

MEMORANDUM OF SALE

By virtue of a statutory sale held on May 27, 2026, Seacrest 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**: The Burlington Homes of NE 1987 Bayview manufactured housing unit Serial #M-3960-HG (the “**Property**”) located at 1 Blueberry Lane, Seabrook, New Hampshire.
2. **PURCHASE PRICE**: The purchase price is _____ Dollars (\$ _____). A Deposit of Ten Thousand Dollars (\$10,000.00) in cash, certified or bank treasurer’s check shall be paid on the signing of this Memorandum (the “**Deposit**”). The balance of the purchase price shall be paid in cash, certified or bank treasurer’s check at closing.
3. **COMMUNITY RULES AND BYLAWS**: Buyer acknowledges that 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, all rights of possession, all prior liens and other enforceable encumbrances, whether or not of record, and to any rights of redemption may exist.
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 purchase price shall be paid on or before Monday, July 13, 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 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.
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**: The following disclosures are 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the date first above written.

SELLER

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

By: _____
Nicholas A. Kanakis, Esq.

BUYER

Witness

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

Witness

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

Witness

EXHIBIT A

[BUYER]
[BUYER ADDRESS]
Transfer Tax: \$

MANUFACTURED HOUSING QUITCLAIM DEED

Seacrest Cooperative, Inc., of Seabrook, Rockingham County, State of New Hampshire holder of a Park Owner’s Lien by virtue of RSA 205-A:4-a from Robert Capelotti, by the power conferred by said RSA 205-A:4-a, and every other power, for _____ Dollars (\$_____) paid, grants to _____, of _____, with QUITCLAIM covenants, the following manufactured housing:

MANUFACTURER: Burlington Homes of NE
MODEL: Bayview
NEW/USED: Used
YEAR: 1987
SERIAL NO.: M-3960-HG

situate in Seabrook, Rockingham, New Hampshire located at 1 Blueberry Lane.

The tract or parcel of land upon which the manufactured housing is situated, is owned by Seacrest Cooperative, Inc., by deed dated June 27, 2018 and recorded in the Rockingham County Registry of Deeds in Book 5925, Page 1254.

Meaning and intending to describe and convey the same premises conveyed to Robert Capelotti by deed of Robert Capelotti, Executor of the Estate of John M. Capelotti, dated April 5, 2023 and recorded in the Rockingham County Registry of Deeds in Book 6476, Page 143.

THE MANUFACTURED HOUSING HEREIN CONVEYED HAS NOT BEEN RELOCATED.

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

Executed this _____.

Seacrest Cooperative, Inc.

By: _____
_____, _____

By: _____
_____, _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by
_____, duly authorized _____, and
_____, duly authorized _____, of Seacrest Cooperative, Inc.,
on behalf of the same.

Notary Public/Justice of the Peace
My commission expires: