

MEMORANDUM OF SALE

AGREEMENT made by and between the **ARTHUR R. ABBOTT FAMILY LIMITED PARTNERSHIP**, a Maine limited partnership, having a mailing address of P.O. Box 99, Lebanon, Maine 04027 (“SELLER”) and

_____ with a mailing address of:

_____ (“BUYER”).

1. Sale of Property. SELLER agrees to sell and BUYER agrees to purchase upon the terms hereinafter stated all of SELLER’S right, title and interest in and to the following described property: The land with improvements thereon, located on 82 Rochester Hill Road in Rochester, New Hampshire, as more specifically described in a Foreclosure Deed recorded at the Strafford County Registry of Deeds at Book 3759, Page 476 excepting that portion of the premises shown as Proposed Conveyance to Abutter Rochester Hill Trust on Plan 104-034 recorded Strafford County Registry of Deeds and described in Quitclaim Deed recorded Strafford County Registry of Deeds at Book 4060, Page 948.(the “Property”).

2. Purchase Price: The purchase price is _____ Dollars (\$ _____) (the “Bid Price”), which shall be paid as follows:

- (a) Ten Thousand Dollars (\$10,000.00) in cash, certified or bank treasurer’s check on the signing of this Agreement (the “Deposit”);
- (b) The balance of _____ Dollars (\$ _____) in cash, certified or bank treasurer’s check shall be paid at closing.

3. Escrow Agreement. Said deposits shall be held by Hamblett & Kerrigan, P.A. of 20 Trafalgar Square, Sutie 505, Nashua, New Hampshire 03063, in escrow. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent, may in its sole discretion, pay the deposit monies to the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the Escrow Agent shall be discharged from all obligations as recited herein and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties agree that the Escrow Agent may deduct the cost of bringing such interpleader action for the deposit monies held in escrow prior to forwarding the same to the Clerk of such court

4. Buyer’s Premium: Buyer shall pay to Auctioneer a Buyer’s Premium of _____ Dollars (\$ _____) equal to five percent (5.00%) of the Bid Price at closing. The Buyer’s Premium is in addition to, not a part of, the purchase price. Seller and Buyer represent to each other that no other broker or agent has participated in the sale on its behalf and each will indemnify and save the other harmless from any demand, claim or suit at law or in equity by any such broker or agent claiming through him or her, including reimbursement or reasonable attorneys’ fees and court cost.

5. Deed and Closing: The deed shall be a Quitclaim Deed. The deed shall be delivered and

the balance of the Bid Price shall be paid on or before Monday, April 7, 2025 at 10:00 AM, time being of the essence, at the offices of Hamblett & Kerrigan, P.A., 20 Trafalgar Square, Suite 505, Nashua, New Hampshire, or at such time or place as the parties shall agree.

6. Encumbrances: The Premises are sold subject to: (a) the real estate taxes assessed or assessable on the premises; (b) all rights of possession; (c) to all prior liens; (d) all easements, covenants, and restrictions; and (e) to any rights of redemption which any person, the Internal Revenue Service, FDIC, or any other governmental agency may possess.

7. Zoning: Seller does not represent or warrant to Buyer that the current use of the premises and the building thereon comply in any respect with any municipal zoning ordinances, building or other like code or that the buildings or the use of the premise is not a nonconforming structure or use.

8. Inspection: Buyer acknowledges that it is fully satisfied with the physical condition of the premises; and the Buyer covenants and agrees that it will accept the premises in their current condition. The Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. The Buyer agrees to take the within described property **AS IS**. The Buyer agrees and acknowledges that it is their responsibility and obligation to secure the premises as of the date of this Memorandum. The Buyer shall be responsible for maintaining insurance coverage on the premises; Seller shall not keep the premises insured against loss for the benefit of the Buyer.

9. Revenue Stamps and Closing Costs: Buyer shall pay for the revenue stamps assessed against both Buyer and Seller by New Hampshire law. Buyer shall be responsible for all recording costs assessed by the Strafford County Registry of Deeds.

10. Default: If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy. If Buyer defaults, Seller shall be entitled to retain the Deposit as liquidated damages or pursue its remedies at law or in equity at its election. Upon default by Buyer, Buyer's bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

11. Acceptance of Deed: Acceptance of a deed by Buyer shall be deemed to be the full performance of every agreement and obligation of Seller.

12. Governing Law: This Memorandum is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

13. Integration: All representations, statements and agreements heretofore made are merged in this Memorandum which is the full expression of the parties' obligations and neither party in entering this Memorandum has relied upon any statement or representation not set forth herein.

14. Time: Time is of the essence as to every aspect of this Memorandum of Sale.

15. N.H. Rev. Stat. Ann. §477:4 a, c, d, g, h and §485-A:39 Notices:

(a) Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or

through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

- (b) “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) to ensure a safe water supply if the subject property is served by a private well.”
- (c) Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.
- (d) RSA 477:4-c and d—Water Supply, Sewage Disposal and Insulation: Seller has no information.
- (e) RSA 477:4-g—Methamphetamine Production Site: Seller has no information regarding whether Property was used for methamphetamine production.
- (f) RSA 485-A:39—Waterfront Property Site Assessment Study: Seller has no information.
- (g) RSA 477:4-h—Public Utility Tariff Pursuant to RSA 374:61: Seller has no information whether Property is subject to a public utility tariff under RSA 374:61.

SIGNATURE PAGE FOLLOWS

WITNESS OUR HANDS this March 6, 2025.

SELLER:

ARTHUR R. ABBOTT FAMILY
LIMITED PARTNERSHIP

Witness

By: _____
Name: Janet Perry
Title: General Partner

Witness

By: _____
Name: Sandra Mun
Title: General Partner

Witness

By: _____
Name: Deborah Wilbur
Title: General Partner

Witness

By: _____
Name: Karen Abbott
Title: General Partner

BUYER:

Witness

Name:
SS or Fed. ID: _____
Telephone #: _____
Email: _____

Witness

Name:
SS or Fed. ID: _____
Telephone #: _____
Email: _____