

## MEMORANDUM OF SALE

By virtue of a statutory sale held on September 2, 2025, Base Hill Cooperative, Inc. (“**Seller**”) agrees to convey and \_\_\_\_\_ of \_\_\_\_\_ (“**Buyer**”) agrees to acquire the following described property on the terms and conditions set forth as follows:

1. **Property**: A certain 14’ x 60’ 1972 Newport Supreme manufactured housing unit Serial Number 279001 located at 23 Schult Street, Keene, New Hampshire.

2. **Bid Price**: The bid price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 Memorandum (the “**Deposit**”);

(b) the balance of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in cash, certified or bank treasurer’s check at the closing.

3. **Community Rules and Bylaws**: Buyer acknowledges that the Property must be owner occupied and that buyer must apply for membership of Base Hill Cooperative, Inc. (the “**Community**”) and submit to a criminal background check. The Buyer must comply with all provisions of the Community Bylaws and Rules.

4. **Taxes and Other Encumbrances**: The Premises are sold subject to the real estate taxes assessed or assessable on the premises, subject to all rights of possession and subject to all prior liens and other enforceable encumbrances, whether or not of record, and to any rights of redemption which the Internal Revenue Service or any other governmental agency may possess.

5. **Deed**: The deed shall be a Manufactured Housing Quitclaim Deed in substantially the same form as Exhibit A attached hereto.

6. **Closing** The deed shall be delivered and the balance of the Bid Price shall be paid on or before October 17, 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 03063, or at such time or place as the parties shall agree.

7. **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 Cheshire County Registry of Deeds.

8. **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. In addition, upon default by Buyer, Buyer’s bid shall be immediately assigned to Seller and Seller may thereafter complete the purchase of the premises.

9. **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.

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

11. **Broker:** Seller and Buyer represent to each other that no 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 broker or agent claiming through him or her, including reimbursement or reasonable attorneys' fees and court cost.

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 Disclosures:** In compliance with RSA 477:4-a, RSA 477:4-c, RSA 477:4-d, RSA 477:4-g, RSA 477:4-h, and RSA 485-A:39, the following information is provided to Buyer

- (a) **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.
- (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](http://www.des.nh.gov)) to ensure a safe water supply if the subject property is served by a private well.
- (c) **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

- (d) **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.
- (e) **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.
- (f) **Water Supply; Sewage Disposal:** Seller has no information relative to (i) the type of private water supply system, its location, malfunctions, date of installation, date of the most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations; (ii) the sewage disposal system including the size of the tank, type of system, its location, malfunctions, the age of the system, the date it was most recently serviced, and the name of the contractor who services the system; (iii) approved seating capacity based on the sewage disposal system, if the property is a food service establishment; the type of private water supply system, its location, malfunctions, date of installation, date of most recent water test and whether or not the seller has experienced a problem such as an unsatisfactory water test or a water test with notations; (iv) the private sewage disposal system including its location, malfunctions, the date it was most recently serviced and the name of the contractor who services the system; (v) the insulation, including type and location; (vi) the property being located in a federally designated flood hazard zone.
- (g) **Methamphetamine Production Site:** Seller has no information regarding whether Property was used for methamphetamine production.
- (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.
- (i) **Waterfront Property Site Assessment Study:** Seller has no information.

**BUYER ACKNOWLEDGES RECEIPT OF THE ABOVE DISCLOSURES AND  
SIGNIFIES BY INITIALING HERE:**

\_\_\_\_\_  
Initial

WITNESS OUR HANDS this September 2, 2025.

Seller:

Base Hill Cooperative, Inc.  
By its attorneys  
Hamblett & Kerrigan, P.A.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Nicholas A. Kanakis, Esq.

Buyer:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
SS or Fed. ID: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
SS or Fed. ID: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Email: \_\_\_\_\_

**EXHIBIT A**

Hamblett & Kerrigan P.A.  
20 Trafalgar Square, Suite 505  
Nashua, NH 03063  
Transfer Tax: \$

**MANUFACTURED HOUSING QUITCLAIM DEED**

**Base Hill Cooperative, Inc.**, of 180 Base Hill Road, Keene, New Hampshire 03431, holder of a Park Owner's Lien by virtue of RSA 205-A:4-a from **William Sisco, III, Arianna R. Sisco, and Brittney N. Sisco**, by the power conferred by said RSA 205-A:4-a, and every other power, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_) paid, grants to \_\_\_\_\_, of \_\_\_\_\_, with QUITCLAIM covenants, a certain 14' x 60' 1972 Newport Supreme manufactured housing unit Serial Number 279001, situate in Keene, Cheshire County, New Hampshire at 23 Schult Street.

The tract or parcel of land upon which the manufactured housing is situated, is owned by Base Hill Cooperative, Inc., by deed dated February 8, 2007 and recorded in the Cheshire County Registry of Deeds in Book 2414, Page 162.

Meaning and intending to describe and convey the same premises conveyed to William Sisco, III, Arianna R. Sisco, and Brittney N. Sisco by deed of Dan Macik a/k/a Daniel Macik dated October 13, 2023 and recorded in the 3260 County Registry of Deeds in Book 1069, Page \_\_\_\_\_.

THE MANUFACTURED HOUSING HEREIN CONVEYED HAS NOT BEEN RELOCATED.

Executed this \_\_\_\_\_.

Base Hill Cooperative, Inc.

Base Hill Cooperative, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_, duly authorized \_\_\_\_\_ of Base Hill Cooperative, Inc.  
and \_\_\_\_\_, duly authorized \_\_\_\_\_ of Base Hill Cooperative,  
Inc., on behalf of the same.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

**RSA 477:44 CONSENT TO CONVEYANCE OF MANUFACTURED HOUSING**

Base Hill Cooperative, Inc., owner of the tract or parcel of land upon which the aforesaid  
manufactured housing is situated, hereby consents to the conveyance of the manufactured housing.

Base Hill Cooperative, Inc.

Base Hill Cooperative, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_, duly authorized \_\_\_\_\_ of Base Hill Cooperative, Inc.  
and \_\_\_\_\_, duly authorized \_\_\_\_\_ of Base Hill Cooperative,  
Inc., on behalf of the same.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires:

## **AFFIDAVIT OF SALE BY LIENHOLDER**

NOW COMES Nicholas A. Kanakis, Esquire, who being duly sworn deposes and says as follows:

1. I am an Attorney with the law firm of Hamblett & Kerrigan P.A. of 20 Trafalgar Square, Suite 505, Nashua, New Hampshire 03063, and I am licensed to practice law in the State of New Hampshire.

2. I represent Base Hill Cooperative, Inc., the Manufactured Housing Park Owner, in connection with the sale of the 14' x 60' 1972 Newport Supreme manufactured housing unit Serial Number 279001, situate in Keene, Cheshire County, New Hampshire at 23 Schult Street..

3. The books and records of the owners of the manufactured housing park do not disclose the presence of any written notice of any eligible lienholders within the meaning of NH RSA 205-A:4-a.

4. A Writ of Possession has been issued by the 8th Circuit – District Division – Keene, Docket No. 449-2024-LT-00259.

5. A public sale was conducted pursuant to the provisions of RSA 205-A:4-a, RSA 382-A:9, and RSA 477-44 IV, on September 2, 2025.

6. That on July 25, 2025, I caused notice of said sale to be sent by Registered Mail to the following persons at their last known addresses:

Keene Tax Collector  
3 Washington Street  
Keene, NH 03431

Peggy Allen  
755 Route 12  
Marlborough, NH 03455

William Sisco, III  
23 Schult Street  
Keene, NH 03431

Arianna R. Sisco  
P.O. Box 13  
Winchendon, MA 01475

Brittney N. Sisco  
P.O. Box 13  
Winchendon, MA 01475

7. Said notice informed the owner of their right to redeem the collateral by full payment up until the time of sale, and no such redemption was made.

8. On September 2, 2025 at 11:00 a.m., the manufactured housing was sold to \_\_\_\_\_, for \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

9. No party whose interest has been barred by this sale was, at the time of the sale or within twelve (12) months prior to, or at the time the debt arose, in the military or naval service of the United States within the meaning of the Servicemembers Civil Relief Act.

10. At the time of the sale, the homestead interest of the tenant was waived by virtue of the fact that (a) the tenant was in excess of sixty (60) days in arrears of the rent and/or carrying charges; (b) the tenant had abandoned the premises; and (c) all utilities for the premises were terminated.

Executed this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Nicholas A. Kanakis, Esq.

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
Nicholas A. Kanakis.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: