

Clerk's Notice of Decision  
Document Sent to Parties

on 03/13/2025

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

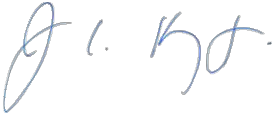
SUPERIOR COURT  
CASE NO.: 217-2023-CV-00157

NEW HAMPSHIRE REAL ESTATE COMMISSION

v.

DANIEL K. TWOMBLY  
and

Granted



Honorable John C. Kissinger, Jr.

March 12, 2025

NE COAST TO COUNTRY REALTY INVESTMENTS, LLC

\*\*\*\*\*

**RECEIVER'S PARTIALLY ASSENTED TO MOTION TO  
APPROVE SETTLEMENT AGREEMENT WITH DANIEL K. TWOMBLY**

**NOW COMES** Jason Mills ("Receiver"), Receiver for NE Coast to Country Realty Investments, LLC, by his attorneys, Ford, McDonald & Borden, P.A., and moves for authority to enter into a settlement with Daniel K. Twombly ("Mr. Twombly") saying as follows:

**INTRODUCTION:**

1. This proceeding is a receivership brought by the New Hampshire Attorney General's office to protect consumers, many of whom had delivered earnest money deposits to NE Coast to Country Realty Investments, LLC, ("Coast to Country") to be held in escrow. The escrows have not been respected and much of the earnest money deposits are now missing. In addition, certain real estate agents who were owed commissions from NE Coast to Country which should have been held in escrow have also gone missing. The missing funds caused the Attorney General to bring this receivership proceeding "to preserve the assets from waste and otherwise to minimize the financial hardship to employees and consumers." *Expedited, Ex Parte, Petition for Appointment of a Receiver*, ¶16.

2. On or about March 28, 2023, Receiver was appointed Receiver for NE Coast to Country (the “Receivership Order”).

3. Daniel K. Twombly (“Twombly”) was a principal of Coast to Country and its principal broker.

#### **THE JUDGMENT AND SHERIFF SALE**

4. The Receiver has filed suit in this court in the case of *Jason Mills as Receiver for NE Coast to Country Realty Investments, LLC v. Daniel K. Twombly*, case no. 217-2023-CV-00167 (“*Mills v. Twombly*”).

5. In *Mills v. Twombly*, Mills sought to recover damages commensurate with the escrow funds which Twombly was said to have misappropriated, for the benefit of creditors of Coast to Country.

6. The Receiver obtained a judgment against Mr. Twombly in the *Mills v. Twombly* case on May 17, 2024 in the amount of \$925,200.09. That judgment is now final. (the “Judgment”)

7. The Receiver levied on certain real estate owned by Twombly known as 18 Pearson Drive in Dover, New Hampshire (the “Dover Property”) .

8. On November 15, 2024, the Strafford County Sheriff Department sold the Dover Property at sheriff’s sale.

9. The Receiver was the only bidder, credit bidding the amount of \$165,000 to acquire the property, subject to an existing mortgage in the amount of approximately \$134,000 and subject to a one year right of redemption in favor of Mr. Twombly pursuant to NH R.S.A. 529:26.

10. The \$165,000 bid price served to reduce the amount of the judgment to \$760,200.09, subject to applicable statutory post-judgment interest.

### **THE PROPOSED SETTLEMENT**

11. The Receiver and Mr. Twombly recently entered into a course of negotiation which culminated in an agreement to settle the outstanding judgment arising from the *Mills v. Twombly* case, subject to obtaining this Court's approval of same.

12. The proposed settlement will allow the Receiver to market and sell the property free of the right of redemption as Mr. Twombly has agreed to waive that statutory right.

13. In the business judgment of the Receiver, the existence of the right of redemption negatively affects the sale price the Receiver might obtain for the property when it is sold to a third-party buyer.

14. Equally important, if the right of redemption is not waived, the receivership estate would have to remain open for an additional year and incur some amount of administrative expenses during that time.

15. Thus, Mr. Twombly's willingness to waive his redemption rights confers a benefit to the estate.

16. In recognition of that benefit, and in recognition of the difficulty of collecting nearly a million dollars from a person who is currently unemployed, is unlikely to secure employment in the profession in which he has worked for many years and who appears to have few assets, the Receiver now proposes a settlement which allows Twombly to pay a discounted amount of money over a defined time period.

17. While the proposed settlements contemplates Twombly paying less than the full amount of the judgment, it also grants the estate a mortgage on real estate in order to secure payment of the discounted amount.

18. The Receiver seeks approval to settle the case/ judgment against Twombly as set forth in detail below.

#### **THE SETTLEMENT**

19. The parties agree to settle as set forth in more detail in the Settlement Agreement attached hereto as **Exhibit A**.

20. Mr. Twombly will execute a waiver of right of redemption in a form substantially similar to *Attachment 1* to the Settlement Agreement.

21. Mr. Twombly also agrees that he does not and will not challenge the validity of the sheriff sale, or the adequacy of notice of the sale, which culminated in a deed to the Receiver which has been recorded at book 5228, page 532 of the Strafford County Registry of Deeds.

22. In order to confirm the extinguishment of his rights in 18 Pearson Drive by the Sheriff's Deed, the waiver of redemption rights document will also include language by which Mr. Twombly conveys, with quitclaim covenants, any residual right, title or interest he has, or may claim to have, in the 18 Pearson Drive property.

23. The Receiver requests a ruling by the Court that the quitclaim conveyance described above is an exempt transaction pursuant to N.H.R.S.A. 78-B:2,V as a corrective or confirmatory deed, as set forth in the prayer for relief below and in the proposed order submitted by the Receiver.

24. Mr. Twombly will pay the Receivership estate the sum of \$200,000 as follows:

25. He will pay the Receiver \$20,000 withing ten days of issuance of the order approving this settlement. Payment shall be sent to BCM Advisory Group, 400 The Hill, Suite 1, Portsmouth, NH 03801.

26. Mr. Twombly shall thereafter make monthly payments of \$3,000 per month over five years (60 months) against the remaining \$180,000 obligation. The first payment shall be due on the sooner of the following: A) three months after the issuance of the order approving this settlement agreement; or B) one month after Mr. Twombly secures employment. The monthly payments shall be due and payable on the first day of each month and shall be sent to the Office of the NH Attorney General, Civil Bureau as detailed in the Settlement Agreement.

27. The Note shall be secured by a mortgage on real state known as 8915 Sydney Harbor Circle, Delray Beach, Florida (the “Florida Property”), which is owned by Defendant and his husband, Corey Benish.

28. The mortgage shall contain a waiver of homestead provision and shall be executed by all individuals holding a deeded interest in the Florida Property.

29. By separate motion, the Receiver hereby will seek authority to retain a Florida title company to review the title of the Florida Property and to draft and record a form of mortgage which is consistent with Florida law. The Receiver will also seek authority to obtain a title insurance policy to protect the Receivership Estate’s mortgage interest.

30. The consideration for the grant of a mortgage in the Florida property shall be the mutual promises and obligations described in this Settlement Agreement, including without limitation, the Receiver’s forbearance from seeking immediate and full payment of the judgment amount owed by Defendant.

31. Receiver shall refrain and forbear from enforcing the Judgment so long as Mr. Twombly is timely making his payments, and otherwise honors his obligations under this Agreement and the Note.

32. The order approving this settlement agreement shall be considered a periodic payment order under NH R.S.A. 524:6 and shall be enforceable as such.

33. Upon completion of the payments contemplated in this Settlement Agreement, the Receiver shall file a “satisfaction of judgment” with this Court in the *Mills v. Twombly* case, indicating Mr. Twombly has no further obligation to pay the judgment.

34. In the event that Mr. Twombly defaults under the terms of this Agreement, the Receiver, at his sole option (or the option of any person or entity which the Court has designated as the Receiver’s successor or assignee with respect to the collection of the settlement sum) shall be entitled to pursue collection of the entirety of the judgment minus: a) the \$165,000 price bid at the sheriff sale of the Dover Property; b) any net proceeds from the sale of the Dover Property paid to the Receiver in excess of \$165,000, and c) any payments made by Defendant or on his behalf under this settlement agreement prior to such default.

35. The Receiver, on behalf of the receivership estate will release Mr. Twombly from all claims except such claims are set out in the Settlement Agreement.

36. Mr. Twombly will release and relinquish any claims against the Coast to Country Receivership Estate and Mr. Mills and will neither submit a proof of claim in this receivership case nor participate in any distribution to creditors of the estate, should a distribution be made.

37. The settlement agreement recognizes that Mr. Twombly has made certain financial disclosure to the Receiver and that the Receiver is relying on the accuracy of such disclosure in reaching this settlement. Mr. Twombly completed a Statement of Assets and

Liabilities utilized in the Superior Court. The completed form is attached as **Exhibit B** hereto. Should there be any material mis-statement or omission from the disclosure the Receiver will retain remedies including voiding this agreement and pursuing the full amount of the judgment (minus certain credits such as payments received as set forth in ¶ 17 of the Settlement Agreement).

## **BASIS FOR SETTLEMENT**

38. The Receiver, in the exercise of his business judgment, believes that the above-referenced settlement is in the best interest of the Receivership estate and should be approved.

39. The Receiver recognizes that Mr. Twombly has done significant damage to a lot of people and should be held to account.

40. The Receiver also recognizes that the bad acts which Mr. Twombly is alleged to have perpetrated can fairly be characterized as fraud, conversion and breach of fiduciary duty. Accordingly, the Receiver is inclined to not take on faith, the accuracy of his financial disclosures which paint a grim picture of his ability to pay back the sizeable judgment which the Receiver holds against him.

41. 40. The Receiver also acknowledges that the Statement of Assets and Liabilities which Mr. Twombly completed is fairly “bare bones” and is not particularly illuminating.

42. While the Receiver could expend more time and money pursuing formal post-judgment discovery regarding Mr. Twombly’s assets, he is far from sure that the disclosure obtained would be any more reliable than Exhibit B, or would result in a greater recovery for creditors.

43. On balance, the Receiver foresees a difficult and doubtful path to collecting a meaningful amount on the judgment in a reasonable timeframe, in the absence of this settlement.

44. Mr. Twombly is not currently employed. He was a real estate broker but his New Hampshire license has been revoked due to the allegations concerning financial misconduct which led to the granting of a receivership in this case.

45. The likelihood of him being licensed as a broker or real estate agent in Florida or anywhere else seems remote.

46. While the Receiver has no jurisdiction over whether Mr. Twombly will face any criminal prosecution, and does not know if that will happen, it would not be surprising if that occurred. If it does occur, his financial position will worsen because he will be paying lawyers. If he is convicted, and jailed, obviously he will not be making a living.

47. The judgment held by the Receiver is currently an unsecured obligation.

48. While the Receiver sought and obtained attachments against Mr. Twombly's assets at the outset of the case, the attachments of personal property (i.e., bank accounts) had no value and the real estate which was attached has already been liquidated.

49. Under this settlement, \$20,000 will immediately be paid and the remaining \$180,000 in time payments will be secured by property in Florida which appears to have equity.

50. Plaintiff, along with his husband Mr. Benish, bought the property in 2022.

51. They paid \$1.65 million for it.

52. The Zillow real estate website shows a current value of \$1.95 million.

53. There is a mortgage with a face value of \$1.3 million on record which would be senior to our lien.

54. The Receiver believes the proposed settlement falls within the range of reasonable outcomes for the following reasons.

55. Litigation is expensive.



56. The Receiver has a judgment so litigation risk in terms of losing the case is non-existent.

57. But collection risk is plentiful.

58. The judgment is an unsecured obligation.

59. The likelihood of recovering a significant percentage of the judgment out of Mr. Twombly's current assets or income in less than ten years' time is remote, absent approval of this settlement.

60. The Receiver believes it would not serve the interests of creditors of Coast to Country to keep the estate open for ten years or for any significant period of time.

61. Administrative costs -- namely fees for the Receiver's services and for his lawyers, would continue to accrue and would diminish any recovery to be made by creditors. The estate would have to file a tax return for each year it remains open.

62. If collection is pursued, it is likely that a collection lawyer in Florida would need to be hired. It is not known whether a lawyer would take this case on a contingent fee basis or if an hourly rate would have to be paid.

63. There is no guaranty of successful collection in either event.

64. Under the proposed settlement, there will then be an immediate payment of \$20,000 then time payments (five years) of another \$180,000.

65. Perhaps most important, the obligation to make time payments will be a SECURED obligation -- secured by a home in Florida which has substantial equity.

66. Thus, \$180,000 of the unsecured judgment is by this resolution converted into a secured debt.

67. Seeking the collection of unsecured dollars some indeterminate time in the future in a remote jurisdiction (FL) rather than taking a secured note for a discounted amount seems unwise and violative of immutable rule of the “time value of money.”

68. The office of the NH Attorney General has indicated that it assents to the material terms of the settlement agreement which the Receiver is asking the Court to approve.

69. For all those reasons, the Receiver in his business judgment asks that the settlement with Mr. Twombly be approved by the Court.

**WHEREFORE**, Plaintiff requests the Court:

- A. Grant this motion;
- B. Approve the proposed settlement agreement, which is attached as **Exhibit A**;
- C. Execute the proposed order submitted with this Motion, which among other things, confirms that the quitclaim conveyance by Mr. Twombly of any interest he might otherwise claim in the 18 Pearson Drive property, is an exempt transaction under N.H.R.S.A. 78-B:2,V; and
- D. Grant such other relief as is just.

Respectfully submitted,  
JASON MILLS, RECEIVER

By his attorneys,  
FORD, McDONALD & BORDEN, P.A.

Dated: February 25, 2025

By: /s/ Marc W. McDonald  
Marc W. Mc Donald, Esquire (1666)  
10 Pleasant Street, Suite 400  
Portsmouth, NH 03801  
(603) 373-1761 (Telephone)  
[mmcdonald@fordlaw.com](mailto:mmcdonald@fordlaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on February 25, 2025, I electronically filed the foregoing document through the Court's electronic filing system which will effect service upon the parties and counsel of record.

And via electronic mail to the following:

Daniel Twombly  
[dktcmb@gmail.com](mailto:dktcmb@gmail.com)

/s/ Marc W. McDonald  
Marc W. McDonald

**EXHIBIT A**

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT  
CASE NO.: 217-2023-CV-00157

NEW HAMPSHIRE REAL ESTATE COMMISSION

v.

DANIEL K. TWOMBLY

and

NE COAST TO COUNTRY REALTY INVESTMENTS, LLC

\*\*\*\*\*

**SETTLEMENT AGREEMENT BETWEEN JASON MILLS, RECEIVER,  
AND DANIEL K. TWOMBLY**

***NOW COMES*** Jason Mills (“Mills” or “Receiver”), the duly appointed Receiver for NE Coast to Country Realty Investments, LLC in this matter and Daniel K. Twombly (“Mr. Twombly”), and agree and stipulate as follows:

***WHEREAS***, Mills was appointee as Receiver for NE Coast to Country Realty Investments, LLC (“Coast to Country”) by order of this Court dated March 28, 2023;

***WHEREAS***, Mr. Twombly was a principal of Coast to Country and its principal broker;

***WHEREAS***, Mr. Twombly was alleged to have misappropriated certain trust funds entrusted to him in his fiduciary capacity as described in more detail in the Petition to Appoint Receiver which initiated this case.

***WHEREAS***, Mills sued Mr. Twombly to recover such funds in the case styled *Jason Mills as Receiver v. Daniel K. Twombly et al*, Merrimack County Superior Court, docket no. 217-2023-CV-00167.

**WHEREAS**, by order of May 17, 2024, this Court granted the Receiver, Mr. Mills, judgment in the amount of \$925,200.09 which judgment is now final (the “Judgment”).

**WHEREAS**, the Receiver levied against certain real estate owned by Mr. Twombly known as 18 Pearson Drive in Dover, NH (the “Dover Property”).

**WHEREAS**, on November 15, 2024, at 10:30 a.m., the Strafford County Sheriff’s Department conducted a sheriff sale of the Dover Property.

**WHEREAS**, the Receiver credit bid \$165,000.00 of his judgment at the sale and purchased the Dover Property, subject to the statutory one-year right of redemption (NHRSA 529:26) which benefits the debtor in any sheriff sale.

**WHEREAS**, the Sheriff’s Deed into the Receivership estate has been recorded at Book 5228, Page 532 of the Strafford County Registry of Deeds.

**WHEREAS**, the Receiver acknowledges that the current judgment amount has been reduced by the \$165,000.00 credited toward his purchase of the property.

**WHEREAS**, that the Receiver believes that the existence of the right of redemption would be an undesirable factor in the eyes of any prospective third-party buyer, which has a negative impact on the fair market value of the Dover property. It would also would require the receivership estate to remain open for an additional year with no corresponding benefit to creditors if it were not eliminated.

**WHEREAS**, the proposed settlement, described in more detail below, includes a requirement that Mr. Twombly waive his statutory right of redemption, pursuant to N.H.R.S.A 529:26.

**WHEREAS**, the Receiver has received certain financial disclosures from Mr. Twombly, which the Receiver believes support this settlement; and

**WHEREAS**, in order to avoid uncertainties of collection of the judgment and associated costs, and for other good and valuable consideration, including, without limitation, generating funds for the receivership estate, the parties have agreed to settle on the following terms, subject to Court approval:

**NOW THEREFORE**, in and for consideration of the above, the below mutual promises, undertakings, payments and obligations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Receiver and Mr. Twombly hereby agree as follows:

1. Mr. Twombly waives his one-year right of redemption with respect to the Sheriff sale of the Dover Property.
2. Mr. Twombly will execute a waiver of his redemption right in a form substantially similar to **Attachment 1** appended hereto, which the Receiver may record in the Strafford County Registry of Deeds.
3. Mr. Twombly hereby agrees and affirms that the sheriff's sale of the Dover Property was conducted in accordance with applicable statutes and waives any right to contest the validity of such sale, or the adequacy of notice of the sale.
4. Mr. Twombly agrees to pay the Receiver, on behalf of the Coast to Country Receivership Estate, the sum of \$200,000.00 (the "Settlement Sum") which, in addition to the other provisions contained in this Agreement, will fully satisfy Twombly's obligations under the Judgment.

5. The Settlement Sum shall be paid as follows:

a. Mr. Twombly shall pay an initial deposit in the amount of \$20,000.00 within ten (10) days of the issuance of the order approving this Settlement Agreement. Payment shall be sent to BCM Advisory Group, 400 The Hill, Suite 1, Portsmouth, NH 03801.

b. Mr. Twombly shall thereafter make monthly payments of \$3,000.00 per month over five years (60 months) against the remaining \$180,000.00 obligation. The first payment shall be due on the sooner of the following: i) three months after the issuance of the order approving this settlement agreement; or ii) one month after Mr. Twombly secures employment. The monthly payments shall be due and payable on the first day of each month.

6. Such monthly payments shall be made to the Department of Justice, Office of the Attorney General/ Civil Bureau, 1 Granite Place, Concord, NH 03301. The payments shall reference *NHREC v. Daniel Twombly*, No, 217-2023-CV-00157. Checks shall be made to State of NH/ Department of Justice.

7. Mr. Twombly's obligations under this Settlement agreement shall be secured by a mortgage on real state known as 8915 Sydney Harbor Circle, Delray Beach, Florida (the "Florida Property"), which is owned by Defendant and his husband, Corey Benish.

8. The mortgage shall contain a waiver of homestead provision and shall be executed by all individuals holding a deeded interest in the Florida Property.

9. The Receiver shall seek authority to retain Florida counsel or a Florida title company to draft and record a form of mortgage which is consistent with Florida law.

10. The consideration for the grant of a mortgage in the Florida property shall be the mutual promises and obligations described in this Settlement Agreement, including without limitation, the Receiver's forbearance from seeking immediate and full payment of the judgment amount owed by Defendant.

11. Mr. Twombly will maintain an "all risk" property and casualty insurance policy on the Florida property in the minimum coverage amount of \$1,600,000.00 until his obligations under this Agreement are fully satisfied. The Receiver and the Office of the NH Attorney General shall each be named as loss payees. The said policy shall provide that it may not be cancelled nor coverage reduced without at least thirty (30) days written notice to the Receiver and the Office of the NH Attorney General. The Receiver or the Office of NH Attorney General may require Mr. Twombly to provide evidence of such insurance from time to time until his payment obligation is fully satisfied.

12. Receiver shall refrain and forbear from enforcing the Judgment so long as Mr. Twombly is timely making his payments and otherwise honors his obligations under this Settlement Agreement.

13. The order approving this settlement agreement shall be considered a periodic payment order under NH R.S.A. 524:6 and shall be enforceable as such.

14. Upon timely completion of the payments contemplated in this Settlement Agreement, the Receiver shall file a "satisfaction of judgment" with this Court in the *Mills v. Twombly* case, indicating Mr. Twombly has no further obligation to pay the judgment.

15. In the event that Mr. Twombly defaults under the terms of this Agreement, the Receiver, at his sole option (or the option of any person or entity which the Court has designated as the Receiver's successor or assignee with respect to the collection of the settlement sum) shall



be entitled to pursue collection of the entirety of the judgment minus: a) the \$165,000 price bid at the sheriff sale of the Dover Property; b) any net proceeds from the sale of the Dover Property paid to the Receiver in excess of \$165,000.00, and c) any payments made by Defendant or on his behalf under this settlement agreement prior to such default. Statutory interest shall accrue against the remaining judgment amount.

16. Mr. Twombly will relinquish the right to pursue any known or unknown claims he may believe he has against the Coast to Country Receivership Estate and will neither submit a proof of claim in the receivership case nor participate in any distribution to creditors of the estate, should a distribution be made.

17. Mr. Twombly acknowledges that the Receiver has no authority with respect to whether Mr. Twombly will be subject to any state, federal or local prosecution for any crime and that the Receiver makes no representations or promises whatsoever about whether or not Mr. Twombly will be subject to prosecution.

18. Mr. Twombly has provided a statement of assets liabilities on the NH Judicial Branch/ Superior Court form (the "Asset Statement"). Mr. Twombly did not list his interest in the Florida property or in any automobile in the Asset Statement, but has explained that omission to the Receiver's satisfaction. Mr. Twombly hereby reaffirms, under pains and penalties of perjury the accuracy of the asset statement which he provided to the Receiver, with the proviso that he does have a deeded interest in the Florida property and owns a motor vehicle with no equity.

19. If the Receiver discovers that Mr. Twombly has made any material misstatement or omission in the asset statement he provided, the Receiver may in his sole discretion, seek relief from the Court, including without limitation, invalidating this agreement (but retaining the

mortgage) and collecting all amounts due under the judgment including statutory interest, giving due credit for any reductions to which Twombly is entitled as set forth in ¶ 15 above. The Mortgage granted pursuant to this Agreement secures and shall secure all obligations described in this Agreement including the payment in full of the judgment if Mr. Twombly defaults.

20. Except for the obligations contained in or created by this Agreement, the Receiver, in his capacity as Receiver and not individually, on behalf of the Receivership Estate, releases and discharges Daniel K. Twombly from any and all actual or potential claims, demands, obligations, losses, causes of actions, damages, penalties, costs, expenses, attorney's fees, liabilities, and indemnities, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, from the beginning of time and through the date of this Agreement.

21. Except for the obligations contained in or created by this Agreement, Daniel K. Twombly releases and discharges the Receiver, the Receivership Estate, its agents, and its attorneys from any and all actual or potential claims, demands, obligations, losses, causes of actions, damages, penalties, costs, expenses, attorney's fees, liabilities, and indemnities, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, from the beginning of time and through the date of this Agreement.

22. The execution of this Settlement Agreement by Mr. Twombly represents an effort to buy peace and should not be construed as an admission of liability by either party.

23. The obligations contained herein are contingent upon approval by the Court. In the event the Court does not approve this Agreement, it shall be null and void.

24. The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

25. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to that party.

26. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all executed counterparts shall constitute one agreement binding on the Parties when fully executed by all of the Parties, notwithstanding that all of the Parties may not be signatory to the same counterpart. This Agreement may be delivered electronically or by facsimile, and such signatures shall be binding and deemed original for the purposes of implementing and enforcing this Agreement.

27. The validity, construction, interpretation and administration of this Agreement shall be controlled and governed by the laws of the State of New Hampshire. To the extent that any legal action is required to enforce this Agreement, all Parties agree to jurisdiction and venue in the Merrimack Superior Court of New Hampshire.

28. Each party hereto acknowledges that they have carefully reviewed this Agreement with their own counsel and that the execution of this Agreement is both knowing and voluntary.

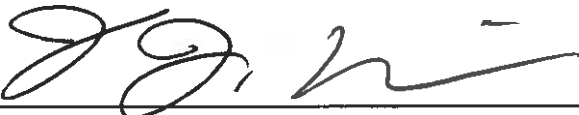
29. This Agreement constitutes the entire agreement between the parties hereto and may not be altered or modified other than by a writing signed by the party to be charged.

30. The Receiver may assign all of his rights under this Agreement or under the Judgment to the State of New Hampshire acting through its Office of the NH Attorney General, or to any successor Receiver for NE Coast to Country Realty Investments, LLC.

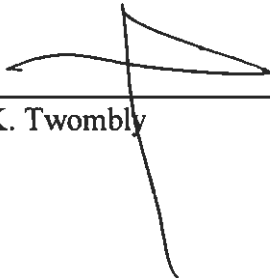
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**RECEIVERSHIP ESTATE OF  
NE COAST TO COUNTRY REALTY  
INVESTMENTS, LLC**

Dated: 2/24/25

By:   
Jason Mills, in his capacity as Receiver,  
not individually

Dated: 02/11/2025

By:   
Daniel K. Twombly

<https://fordmcpartlin.sharepoint.com/Shared Documents/WPDATA/Ed/05637 - Mills - Remax Receivership/Pleadings NH v. Twombly CV-157/Draft Pleadings/ Settlement Agreement with D Twombly with Ed's changes.docx>

## Attachment 1

### WAIVER AND RELEASE OF RIGHT OF REDEMPTION UNDER NH R.S.A. 529:26

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, I, Daniel K. Twombly, of 8915 Sydney Harbor Circle, Delray Beach, Florida, hereby waives any right of redemption to which I would or might be entitled arising from a sheriff sale conducted on November 15, 2024 with respect to property known as 18 Pearson Drive in Dover New Hampshire (the "Property").

At the time of the sale and until a sheriff's deed was recorded at Book 5228, Page 532 of the Strafford County Registry of Deeds, (the "Sheriff's Deed") I was the record owner of the property by virtue of a deed from Daniel Twombly and Douglas Wood to Daniel Twombly dated September 30, 2005 and recorded at said Registry at Book 3272 Page 817 on October 7, 2005.

In addition, and in order to confirm the state of title in light of the completion of the sheriff sale and the release herein of my right of redemption, I hereby grant with quitclaim covenants, all right title and interest to the Property to Jason Mills, as Receiver for NE Coast to Country Realty Investments, LLC.

The within grant of my residual rights, if any, with quitclaim covenants is intended as a corrective or confirmatory deed confirming the conveyance of the Property by the Sheriff's Deed.

The within described property is not homestead property.

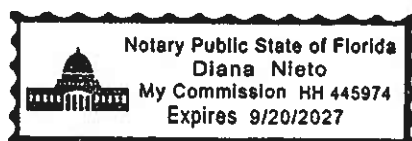
Dated: 2/11/2025

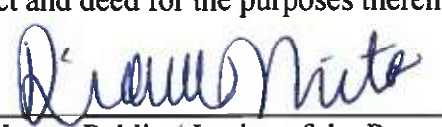
  
Daniel K. Twombly

STATE OF Florida

COUNTY OF Broward

Then personally appeared the above-named Daniel K. Twombly, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained. FC DL provided in person



  
Notary Public / Justice of the Peace  
My commission expires:

THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
<http://www.courts.state.nh.us>

Court Name: \_\_\_\_\_  
Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
(if known)

STATEMENT OF ASSETS AND LIABILITIES  
FOR INDIVIDUALS AND SOLE PROPRIETORS

1. Name: Dan Twombly DOB: 07/19/1973  
2. Residence Address: 8915 Sydney Harbor Cir  
3. Mailing Address (if different): \_\_\_\_\_  
4. Marital Status: ☐ Single ☒ Married ☐ Separated ☐ Widowed  
5. List the names, ages, relationships of dependents you support:  
N/A

6. If you are presently employed, state where and for how long:  
Unemployed ☐ Full-Time ☐ Part-Time  
7. If unemployed, state last date of employment: March 2023  
8. When do you anticipate new employment? Within 6 months of reaching agreement  
9. If your spouse is presently employed, state where and for how long?  
N/A ☐ Full-Time ☐ Part-Time  
10. If spouse unemployed, state last date of employment: N/A

11. List other employed household members and their weekly income: N/A

12. Please state <b>weekly</b> take-home amount		Yours	Spouse's
Salary/Wages	\$	<u>0</u>	\$ <u>          </u>
Child Support	\$	<u>0</u>	\$ <u>          </u>
Alimony	\$	<u>0</u>	\$ <u>          </u>
Trust Benefits	\$	<u>0</u>	\$ <u>          </u>
Investment Income	\$	<u>0</u>	\$ <u>          </u>
Other	\$	<u>0</u>	\$ <u>          </u>
*Social Security	\$	<u>0</u>	\$ <u>          </u>
*Welfare Benefits	\$	<u>0</u>	\$ <u>          </u>
*Veteran's Benefits	\$	<u>0</u>	\$ <u>          </u>
*Pension	\$	<u>0</u>	\$ <u>          </u>
**Unemployment Compensation	\$	<u>0</u>	\$ <u>          </u>
**Worker's Compensation	\$	<u>0</u>	\$ <u>          </u>
Total			\$ <u>          </u>

13. What money is presently available to you?

Cash on hand .....	\$	<u>0</u>
Checking account .....	\$	<u>4,000</u>
Savings account .....	\$	<u>0</u>
Stocks/Bonds/IRA/Pension .....	\$	<u>0</u>
Total	\$	<u>          </u>

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

**STATEMENT OF ASSETS AND LIABILITIES FOR INDIVIDUALS AND SOLE PROPRIETORS**

14. Please state your **monthly** household expenses:

Rent/Mortgage	\$	0	Cell Phone	\$	0
Property Taxes	\$	0	Clothing	\$	0
Heat	\$	0	Transportation	\$	0
Food	\$	0	(including gas, maintenance, insurance, repairs)		
Utilities	\$	0	Other (specify)		
Medical/Dental	\$	0		\$	
Insurance	\$	0		\$	
<b>Total</b>	\$				

15. List any real estate you own, its market value and the amount you owe:

None

16. List any vehicles you own (car, truck, boat, motorcycle, snowmobile, RV), their market value and the amount you owe:

N/A

17. List income tax paid last year: \$ 0

18. List income tax refund received last year: \$ 0

19. Other than monthly household expenses, list any bills you owe, amount owed, to whom, and monthly payment:

Credit Card Debt - \$25,000

20. List which of your bills are court-ordered payments (i.e. alimony, judgment in a law suit, etc.):

None

21. Other than those previously mentioned, list anyone to whom you owe money, amount and when it is due:

See creditors

22. If anyone owes you money, state name, address, amount due, and when due:

None

23. List any property you have transferred within the last three years, to whom and for what price:

Sold 3 Thorwald Ave, Hampton, NH 03842 - Proceeds remitted to Receiver

24. List any other assets or expenses not previously mentioned:

None

\* Exempt income – The Court may not consider this income. If this represents the sole source of income, the court may not issue a payment order.

\*\* Potentially/partially exempt income – The Court may be unable to consider this income. Based upon the facts of the case, the Court may or may not issue a payment order.

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

**STATEMENT OF ASSETS AND LIABILITIES FOR INDIVIDUALS AND SOLE PROPRIETORS**

**For non e-filed cases:**

I state that on this date I am ☐ mailing by U.S. mail, or ☒ Email (only when there is a prior agreement of the parties to use this method), or ☐ hand delivering a copy of this document to:

**Jason Mills**

Other party

Other party's attorney

**OR**

**For e-filed cases:**

☐ I state that on this date I am sending a copy of this document as required by the rules of the court. I am electronically sending this document through the court's electronic filing system to all attorneys and to all other parties who have entered electronic service contacts (email addresses) in this case. I am mailing or hand-delivering copies to all other interested parties.

**Dan Twombly**

Name of Filer

Law Firm, if applicable

Bar ID # of attorney

**8915 Sydney Harbor Circle**

Address

**Delray Beach, FL 33446**

City

State

Zip code

  
Signature of Filer

**561-560-9437**

Telephone

**dktcmb@gmail.com**

E-mail

**12/19/2024**

Date



Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

**STATEMENT OF ASSETS AND LIABILITIES FOR INDIVIDUALS AND SOLE PROPRIETORS**

**Notice of Protected (Exempt) Sources of Income**

**PERIODIC PAYMENTS CANNOT BE ORDERED FROM THE FOLLOWING SOURCES OF INCOME  
(subject to some exceptions):**

- Social Security Old-Age, Survivors & Disability Insurance Benefits (42, U.S.C. § 407)
- Supplementary Security Income (SSI) for the Aged, Blind and Disabled (42 U.S.C. §407 and §1383(d)(1))
- Unemployment Compensation Benefits (RSA 282-A:159) (Exemption from payment orders except debts incurred for basic needs expenses for you or your family during the period of unemployment.
- Public Assistance Payments to the Blind, Aged or Disabled Persons and Dependent Children (ANB, OAA, APTD and TANF/FANF) (RSA 167:25)
- Veterans Benefits including: Retirement Benefits (10 U.S.C. §1440), Survivors' Benefits (10 U.S.C. §1450), Other Veterans Benefits (38 U.S.C. § 5301(a)), Medal of Honor Veterans Benefits (38 U.S.C. § 1562)
- Workers Compensation Benefits (RSA 281-A:52) (Exemption from payment orders except debts for medical and related care for the compensated injury and claims for legal fees approved by the Superior Court for prosecuting the workers compensation claim.
- Retirement funds including Individual Retirement Accounts, Stock Bonus, Pension, Profit-Sharing, Annuity or Similar Qualified Plan (RSA 511:2(XIX)). Exempt from periodic payments up to \$362.50 per week. If income and expenses are shared with another person with whom you live and the other person also receives income from such a retirement plan or arrangement, the exemption is up to \$725.00 per week.
- Civil Service Retirement Benefits (5 U.S.C. § 83466(a))
- Armed Forces Retirement Pay (10 U.S.C. § 1440)
- Railroad Retirement Act Annuities and Pensions (45 U.S.C. § 231m)
- Fireman's Retirement Pay (RSA 102:23)
- Fireman's Relief Payments (RSA 402:69)
- Foreign Services Retirement and Disability Payments (22 U.S.C. § 4060(c))
- Injury or Death Compensation Payments from War Risk Hazards (42 U.S.C. § 1717) (With exception of monies paid as reimbursement for funeral expenses or as reimbursement with respect to payments of worker's compensation or in the nature of worker's compensation benefits.)
- Lighthouse Keepers Widow's Benefits (33 U.S.C. §775)
- Wages of Fisherman, Seaman and Apprentices (46 U.S.C. § 11109) (With exception for an order of a court about the payment by a master or seaman of any part of the master's or seaman's wages for the support and maintenance of the spouse or minor children of the master or seaman, or both).
- Longshoremen's and Harbor Worker's Compensation Act Death and Disability Payments (33 U.S.C. § 916)

**PLEASE NOTE: IF YOU HAVE INCOME FROM ANY OF THE SOURCES LISTED ABOVE, PLEASE BRING VERIFICATION (FOR EXAMPLE, YOUR AWARD LETTER) TO COURT WITH YOU.**