

## MEMORANDUM OF SALE

EXETER RIVER MHP COOPERATIVE, INC. (the "Seller"), a New Hampshire cooperative association with a place of business at 10 Vincent Street, Exeter, New Hampshire 03833, as lienholder by virtue of N.H. R.S.A. 205-A:4-a, for nonpayment of rent and other charges due thereon, pursuant to that certain Member Occupancy Agreement dated June 26, 2007, as amended by and between Seller and Richard J. Doucette and Patricia A. Doucette, agrees to convey to \_\_\_\_\_ (the "Buyer"), having an address of \_\_\_\_\_, or assigns, in accordance with its exercise of rights pursuant to N.H. R.S.A. 205-A and R.S.A. 382-A:9, the certain manufactured housing unit, a 1989 Skyline 14 by 70 mobile home (including hitch), identified by serial number 2216-0172Y (the "Premises"), located in Exeter River Mobile Home Park (the "Park"), as described in the Notice of Sale (the "Notice of Sale") attached hereto as Exhibit A and incorporated by reference hereto, subject to the following terms and conditions:

1. Purchase Price. The Buyer's bid of \$\_\_\_\_\_ was the highest accepted bid received at the public auction conducted on the Premises at 11:00 a.m. on Tuesday, January 21, 2025, and is the Purchase Price of the Premises to be paid by the Buyer to the Seller.

a. Deposit. Buyer is paying herewith to the Seller a deposit of \_\_\_\_\_ (\$\_\_\_\_\_) in cash or by certified or bank check and an additional \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in cash or other funds satisfactory to the Seller, receipt of which is acknowledged by the Seller and the Buyer, to be held by the Seller subject to the terms of this Agreement.

b. Balance of Purchase Price. The balance of the purchase price, namely \_\_\_\_\_ Dollars (\$\_\_\_\_\_), is to be paid by Buyer to Seller in cash, certified or bank check, federal funds wire transfer or other funds satisfactory to Seller, within twenty-one (21) days from the date hereof. IT IS AGREED THAT TIME IS OF THE ESSENCE.

2. Title and Deed. The Premises shall be conveyed by Manufactured Housing Quitclaim Deed and Affidavit (together, the "Conveyancing Documents"), each running to the Buyer (or to the nominee designated by the Buyer by written notice to the Seller on or before seven (7) days from the date hereof) subject to the following:

- a. Each of the items listed in the Notice of Sale.
- b. All easements, restrictions, security interests, liens and encumbrances, if any, having priority over the Mortgage.
- c. All unpaid taxes, tax titles, water bills, municipal liens and assessments, whether now due and payable, previously assessed, or hereafter arising or accruing.
- d. All applicable building, zoning and environmental laws.

- e. All rights of lessees, tenants and parties in possession, if any.
- f. Any right of redemption of the United States of America or any agency thereof, if any there be, including, without limitation, the Internal Revenue Service, the Federal Deposit Insurance Corporation and the Resolution Trust Company.
- g. Any liens now existing or hereafter arising in favor of the State of New Hampshire or the United States of America having priority over the Mortgage, including, without limitation, the so-called Superfund Lien.
- h. Any management, service or other contracts relative to the Premises, if any, which have not been terminated by the Seller.
- i. Other matters announced at the sale.

3. Time for Delivery of Conveyancing Documents. The Conveyancing Documents shall be delivered to the Buyer at the time of the payment of the entire balance of the Purchase Price by the Buyer, at the offices of Cleveland, Waters and Bass, P.A., Two Capital Plaza, Concord, New Hampshire 03301 or at such place otherwise agreed by Buyer and Seller. The Buyer shall pay all costs of recording the deed including, without limitation, all New Hampshire real estate transfer taxes attributable to the sale. Except for the Conveyancing Documents, the Seller shall have no obligation to provide to or on behalf of the Buyer any affidavits, indemnities, or other instruments or agreements in connection with the transfer of the Premises as provided for herein.

4. Possession and Condition of Premises. The Buyer acknowledges that this purchase shall be AS IS and WHERE IS, WITHOUT ANY WARRANTIES WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW, as of the date of the delivery of the Conveyancing Documents. Without limiting the foregoing total exclusion of representations and warranties, the sale is made expressly without any representations or warranties as to the following:

- a. The title to the Premises and the validity, enforceability, or perfection of the Seller's rights or interests therein.
- b. The accuracy of any statement as to the description of the Premises contained in the Notice of Sale.
- c. Compliance with any zoning, environmental, or other state, local or federal laws which may affect the use, development, or occupancy of the Premises, including, without limitation, the existence or availability of any permits or approval relating to use, development or occupancy of the Premises.
- d. The existence on the Premises of any hazardous waste, asbestos, lead-based paint, plaster, or other lead-based accessible material, or any other materials which may be subject to governmental regulation or restriction.

e. The existence, terms and conditions of any leases, the identity or status of any party in possession, and the status of rental payments, security deposits, or other amounts due and payable thereunder.

To the extent any tests, reports, or approvals are determined by the Buyer to be necessary in connection with the use, development or occupancy of the Premises, such reports, permits and approvals shall be the responsibility of the Buyer, at Buyer's sole cost and expense, and the Buyer's obtaining any such reports, permits or approvals shall not be pre-condition to Buyer's obligations hereunder.

5. Risk of Loss. The Buyer acknowledges that from and after this date the Buyer shall have the sole risk of loss and the Seller shall have no responsibility for maintaining insurance on the Premises. In the event that the Premises are damaged by fire or other casualty after the date hereof, then the Buyer shall remain obligated to consummate the sale without any reduction in the Purchase Price and upon the consummation of such sale, the Seller shall pay over or assign to the Buyer any amounts recovered or recoverable if and to the extent any such damage by fire or other casualty was insured against, less any amounts reasonably expended by the Seller in order to obtain such recovery.

6. Cooperative Membership. The Buyer acknowledges that, unless otherwise agreed in writing with Seller, Buyer shall be required to remove the Premises from the Park. To reside at the Park, Buyer must be approved for membership and enter into an occupancy agreement with the Park.

7. Acceptance of Conveyancing Documents. The Acceptance of the Conveyancing Documents by the Buyer or its Assignee, as the case may be, shall be deemed to be full performance and discharge of every agreement and obligation of the Seller herein contained or expressed.

8. Broker. No brokerage commission or fee shall be payable to any party on account of this sale.

9. Buyer's Default. If the Buyer defaults in the performance of Buyer's obligations hereunder, the Deposit made hereunder by the Buyer may, at the option of the Seller, be retained by the Seller as liquidated damages for Buyer's default. If the Seller does not elect to take the Deposit as liquidated damages, the Seller shall have all remedies available to it under the laws of the State of New Hampshire, including, without limitation, specific performance. The Buyer shall pay all costs and expenses incurred by the Seller in connection with the enforcement of this Memorandum of Sale, including, without limitation, all attorneys' fees.

10. Buyer's Default; Sale to Second Highest Bidder. The Seller may, at its option, sell the Premises to the second highest bidder at the Seller's January 21, 2025 sale of the Premises should the Buyer fail to fulfill the Buyer's obligations herein, and no such sale of the Premises by the Seller to such second highest bidder shall relieve the Buyer from its obligations hereunder nor operate as a waiver by the Seller of its rights and remedies against the Buyer.

11. Assignment. This Memorandum of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of rights under this Memorandum of Sale by Buyer must be consented to by Seller, which consent shall not be unreasonably withheld, and must be in writing in form and content satisfactory to Seller.

12. Compliance. Seller has complied or will comply with the provisions of RSA 205-A:4-a regarding exercise of the rights of Seller to sell the Premises as permitted by R.S.A. 382-A:9 at or prior to the date for transfer of the Conveyancing Documents.

13. Statutory Disclosures. Buyer acknowledges that he has read the following notices, pursuant to RSA 477:4-a, prior to executing this Memorandum of Sale:

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 buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations ([www.des.nh.gov](http://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.

14. Water Supply and Sewage Disposal. Buyer acknowledges that Seller has disclosed, and Buyer has received, the following disclosures pursuant to RSA 477:4-c and 477:4-d prior to executing this Memorandum of Sale:

- (a) Seller is unaware of any information relative to the water supply system used in connection with the Premises.
- (b) Seller is unaware of any information relative to the sewage disposal system used in connection with the Premises.
- (c) Seller is unaware of any information relative to the insulation used in connection with the Premises.
- (d) Seller is unaware of any information relative to the Premises being located in a federally designated flood hazard zone.

15. Construction. This Memorandum of Sale, executed in duplicate, is to be construed in accordance with the laws of the State of New Hampshire, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a manner of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties.

EXECUTED this 21st day of January, 2025.

**SELLER:**  
EXETER RIVER MHP COOPERATIVE, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
duly authorized

**BUYER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name: \_\_\_\_\_