

MEMORANDUM OF SALE

By virtue of a statutory sale held on November 19, 2025, Catamount 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:** 1988 Burlington Mobile Home Model – Kingsfield, Serial No. M-4193-HH, which is situated at 10 Washington Avenue, Allentown, 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 Catamount 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 **Monday, January 5, 2026** 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 Merrimack 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 of Sale. 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. **Disclosures:** In compliance with New Hampshire law, the following information is provided to Buyer:

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) 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.

Water Supply; Sewage Disposal: Seller has no information relative to 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. Seller has no information relative to 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.

Water and Septic: Seller has no information relative to 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. Seller has no information relative to 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. Seller has no information relative to the insulation, including type and location. Seller has no information relative to the property being located in a federally designated flood hazard zone.

Methamphetamine: The Seller has knowledge of methamphetamine production on the property

Public Utility Tariff: Seller has knowledge of any metered public utility services at the premises that the Buyer may be responsible for paying as a condition of such utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61.

WITNESS OUR HANDS this November 19, 2025.

SELLER

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

By: _____
Nicholas A. Kanakis, Esq.

BUYER

Witness

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

CATAMOUNT HILL COOPERATIVE, INC., of with a mailing address of PO Box 1438, Concord, NH 03302, holder of a Park Owner's Lien by virtue of RSA 205-A:4-a from , 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 1988 Burlington Mobile Home Model – Kingsfield, Serial No. M-4193-HH, situate in Allenstown, Merrimack County, New Hampshire at 10 Washington Avenue.

The tract or parcel of land upon which the manufactured housing is situated, is owned by Catamount Hill Cooperative, Inc., by deed dated December 10, 2007 and recorded in the Merrimack County Registry of Deeds in Book 3035, Page 1289

Meaning and intending to describe and convey the same premises conveyed to Tyler Merrill by deed of Briana Carmichael dated July 19, 2018 and recorded in the Merrimack County Registry of Deeds in Book 3613, Page 2364.

THE MANUFACTURED HOUSING HEREIN CONVEYED HAS NOT BEEN RELOCATED.

Catamount 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.

CATAMOUNT HILL COOPERATIVE, INC.

By: _____
_____, _____

By: _____
_____, _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by
_____, duly authorized _____ of Catamount Hill
Cooperative, Inc. and _____, duly authorized _____ of
Catamount 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., 20 Trafalgar Square, Suite 505, Nashua, New Hampshire 03063. I am licensed to practice law in the State of New Hampshire.
2. I represent Catamount Hill Cooperative, Inc., the Manufactured Housing Park Owner, in connection with the sale of the 1988 Burlington Mobile Home Model – Kingsfield, Serial No. M-4193-HH, which is situated at 10 Washington Avenue, Allenstown, New Hampshire.
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 _____ Circuit – District Division – _____, Docket No. _____.
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 November 19, 2025.
6. That on _____, I caused notice of said sale to be sent by Registered Mail to the following persons at their last known addresses:

Tyler Merrill 27 Notre Dame Avenue Allenstown, NH 03275 Brittany Tubman 10 Washington Avenue Allenstown, NH 03275 Town of Allenstown Tax Collector 16 School Street Allenstown, NH 03275	Tyler Merrill 10 Washington Avenue Allenstown, NH 03275 Brittany Merrill 10 Washington Avenue Allenstown, NH 03275 State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-6521
---	--
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 November 19, 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 the tenant was in excess of sixty (60) days in arrears of the rent and/or carrying charges; the tenant had abandoned the premises; and 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: