

**MEMORANDUM OF SALE OF REAL PROPERTY BY TRUSTEE
(Backup Buyer)**

Dated: December 12, 2024

I, _____ (the “Backup Buyer”), being the second highest bidder at the Public Auction conducted by Mark G. DeGiacomo, Chapter 7 Trustee of the bankruptcy estate of West Harwich Holdings, LLC, Case No. Case No. 24-11294-JEB (the “Trustee”), hereby acknowledge that I have this day agreed that if the Trustee notifies me that the winning bidder did not close on the purchase of the Property in a timely manner, I will purchase the Property for the sum of _____ (\$ _____) said Property being certain real estate identified as 212 Route 28, Harwich, Massachusetts (the “Property”) and described in the Chapter 7 Trustee’s Notice of Intended Public Sale of Estate Property (the “Notice of Sale”). I agree to comply with the terms of the sale contained in said Notice of Sale and the additional terms and conditions as stated herein and by the Auctioneer and/or Trustee at the auction (the “Sale Terms”), having paid into the hands of the Trustee the sum of ONE HUNDRED THOUSAND DOLLARS and 00/100 CENTS (\$100,000.00) as the deposit required by the terms of the sale (the “Deposit”). I understand that the Trustee will hold the Deposit until the winning bidder closes on the sale or I close on the sale. I understand that I shall forfeit said Deposit to the Trustee and that the Trustee may sell the Property to another party should I fail to comply with all of the terms of the sale including those listed below.

If the winning bidder fails to close on the purchase of the Property in a timely manner:

(a) I agree that I will pay the balance of the purchase price to the Trustee in cash or certified check or bank check in accordance with the Sale Terms on or before ten (10) days, unless extended by agreement with the Trustee, after the Trustee notifies me of the winning bidder’s failure to close (the “Closing Date”);

(b) I understand that I will be responsible for the payment of all documentary recording stamps and other recording fees;

(c) I hereby release the Trustee and his successors and assigns of and from all liability concerning the Property and hereby covenant to indemnify and hold harmless the Trustee and successors and assigns of and from all liability, under statutes and common law, that arise after the Closing Date;

(d) I understand that the Property is being sold “AS IS” and in the condition in which it now stands, and the Property is being sold without any representation or warranty, express or implied, including representations or warranties as to its condition, fitness for habitation, conformity to any applicable state or local zoning, building, health and sanitary codes, or compliance with any federal, state or local environmental statutes, regulations, ordinances or by-laws. I understand that the Property is not being sold in “broom clean” condition and that I may dispose of any personal property located at the Property on the Closing Date;

(e) I understand that I shall be responsible for all risk of loss to the Property from and after the day I am notified by the Trustee that the winning bidder failed to close.

I hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and further acknowledge receipt of a copy of these terms and conditions, a copy of this document and the Notice of Sale.

I have read the above and have agreed to be bound by it and by the other terms of the sale.

PURCHASER

Name:

Address:

Telephone No.: () -

Email Address

The above sale is confirmed.

Mark G. DeGiacomo, Trustee