.

2. PURCHASE PRICE, DEPOSIT, AND MODE OF PAYMENT

2.01 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be

2.02 Deposit. Upon the date that is 5 business days from the Effective Date, Buyer shall deliver to Sheehan Phinney (the "Escrow Agent") (the "Deposit") to be held in a non-interest-bearing account.

2.03 Purchase Price Payment. The Purchase Price shall be payable as follows:

(i) By application of the Deposit.

(ii) The balance of the Purchase Price by wire transfer, cash, bank or certified check drawn on a member bank of the Boston Clearing House, or other form of current funds or as instructed by Seller.

3. CLOSING

3.01 Closing. The closing shall occur on or before thirty days (30) from expiration of the Approval Period (as defined below) (the "Closing"). Buyer shall be entitled to advance the Closing by providing written notice to Seller at least 10 business days prior to the requested Closing date.

4. OBLIGATIONS OF THE PARTIES AT CLOSING.

4.01 Seller's Obligations: At Closing the Seller shall deliver the following to the Buyer:

(i) a Warranty Deed (the "Deed") of its interest in the Property in statutory form, conveying clear, record and marketable title in fee simple absolute, such as will be fully insurable with a title insurance company selected by Buyer's lender(s), free and clear of all encumbrances, mortgages, liens, easements (except those deemed acceptable pursuant to Section 6.02); applicable land use and building laws and regulations; and the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to proration as herein provided, Seller being obligated to remove all mortgages and monetary liens of a definite

or ascertainable amount at Closing and for which, to the extent thereof, the cash portion of the Purchase Price, net of prorations, shall be used.

(ii) customary affidavits addressed to Buyer, its lender(s) and Buyer's title insurance company with respect to parties in possession and mechanic's liens reasonably required by Buyer's title insurance company substantially in the form of Exhibit B hereto, provided that in no event will Seller provide a so-called "Survey Affidavit".

(iii) Reserved.

(iv) an assignment of any contracts, plans and permits in a form and content reasonable acceptable to Buyer.

(v) real estate transfer documents, transfer tax declarations, assignments, bill of sale and other documents, affidavits, and forms customarily required when transferring property in the State of New Hampshire or as reasonably requested by Buyer or its title insurance company.

4.02 Buyer's Obligations. The Buyer shall have the following obligations at Closing:

(i) delivery of the Purchase Price.

(ii) a copy of Buyer's, or its assignee's, vote(s) authorizing resolutions or similar evidence, authorizing the purchase of the Property.

(iii) real estate transfer documents, transfer tax declarations, and other documents, affidavits, and forms customarily required when transferring property in the State of New Hampshire and as reasonably requested by Seller.

4.03 Condition at Closing. At Closing (i) the Property will be conveyed in the same condition as the date hereof reasonable wear and tear excepted; and (ii) the title to the Property will be in the same condition as of the date of Buyer's title examination.

5. PRORATIONS AND TAXES

5.01 Prorations. Buyer and Seller shall pro-rate all real estate taxes and assessments as of the date of Closing in accordance with the law and practice in the State of New Hampshire. Seller shall pay the cost of recording all instruments required to clear the title. Each party shall be responsible for its own legal fees. Any recording fees shall be in accordance with the practice in the State of New Hampshire.

5.02 Transfer Taxes. Seller and Buyer shall each be responsibility for payment of 50% of any transfer or similar taxes.

6. DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Due Diligence Period. Buyer shall have until 5:00 p.m. on the day that is seventy five (75) days from the Effective Date (the “Due Diligence Period”) to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Property; (v) the review of a current survey of the Property; (vi) [intentionally omitted]; (vii) an analysis of sewer and water availability; and (viii) a review of any and all matters, conditions, information and documentation relating to or concerning the Property. Buyer shall not be permitted to conduct borings of the Property or drilling, or any other invasive testing, in or on the Property in connection with any inspection of the Property without the prior written consent of Seller (which consent may be granted or denied in Seller’s sole and absolute discretion); provided, however, a customary and routine Phase I environmental site inspection shall not be considered invasive for purposes of this Agreement and provided further the Buyer or its agents shall have the right to conduct drilling at locations within the Property to advance a series of test borings to allow geotechnical engineers to evaluate subsurface conditions for foundation design recommendations and constructions considerations. If Buyer shall discover or determine, in its sole discretion, prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Property or the results of any of its due diligence or inspections, Buyer shall have the right to terminate this Agreement by written notice to Seller given prior to the expiration of the Due Diligence Period whereupon the Deposit shall be refunded to Buyer and Buyer and Seller shall have no further liabilities or obligations under this Agreement, except for those that by their terms survive the expiration or termination hereof.

6.02 Title & Survey.

(i) Buyer shall have until 5:00 p.m. on the last day of the Due Diligence Period to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller’s title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then upon receipt of the notice the Seller may at its discretion, institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Buyer to that effect, Seller shall be entitled to thirty (30) days from Buyer’s notice to correct such title defects and if necessary the Closing shall be suitably extended. If Seller is unable to remedy title, after using commercially reasonable efforts, within said thirty (30) day cure period or elects not to cure Buyer’s title objection, then Buyer may either: (i) terminate this Agreement, whereupon Buyer shall be entitled to the return of its Deposit, and both parties shall be discharged from any further liability under this Agreement except for those provisions that by their terms survive the expiration or termination hereof, or (ii) Buyer may elect to accept such title as Seller can deliver, with no reduction of the Purchase Price.

(ii) Survey. Promptly following the Effective Date, Buyer and Seller shall jointly order a survey of the Property and the Bank Land from a licensed surveyor in the State of New Hampshire, and the parties shall share in the costs equally.

6.03 Approvals.

(i) Buyer's Approvals. Buyer's obligations to purchase the Property pursuant to this Agreement are contingent upon Buyer obtaining all final non-appealable federal, state, city, local or other government or quasi government permits and approvals required to construct, operate and use the Property as a Montessori school (the "School Project") including, but not limited to: (i) final site plan approval from the Town of New London, New Hampshire; (ii) waste water disposal permits; (iii) water hook-up permits and any other similar approvals; (iv) any required drainage approvals; or (v) any other approval or permit necessary to construct the School Project (collectively, the "School Approvals"). Such School Approvals shall be satisfactory to Buyer, in its reasonable discretion, and subject to subsections iii through vii, below.

(ii) Seller's Approvals. Seller may pursue all final non-appealable federal, state, city, local or other government or quasi government permits and approvals required to construct, operate and use the Bank Property as a bank branch and associated parking lot (the "Bank Project", and together with the School Project, the "Projects") including, but not limited to: (i) final site plan approval from the Town of New London, New Hampshire; (ii) waste water disposal permits; (iii) water hook-up permits and any other similar approvals; (iv) any required drainage approvals; or (v) any other approval or permit necessary to construct the Bank Project (collectively, the "Bank Approvals" and together with the School Approvals, the "Approvals"). Seller's ability to obtain the Bank Approvals shall not be a condition to the Closing.

(iii) Buyer will be fully responsible for obtaining the School Approvals, at its sole cost and expense. Seller will be fully responsible for obtaining the Bank Approvals, at its sole cost and expense. Seller and Buyer shall use commercially reasonable efforts to cooperate with the other in connection with their respective Approvals by, among things, signing authorizations for Buyer to appear before and file applications with the various boards and agencies from which School Approvals will be required, provided that such efforts are not no additional out-of-pocket cost.

(iv) Buyer shall each have until the date which is one hundred eighty (180) days from the expiration of the Due Diligence Period or on the next succeeding business day if such date is a Saturday, Sunday or legal holiday (the "Approval Period") to obtain the School Approvals. If any of the School Approvals are denied, not received on or before the expiration of the Approval Period, or otherwise satisfactory to Buyer, in its reasonable discretion, (an "Approval Denial"), and the Buyer has engaged in diligent efforts to prosecute its applications for the School Approvals, then Buyer may terminate this Agreement by written notice to the Seller within five (5) days following the expiration of the Approval Period, in which event the entire Deposit shall be distributed to Buyer, and the parties shall have no further obligations to each other hereunder (except such obligations as are expressly set forth in this Agreement as surviving such a termination). If Buyer is unsuccessful in obtaining any School Approvals for the School Project, provided that Buyer shall have made diligent and good faith efforts to obtain its School Approvals, then, prior to the expiration of the Approval Period, Buyer may extend the Approval Period for up to two (2) additional periods of thirty (30) days each.

(v) Notwithstanding anything contained herein to the contrary, each of Buyer and Seller shall be responsible for obtaining water hook-up permits and any other similar approvals for the School Project and the Bank Project, respectively, at its sole costs and expense; provided Seller and Buyer shall use commercially reasonable efforts to cooperate with the other in connection with obtaining water hook-up permits and any other similar approvals to obtain sufficient quality and quantity of water for the School Project and Bank Project, respectively by, among things, signing authorizations for Buyer or Seller to appear before and file applications with the various boards and agencies from which water hook-up permits and any other similar approvals will be required, provided that such efforts are not no additional out-of-pocket cost to the cooperating party.

(vi) Buyer and Seller agree to cooperate in good faith during the Approval Period concerning the overall design of the Projects. With respect to any costs related to engineering, surveying, permitting of the Projects as a whole, the parties agree to negotiate in good faith to share such costs. On or before the date that is ten (10) calendar days prior to the expiration of the Due Diligence Period, Seller may deliver to Buyer written notice of any proposed adjustment to the current boundary line (a "Boundary Line Adjustment") between the Premises and the Bank Land that needs to be made in order to ensure zoning and parking compliance of the existing improvements on the Bank Property, make the Bank Project viable, and/or obtain the Bank Approvals. If Buyer approves the Boundary Line Adjustment (which approval shall not be unreasonably withheld, conditioned, or delayed), Buyer shall give Seller notice thereof; it being understood and agreed that the failure of Buyer to give such notice within five (5) days after receiving the Boundary Line Adjustment notice shall be deemed an election by the Buyer not to approve the Boundary Line Adjustment. Buyer shall have the right to extend the Due Diligence Period for up to thirty (30) days to review the Boundary Line Adjustment proposed by Seller by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period. If approved by the Buyer, the description of the Premises in the Deed shall also be revised to reflect the Boundary Line Adjustment. If Buyer does not approve the Boundary Line Adjustment, Seller shall have the right to terminate this Agreement by written notice to Buyer given within five (5) days following Buyer's notice of its disapproval (or its failure to provide notice of approval within the time period set forth above), whereupon the Deposit shall be refunded to Buyer and Buyer and Seller shall have no further liabilities or obligations under this Agreement, except for those that by their terms survive the expiration or termination hereof. In the event that during the Approval Period Seller reasonably determines that minor changes to the Boundary Line Adjustment need to be made in connection with the Bank Project and/or the Bank Approvals, Buyer agrees to cooperate with Seller regarding such proposed changes to the Boundary Line Adjustment, provided that such changes shall not have a material adverse effect on the School Project or the School Approvals and there shall be no additional cost or expense to Buyer in connection with such modification.

(vii) In the event that Buyer and Seller determine during the design process for the Projects that there are any required shared facilities for the Bank Project and the School Project in order to obtain the Approvals, Buyer and Seller agree to negotiate in good faith prior to the expiration of the Due Diligence Period the form and substance of any easements, covenants, or other rights necessary for such shared facilities (the "Project Easements") and agree to enter into the Project Easements at Closing.

(viii) After good faith efforts, if either party shall determine prior to the expiration of the Due Diligence Period that the parties cannot agree on the best overall site design for the Projects, either party shall have the right to terminate this Agreement and have the Deposit refunded forthwith, and all parties shall thereafter be released from any further obligations hereunder except for those that by their terms survive the expiration or termination hereof.

6.04 Financing. Buyer's obligations to purchase the Property pursuant to this Agreement are not contingent upon Buyer obtaining financing.

6.05 Delivery of Reports. If not already done so, within ten (10) business days following execution hereof, Seller shall promptly deliver to Buyer, to the extent in Seller's possession, all readily available property related information and documents, including but not limited to building and site plans, surveys, soils reports, zoning opinions, zoning and permit approvals, site plan approvals and permits, market studies, civil plans, concept drawings, traffic studies and reports, applications, engineering reports, title reports, title policies, leases and environmental reports, geotechnical reports, wetland delineation survey, protected wildlife and species reports, inspection and testing reports, a list stating the amount of money paid for property taxes, etc. It is the parties' express understanding and agreement that all such materials are provided by Seller solely for Buyer's convenience in making its own examination and determination during the Due Diligence Period as to whether it wishes to purchase the Property, and, in making such examination and determination, Buyer shall rely exclusively on its own independent investigations and evaluation of the Buyer and not on any materials supplied by Seller. Seller makes no representations or warranties whatsoever as to the accuracy of any such materials, except that to Seller's knowledge, they are true, correct, and complete copies of such items that Seller has in its possession, and have been delivered or made available to Buyer without manipulation. If Buyer does not proceed to Closing, all plans, surveys, engineering, and any approvals received by Buyer, to the extent assignable, shall be transferred to Seller at no cost to the Seller.

7 ACCESS TO PROPERTY/RECORDS

7.01 Access. Between the date hereof and the date of Closing, Buyer and Buyer's representatives shall be permitted access to the Property at reasonable times upon at least forty eight (48) hours' prior written notice in order to conduct any due diligence or environmental inspections it desires as contemplated herein. Notwithstanding anything contained herein to the contrary, such notice may be given by e-mail to Seller's email address listed in Section 12.01 below. In the course of making such inspections, Buyer shall not unreasonably interfere with Seller's use of the Property. In the event the Closing does not take place as provided herein, Buyer shall at its sole cost and expense restore the Property as nearly as possible to its condition existing prior to the time of said examinations. Survive termination. All engineers and other representatives of Buyer performing such tests and examinations upon the Property shall be adequately insured for public liability and workman's compensation claims.

7.02 Indemnification. Buyer further agrees to indemnify and hold harmless Seller, its agents, officers, employees and affiliates, from any liability, loss, cost or expense for personal injury or property damage resulting directly from, or occurring during, its inspections or other

activities on the Property by Buyer or Buyer's designees. The indemnification obligations contained herein shall survive the Closing.

8. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

8.01 Seller's Warranties and Representations. Seller further warrants and represents to the best of its knowledge and without any obligation to pursue any research or due diligence, to Buyer as follows, all of which shall be deemed independently material notwithstanding any inspection by Buyer:

(i) The Seller is a financial institution, duly organized, validly existing and in good standing under the laws of the State of Maine, with the requisite power to carry on its business as now being conducted.

(ii) The Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all appropriate action of the Seller, and no other action or other proceedings on the part of the Seller is necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(iii) Neither the execution and delivery of this Agreement by the Seller, nor the performance by the Seller of their obligations hereunder, will materially conflict with or result in a material violation of any agreement to which the Seller is a party.

(iv) Intentionally Omitted.

(v) That no commitments have been or will be made without the prior written consent of Buyer to any governmental unit or agency, utility company, authority, school or park district or other organization, group or individual relating to the Property or any interest therein, which would impose any obligation on the Buyer, or its partners, to make any contributions of money, land or other items of value, or to install or maintain any improvements or grant any easements; and there are no pending or proposed special assessments on the Property of record, nor is there any pending or threatened condemnation proceeding against any portion of the Property, or any adjacent property, for any road right of way or other purpose.

(vi) That Seller shall not, directly or indirectly, without the prior written consent of Buyer, enter into any contracts pertaining to the Property except in the ordinary course of business assign title to the Property, or any portion thereof, or any interest therein, or grant or permit any easements or licenses on or affecting the Property.

(vii) That there is no pending or to the best of Sellers's knowledge threatened litigation against or involving the Property and there are no restrictions or incapacities of any kind which could prevent Seller from consummating this transaction.

(viii) Intentionally Omitted.

(ix) Intentionally Omitted.

(x) Intentionally Omitted.

(xi) Seller has not been notified of any violation of any statute, ordinance, rule, regulation, order or requirement of any federal, state, county or municipal government, or political subdivision, agency or department thereof, or of any court or other authority pertaining to the Property, or the current development or use thereof.

(xii) there are no material contracts or agreements with respect to the Property to which Seller is a party or by which it is bound that are currently in effect and will be in effect after Closing relating to construction, architectural services, maintenance or other supplies or services, management, leasing or brokerage services, or any equipment leases. Seller is not bound by any rights of first refusal to purchase all or any part of the Property, options to purchase all or any part of the Property or other rights whereby any individual or entity has the right to purchase all or any part of the Property. To Seller's Knowledge, there are no written agreements affecting the Property by which Buyer will be bound following the Closing other than the matters of record affecting the Property.

(xiii) there are no leases, licenses, tenancies, possession agreements or occupancy agreements affecting the Property.

(xiv) The Seller has allowed no parking rights, easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other passage rights over the Property other than matters of record affecting the property and/or that a survey plan of the Property would disclose, and has no knowledge of such adverse rights.

8.02 Survival. The representations, warranties and covenants set forth in this Agreement or in any certificate delivered herewith shall survive the Closing for a period of six (6) months.

9. REAL ESTATE COMMISSION

9.01 Commission. The parties stipulate that no broker or real estate agent is entitled to a commission from this transaction. Each party agrees to indemnify and hold the other harmless from all loss, cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties whose claim derives from the party required to make indemnification. The provisions of this paragraph shall survive Closing or any earlier termination of this Agreement.

10. DEFAULT

10.01 Buyer's Default. If Buyer fails to perform Buyer's obligations hereunder for any reason other than a default of Seller or in the event any representations and warranties of Buyer set forth herein are found to be false when made, then Seller shall notify Buyer, and Buyer shall have a period of ten (10) days following Buyer's receipt of such notice to cure any monetary defaults, and thirty (30) days following Buyer's receipt of such notice to cure any non-monetary defaults. If Buyer fails to remedy or correct such default within the above time periods, Seller shall be

entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and retain the Deposit as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof, Seller hereby expressly waiving and relinquishing any and all other remedies at law or in equity. Seller's right to receive the Deposit is intended not as a penalty, but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover any damages of any nature or description other than or in excess of the Deposit. Buyer hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of the Deposit (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages.

10.02 Seller's Default. In the event that Seller fails to perform Seller's obligations hereunder for any reason other than a default of Buyer, or in the event any representations and warranties of Seller set forth herein are found to be false when made, Buyer shall notify Seller, and Seller shall have a period of ten (10) days following Buyer's receipt of such notice to cure any monetary defaults, and thirty (30) days following Seller's receipt of such notice to cure any non-monetary defaults. If Seller fails to remedy or correct such default within the above time periods Buyer may either (i) may terminate this Agreement by written notice to Seller, whereupon the Deposit promptly shall be refunded to Buyer by the Escrow Agent, and Seller shall reimburse Buyer for Buyer's actual, documented out-of-pocket third party costs and expenses associated with the transactions contemplated by this Agreement up to \$30,000, or (ii) seek specific performance and the costs of seeking said specific performance, including reasonable attorney's fees.

11. CONDEMNATION, INSURANCE

11.01 Condemnation. In the event of (i) a casualty to the Property which results in a loss of less than Fifty Thousand and 00/100 Dollars (\$50,000.00), which casualty is covered by insurance; or (ii) a partial taking of the Property by public authorities for an eminent domain award of less than Fifty Thousand and 00/00 Dollars (\$50,000.00), the insurance proceeds or eminent domain award, as the case may be, shall be paid to the Buyer together with any deductible amounts (if any), and the Buyer shall be bound to purchase the Property without any diminution in the Purchase Price. In the event of a casualty or taking where the insurance or eminent domain proceeds, as the case may be, equal or exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), Buyer may, at its option (a) purchase the Property without any diminution in the Purchase Price, in which event the insurance or eminent domain proceeds shall be paid to Buyer; or (b) rescind the Agreement in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or duties hereunder.

12. NOTICES

12.01 Notices. All notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed to have been duly given to any party on the date delivered when delivered personally (by courier service or otherwise), or on date of receipt if sent via electronic mail, or on the date receipt is acknowledged

if sent by first-class registered or certified mail, postage prepaid and return receipt requested, in each case to the applicable addresses set forth below; provided that delivery shall be deemed complete when delivered to the address designated below and shall not require actual receipt by the individual to whom the communication's attention has been marked:

If to Buyer:

Strawberry Blossom Montessori
Attn: Liz Niehaus
PO Box 1044, New London, NH 03257
Email: liz@strawberryblossommontessori.org

With a copy to:

Sheehan Phinney Bass & Green P.A.
1000 Elm Street
Manchester, New Hampshire 03101
Attn: Greg Chakmakas, Esq.
Email: gchakmakas@sheehan.com

If to Seller:

Lake Sunapee Group, Inc.
c/o Bar Harbor Bank & Trust
Attn: Kevin Gendreau - VP, Director of Real Estate Management
PO Box 1089, Ellsworth, ME 04605
Email: kgendreau@barharbor.bank
With copy to: facilities@barharbor.bank

With a copy to:

Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104-5029
Attn: Casey McCullen, Esq.
Email: cmccullen@bernsteinshur.com

13. PATRIOT ACT COMPLIANCE

13.01 Patriot Act. All words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001), as amended (the "Patriot Act"), and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to in this Agreement as the "Patriot Rules."

13.02 Representations and Warranties. Buyer represents and warrants to Seller, and Seller represents and warrants to Buyer, that each and every person or entity (i) affiliated with the respective party, (ii) that has an economic interest in the respective party, (iii) that has or will have an interest in the transaction contemplated by this Agreement or in the Property, and (iv) that will participate, in any manner whatsoever, in the purchase of the Property, is:

(i) Not a blocked person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224, as amended (the "Annex");

(ii) In full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC");

(iii) Operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to Seller for Seller's review and inspection during normal business hours and upon reasonable prior notice;

(iv) Not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;

(v) Not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;

(vi) Not a person who has been determined by competent authority to be subject to the prohibitions contained in the Patriot Rules; and

(vii) Not owned or controlled by, or now acting on behalf of, any person or entity named in the Annex, any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

13.03 Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its affiliates, shareholders, officers, directors, partners, members or managers becomes listed in the Annex or any other list promulgated under the Patriot Rules or is indicted or arraigned, or detained on charges involving money laundering or predicate crimes to money laundering, the party receiving the notice shall immediately notify the other and, in such event, this Agreement shall automatically terminate and the Deposit shall be refunded to Buyer.

14. MISCELLANEOUS

14.01 Entire Agreement. This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein.

14.02 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one instrument.

14.03. Captions. The section captions used herein are for convenience of reference only and shall not affect the interpretation or construction hereof.

14.04 Days. Unless otherwise indicated, days shall mean calendar days. With respect to performance of any matter hereunder that falls on a Saturday, Sunday or federal holiday, the time for performance shall be extended to the next business day.

14.05 Amendments. This Agreement may not be amended, changed, supplemented, waived or otherwise modified except by an instrument in writing signed by the party against which enforcement is sought.

14.06 Waiver. Failure of any party to exercise any right, power or remedy provided under this Agreement or otherwise available in respect thereof at law or in equity, or to insist upon compliance by any other party with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

14.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The Agreement may be assigned by the Buyer to any corporation, limited liability company, partnership or other entity in which Buyer holds a controlling interest without the consent of the Seller, provided that any other assignment shall require Seller's prior written consent, in its sole discretion.

14.08 Further Assurances. Each of the parties shall execute and deliver such additional instruments and other documents and shall take such reasonable further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and to consummate the Closing in accordance with the terms hereof.

14.09 Governing Law. This Agreement and all disputes hereunder shall be governed by, and construed in accordance with, the substantive laws of the State of New Hampshire, without giving effect to the conflicts or choice of law provisions of New Hampshire or any other jurisdiction.

14.10 Severability. If any term of this Agreement or the application thereof to any party or any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law, so long as the economic and legal substance of this Agreement is not affected in any manner adverse to any party.

14.11 Time is of the Essence. Time is of the essence with respect to this Agreement and the obligations set forth herein.

14.12 Electronic Signatures. The parties agree that this Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and effective.

[Page Ends Here, Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

BUYER:

Strawberry Blossom Montessori

DocuSigned by:

By: Elizabeth Niehaus

Name: Elizabeth Niehaus

Title: Founding Teacher Leader & Secretary

SELLER:

Lake Sunapee Group, Inc.

By: Curtis C. Simard

Name: Curtis C. Simard

Title: President & CEO

[Signature Page to Agreement to Purchase]

EXHIBIT A

The Property



EXHIBIT B

Form of Title Affidavit

(Provided on following page)



**MECHANICS' LIENS AND PERSONS IN POSSESSION
AFFIDAVIT**

Property is located at: _____

I (we) understand that the First American Title Insurance Company (hereinafter referred to as "FIRST AMERICAN") intends to issue a policy of title insurance and insure title to the premises above noted in connection with the following:

a transfer from _____ to _____ in the purchase amount of \$ _____

It is also understood that said policy will not take exception to:

1. Unrecorded matters which could be ascertained by an inspection of said premises or by making inquiry of persons in possession thereof; and
2. Mechanic's or materialmen's liens.

In consideration of FIRST AMERICAN issuing said policy, without taking exception as noted above, we hereby state under oath that:

1. There are no tenants, lessees or parties in possession of said premises other than: _____
2. We have no knowledge of any work having been done to the premises that would entitle anyone now or hereafter to claim a mechanic's or materialmen's lien on the premises other than _____.

In further consideration of the foregoing we jointly and severally do hereby indemnify FIRST AMERICAN and agree to hold FIRST AMERICAN harmless by reason of any loss, costs or damages, including attorneys' fees, which it may sustain by reason of issuing said policy, without taking exception as noted above, and in reliance on the foregoing.

EXECUTED as a sealed instrument to all parties on this _____ Day of _____, 20__
SIGNED in the presence of:

Witness

Seller/Owner

Seller/Owner

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to before me on this _____ Day of _____, 20__, by _____

Notary Public/Justice of the Peace
My Commission Expires: _____
Name: _____

Certificate Of Completion

Envelope Id: 5212AF6E-545F-4C3F-9F67-307020DDFF7A

Status: Completed

Subject: Complete with Docusign: Purchase and Sale Agreement - 331 Main Street and Gould Rd New London ...

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Elizabeth Niehaus

AutoNav: Enabled

liz@strawberryblossommontessori.org

Envelopeld Stamping: Enabled

IP Address: 71.235.219.178

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Elizabeth Niehaus

Location: DocuSign

12/13/2024 6:28:36 AM

liz@strawberryblossommontessori.org

Signer Events

Elizabeth Niehaus

liz@strawberryblossommontessori.org

Founding Teacher Leader & Secretary

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

616BFEFF730B45B...

Signature Adoption: Pre-selected Style

Using IP Address: 71.235.219.178

Timestamp

Sent: 12/13/2024 6:29:19 AM

Viewed: 12/13/2024 6:29:36 AM

Signed: 12/13/2024 6:32:38 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/13/2024 6:29:19 AM

Certified Delivered

Security Checked

12/13/2024 6:29:36 AM

Signing Complete

Security Checked

12/13/2024 6:32:38 AM

Completed

Security Checked

12/13/2024 6:32:38 AM

Payment Events

Status

Timestamps