

NH TAX DEED & PROPERTY AUCTIONS

Online Registration Instructions (Privately Owned Real Estate Auctions)

DISCLAIMER: Due to technical difficulties or other reasons, you may not be able to bid via the online platform or your bid may not be properly recorded. NH Tax Deed & Property Auctions is not responsible for any issues that arise in connection with online bidding.

ACKNOWLEDGEMENT: By enrolling in online bidding, you are accepting the terms of the auction and NH Tax Deed & Property Auctions' auction policies.

Only after Steps 1-3 below are completed will you be qualified to register to bid via online auction.

Step 1: Review the auction registration packet

Before registering, you must review the auction registration packet provided (an electronic copy of which is also posted on the main auction webpage). By bidding at this auction, you are agreeing to the terms set forth in the auction registration packet.

Step 2: Bidder registration through NextLot

We use the NextLot online auction platform for our online auctions. Before bidding online, you must register for NextLot by following the instructions below.

Instructions:

1. Follow this link to the NH Tax Deed & Property Auctions NextLot webpage:
<https://nhtaxdeedauctions.nextlot.com/auctions>
2. Click on the "Register to bid" button for the auction you wish to register.
3. Enter your email address when prompted.
4. Open the email that is sent to your account and follow the embedded link to register your bidder account.
5. Enter your name and set your password, accept the bidder account terms and conditions and privacy policy, and click "Create My Account."
6. Finish entering your account information by providing your phone number, billing address, and any other required information.
7. After setting up your bidder account, click on "Upcoming Online Auctions" in the menu above.
8. Click on "Request to bid" for each auction you want to be an online bidder. *Please note that you will not be approved to bid until you have made the required bidder deposit described below.*
9. Once you have been approved, make sure to log in to bid before the auction concludes.

Step 3: Make your required \$5,000 bidder deposit

NH Tax Deed & Property Auctions uses the Earnnest website platform to allow bidders to make required deposits electronically. This online portal deposits funds directly into a secure trust account managed by Sager & Smith, PLLC—the law firm that NH Tax Deed & Property Auctions uses for handling auction deposits and proceeds distributions. There is an \$24 processing fee for making a deposit, *but please note this fee and your deposit will be refunded if you are not the successful bidder.*

Instructions:

1. Follow this link to the Sager & Smith, PLLC Earnnest payment portal:
https://payments.earnnest.com/Sager_and_Smith_PLLC/send/1579
2. Follow the instructions for setting up your account. ***Please note that the portal may ask for property location and agent information:***
 - *For property location information, please enter the address of the auction property.*
 - *For agent information, please enter: Heather Pratt, heather@sagersmith.com.*
3. Make your \$5,000 deposit. *Please note that Earnnest charges an \$24 fee that will be refunded if you are not the successful bidder.*
4. If you are the successful bidder, we will follow up with you to request an additional deposit equal to 10% of your high bid amount. If you are not the successful bidder, your entire deposit will be refunded in full.

502 MANCHESTER ST., MANCHESTER, NH 03103 (TM 63-1)
PRIVATELY OWNED REAL ESTATE AUCTION
AUCTION END DATE: AUGUST 1, 2026

ONLINE BIDDER REGISTRATION ACKNOWLEDGMENT

By bidding at the above auction, I (the “Bidder”) hereby acknowledge that I have read this document and fully understand all the terms, conditions and disclosures contained herein. I further agree that each bid I make at this auction shall be considered an irrevocable offer to purchase the property. The indication of “sold” by auctioneer Legal Eagle Auctions, LLC d/b/a NH Tax Deed and Property Auctions (the “Auctioneer”) shall be deemed as an acceptance of the prevailing bid. I understand that if I am the successful bidder for any property, I further agree to sign and deliver to the Auctioneer within 5 business days following the auction date the Memorandum of Sale, failure of which I authorize the Auctioneer to execute the Memorandum of Sale on my behalf (a copy to be made available to me upon my request made at least 48 hours prior to the auction date) and I am obligated to make full payment of the bid amount, plus a TEN PERCENT (10%) buyer’s premium.

TERMS, CONDITIONS AND DISCLOSURES

Deposit Required: Failure by the Bidder to deliver the required \$5,000 Registration Fee to the Auctioneer at least 24 hours prior to the conclusion of the auction shall relieve the Auctioneer of any and all obligations to provide an online bidding platform to the Bidder. Registration Fees of unsuccessful bidders will be returned within 10 business days following the conclusion of the auction. The Registration Fee can be paid in cash (no coins), certified check, cashier’s check, electronic deposit, or any other form of payment or guaranty deemed acceptable in the sole discretion of the Auctioneer. Checks shall be payable to “**Sager & Smith, PLLC Trust Account.**”

An additional deposit of 10% of the Bidder’s successful high bid (the “Purchase Price”) shall be paid by cash (no coins), bank check, electronic deposit, or any other form of payment or guaranty deemed acceptable in the sole discretion of the Auctioneer, plus applicable fees, on or before **5:00 PM on Monday, August 3, 2026**, unless the Auctioneer, in its sole discretion, agrees to other arrangements in writing.

Insufficient Funds: Bidder shall pay \$50 for each check returned for insufficient funds.

Transfer of Title: Balance due at closing is the sum of the Purchase Price plus buyer’s premium (10% of Purchase Price) plus state transfer tax (.75% of Purchase Price) plus recording fees (usually approximately \$16 per property) less the 10% deposit and the \$5,000 Registration Fee.

The closing balance shall be paid in cash (no coins), certified check, cashier’s check, wire transfer, or any other form of payment or guaranty deemed acceptable in the sole discretion of the Auctioneer. No personal checks will be accepted. Please make checks payable to “**Sager & Smith, PLLC Trust Account.**”

The closing shall occur by mail, electronic mail, or in person at Sager & Smith, PLLC, 5 Courthouse Square, Ossipee, NH 03864 on or before **Thursday, September 3, 2026. TIME IS OF THE ESSENCE** as to all deadlines set forth in this Agreement. The property is subject to any and all applicable provisions of the local land use regulations that may be in effect.

The Bidder shall take possession of the property after the deed is recorded.

The Bidder acknowledges that the Bidder is responsible for payment of any and all real estate taxes assessed after the Bidder takes title.

In the event the seller records the deed in accordance with the above information provided by the Bidder, and the Bidder later requests a change in the deed, the Bidder shall (in advance) pay the seller all legal fees and costs associated with preparation and recording of the corrective deed.

Default: In the event the Bidder fails to provide the balance due as provided in these Terms, Conditions and Disclosures, the Auctioneer, in its sole discretion, may keep the deposit as liquidated damages, or the seller may bring an action for specific performance and damages, in which instance the seller shall be reimbursed its attorney's fees and costs.

Merger Clause, Etc.: All representations, statements, and agreements heretofore made between the parties hereto are merged with and into these Terms, Conditions and Disclosures, which alone fully and completely express their respective obligations.

If there exists any discrepancy between the Terms, Conditions and Disclosures as contained herein versus the requirements as contained in the Memorandum of Sale, the terms, conditions and disclosures as contained in the Memorandum of Sale shall prevail.

Due Diligence: The Bidder further acknowledges that he/she has performed due diligence in researching each property prior to bidding on same.

Disclaimer: The information provided by the seller in promotional materials, at the auction and at www.nhtaxdeedauctions.com is for ***informational purposes only***. The Bidder is required to conduct his/her own research and to make his/her own conclusions regarding fitness for a particular purpose, zoning restrictions, etc.

Closing/Transfer of Title to Successful Bidder: Failure on the part of the successful Bidder to meet the terms of sale within the closing period will result in the forfeiture of the deposit to the Auctioneer, and the seller may pursue other legal remedies available for breach of contract. The successful Bidder will receive a deed conveying title to the property that will be subject to any easements, restrictive covenants, and/or benefits that remain of record. The successful Bidder will be required to pay all of his/her NH transfer taxes and deed recording-related fees at the time of closing.

Title: The property to be conveyed by quitclaim deed, but that upon presentation of a title policy acceptable to the seller, the property will be conveyed by warranty deed. The Bidder acknowledges that all representations made by the seller or the seller's agents are for descriptive purposes only, and are not to be relied upon by the Bidder for determining whether the property is suitable for any purpose whatsoever.

Acknowledgement: By bidding at the auction, the Bidder is assenting to and understands this "Online Bidder Registration Acknowledgment" and shall abide by its terms for the auction sale. The Auctioneer can refuse a bid or to consummate a sale with any person who refuses to assent to this "Online Bidder Registration Acknowledgment."

Rights Reserved: The seller reserves the right to remove the property from the sale, reject the high bid or any other bid, increase or decrease the minimum bid amount, offer the property to unsuccessful bidders in the event the successful Bidder defaults, postpone or cancel the auction, or take whatever reasonable action it deems appropriate in order to facilitate sale of the property or otherwise.

DISCLOSURES PURSUANT TO RSA 477:4-a THROUGH :4-h

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 Bidder 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: 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. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

PFAS: Poly-and perfluoroalkyl substances (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.

No Seller Knowledge or Information: The seller has no knowledge or information regarding the following:

- Whether methamphetamine production has occurred on the property
- Whether the property is subject to a public utility tariff pursuant to RSA 374:61

Condominiums: For properties that are condominiums, the Bidder has the right to obtain the information in RSA 356-B:58, I from the condominium unit owners' association. Such information

shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.