MEMORANDUM OF SALE

This Memorandum of Sale (the "**Memorandum**") is entered into November 5, 2026, by and between Town of Epping, New Hampshire, (the "**Seller**") and _____, with an address of _____ (the "**Buyer**"). Seller agrees to Sell and Buyer agrees to buy the that certain tract or parcel of land situated in Epping, New Hampshire as described in Seller's invoice books as Map 034 Lot 034 located on Beede Road as more particularly described in the Tax Collector's Deed recorded at the Rockingham County Registry of Deeds at Book 4964, Page 1283 (the "**Property**") subject to the following terms and conditions:

1. Purchase Price: The purchase price is _____ DOLLARS ($_____) (the "**Purchase Price**"), which shall be paid as follows:

(a) The sum of Two Thousand Five Hundred Dollars ($2,500.00) (the "**Deposit**") shall be delivered to Seller on the signing of this Memorandum (the "**Deposit**");

(b) The balance of the Purchase Price in the amount of _____ Dollars ($_____) is to be paid by certified check, or bank cashier's check, or federal funds wire transfer in accordance with the Seller's instructions, within thirty (30) days from the date hereof, to the Seller, time being of the essence.

2. Buyer's Premium: Buyer shall pay JSJ Auctions a Buyer's Premium of _____ Dollars ($_____) equal to ten percent (10%) of the Purchase 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 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 attorney fees and court cost

3. Encumbrances: The Premises are sold subject to all rights of possession and subject to all prior liens, easements, and other enforceable encumbrances, whether or not of record, and to any rights of redemption which any person, entity, the Internal Revenue Service or any other governmental agency may possess.

4. Deed and Closing: deed shall be a Deed Without Covenants. The deed shall be delivered within ten (10) days after the payment of the entire balance of the purchase price by the Buyer. The Buyer shall pay all costs of recording the deed including, without limitation, all documentary transfer stamp charges. Except for the deed, the Mortgagee shall have no obligation to provide to or on behalf of the Buyer any affidavits, indemnities, or other instruments and agreements in connection with the transfer of the Premises as provided for herein.

5. Default:

(a) If Seller defaults, Buyer shall be entitled to the return of the Deposit as its sole remedy.

(b) In the event that the Buyer shall default in purchasing the Property according to the terms of this Memorandum, all deposits made hereunder by the Buyer shall be retained by the Mortgagee, but such a forfeiture shall not relieve the Buyer from the Buyer's obligations hereunder. The Buyer shall pay all costs and expenses incurred by the Seller in connection with the enforcement of this Memorandum including, without limitation, all reasonable attorney's fees.

(c) In the event that the Buyer shall default in purchasing the Property according to the terms of this Memorandum, the Seller reserves the right to sell the Property to the second highest bidder (which may be the Seller), provided that the second highest bidder shall deposit with the Seller or Seller's attorney, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the Buyer and title shall be conveyed to said second highest bidder within thirty (30) days of said written notice. If the second highest bidder declines to purchase the Property, the Seller reserves the right to purchase the Premises at the amount bid by the second highest bidder. Notwithstanding the foregoing, in the event that the Buyer defaults, the Seller reserves the right, in lieu of selling the Property to the second highest bidder, to purchase the Property at the amount bid by the second highest bidder.

6. <u>AS IS</u>: 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 deed. Without limiting the foregoing total exclusion of representations and warranties, the sale is made without any representations or warranties as to the following: (i) the title to the Property; (ii) 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 approvals relating to use, development or occupancy of the Premises; (iii) 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; (iv) the availability of any certificate concerning compliance of the premises with any state, local, or federal statute, ordinance or regulation; or (v) 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 of any such reports, permits or approvals shall not be a pre-condition to Buyer's obligations hereunder.

7. <u>Risk of Loss</u>: The Buyer acknowledges that from and after the date hereof the Buyer shall have the sole risk of loss and the Seller has 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 Mortgagee 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 Mortgagee in order to obtain such recovery.

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

9. **Recordation of Agreement:** Buyer shall not record or register this Agreement or any notice hereof with any registry of deeds. In the event that the Buyer records or registers this Memorandum or any notice hereof, at the Seller's option this Agreement shall be terminated, and the Seller may retain any and all deposits made by the Buyer as liquidated damages, in addition to seeking any and all other remedies available to the Seller at law and in equity.

10. **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.

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

12. **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.

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

14. **Disclosures:** Disclosures required under New Hampshire law are attached to this Memorandum as Exhibit A.

WITNESS OUR HANDS this November 5, 2026.

SELLER

Town of Epping

_____
Witness

By: _____
Name:
Title:

BUYER

_____
Witness

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

_____
Witness

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

EXHIBIT A
(Disclosures)

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.