

MEMORANDUM OF MORTGAGEE'S SALE

NewAlliance Bank, with its principal place of business at 195 Church Street, New Haven, Connecticut (herein the "Bank"), holder of the following mortgages (the "Mortgages") and assignments of leases and rents ("Assignments" or, together with the Mortgages, the "Security Instruments") from Carl L. Moulton ("Moulton"):

- (i) Mortgage Deed, Security Agreement and Fixture Filing dated October 18, 2006 from Moulton to the Bank securing a \$750,000 loan from the Bank recorded at Book 3338, Page 671 in the Grafton County Registry of Deeds ("750,000 Mortgage");
- (ii) Assignment of Leases and Rents dated October 18, 2006 from Moulton to the Bank securing a \$750,000 loan from the Bank to the Obligor and recorded at Book 3338, Page 683 in the Grafton County Registry of Deeds covering the Mortgaged Premises (the "750,000 Assignment");
- (iii) Mortgage Deed, Security Agreement and Fixture Filing dated March 16, 2007 from Moulton to the Bank covering the Mortgaged premises securing a \$200,000 loan from the Bank to the Obligors and recorded at Book 3386, Page 771 in the Grafton County Registry of Deeds ("200,000 Mortgage" or, together with the \$750,000 Mortgage, the "Mortgages"); and
- (iv) Assignment of Leases and Rents dated March 16, 2007 from Moulton to the Bank covering the Mortgaged Premises securing a \$200,000 loan from the Bank to the Obligors and recorded at Book 3386, Page 783 in the Grafton County Registry of Deeds ("200,000 Assignment" or, together with the \$750,000 Assignment, the "Assignments");

covering real estate with the improvements thereon at Interchange Drive in Lebanon, Grafton County, New Hampshire and more particularly described on Schedule A hereto (the "Mortgaged Premises") agrees to convey the Mortgaged Premises to _____

_____ (the "Purchaser"), in accordance with its exercise of the statutory power of sale reserved in the above-referenced Mortgages on the following terms and conditions:

1. The Bank exercised the power of sale reserved in the Mortgages pursuant to the Notice of Foreclosure and Secured Party Sale attached hereto as Exhibit A (the "Notice"). The sale of the Mortgaged Premises was conducted at the Mortgaged Premises on October 14, 2008 at 11:00 A.M.

2. The Purchaser's bid of \$_____ was the highest accepted bid received at the foreclosure auction of the Mortgaged Premises and is the purchase price for the Mortgaged Premises to be paid by the Purchaser to the Bank (the

"Purchase Price"). The Bank acknowledges receipt of Purchaser's deposit of \$50,000.00 (herein the "Deposit"), and the balance of the Purchase Price shall be paid to the Bank as follows:

- a. An amount which, when added to the Deposit, equals five percent (5%) of the bid price (the "Additional Deposit"), shall be paid within five (5) business days of the date of the sale.
- b. The balance of the bid price, plus a buyer's premium of two per cent (2%) of the bid less the Deposit and Additional Deposit, shall be paid at the closing hereinafter provided for (the "Closing").

The Additional Deposit and the balance of the bid price shall be paid by bank or certified check or wired funds.

3. The Bank has complied or will comply with the provisions of RSA 479:25-26 regarding exercise of the power of sale in the Mortgages at or prior to the Closing.

4. The Bank is selling and the Purchaser is buying the Mortgaged Premises subject to any and all easements, rights of way, rights, restrictions, liens and encumbrances affecting the Mortgaged Premises which may take precedence over the Mortgage, including, but not limited to:

- a. a certain New Hampshire Mortgage dated May 6, 2004 from Moulton to Ledyard National Bank in the original principal amount of \$1,500,000 recorded in the Grafton County Registry of Deeds at Book 2292, Page 402;
- b. a certain Lessor's Collateral Assignment of Leases and Permits dated May 6, 2004 from Moulton to Ledyard National Bank recorded in the Grafton County Registry of Deeds at Book 2992, Page 412;
- c. Real estate taxes and water and sewer charges due to the City of Lebanon, New Hampshire; and
- d. Zoning and subdivision laws and regulations of the City of Lebanon.

The Bank makes no representation or warranty regarding title to the Mortgaged Premises. Purchaser shall be responsible for any title examination of the Mortgaged Premises. The Bank shall convey the Mortgaged Premises under the terms of a statutory form foreclosure deed and shall have no further obligation to Purchaser.

5. The Bank makes no representation concerning the size or configuration or condition of the Mortgaged Premises or the improvements thereon. The Bank shall

convey the Mortgaged Premises by the description contained in the Mortgages. The Mortgaged Premises and any buildings and improvements thereon are conveyed without any warranty of any kind, express or implied, including without limitation WARRANTIES OF TITLE, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Mortgaged Premises and any buildings or improvements thereon are to be sold and transferred to the Purchaser AS IS, WHERE IS, with all faults, patent or latent.

6. No tangible personal property is included with the sale of the Mortgaged Premises.

7. Closing shall be held on or before November 21, 2008, at 10:00 A.M. at the offices of the Bank's counsel, Cleveland, Waters and Bass, P.A., Two Capital Plaza, Concord, New Hampshire, unless the parties agree to a different time or place of closing.

8. In addition to the Purchase Price, the Purchaser shall pay the Purchaser's share of the New Hampshire Real Estate Transfer Tax and any and all recording charges, including but not limited to the foreclosure deed, the accompanying mortgagee's affidavit and other documents affecting title.

9. If the right to purchase is assigned by Purchaser, the Purchaser shall immediately notify the Bank of the name and address of the assignee. Notwithstanding such assignment, Purchaser shall remain fully liable to the Bank for the performance of Purchaser's obligations hereunder.

10. If the Purchaser defaults in the performance of Purchaser's obligations hereunder, the Deposit may, at the option of the Bank, be retained by the Bank as liquidated damages for the Purchaser's default. If the Bank does not elect to take the Deposit as liquidated damages, the Bank shall have all remedies available to it under the laws of the State of New Hampshire, including but not limited to specific performance.

11. The Bank believes but does not represent that all leases of the Mortgaged Premises are subordinate to the lien of the Mortgages. Purchaser acknowledges and agrees that Bank has not assumed or undertaken, and shall not have, any responsibility with respect to continued occupancy of, or the right to occupy, the Mortgaged Premises or any part thereof by any tenant.

12. Purchaser specifically acknowledges that Bank has not made, does not make and specifically disclaims any representations or warranties regarding solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., part 261, or the disposal or existence, in, on or under the Mortgaged Premises and/or improvements, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and

regulations promulgated thereunder. Purchaser agrees to indemnify and hold the Bank harmless from and against any such claim or liability.

13. Purchaser further acknowledges and agrees that it has been given sufficient opportunity to inspect the Mortgaged Premises, that Purchaser has completed its inspection of the Mortgaged Premises, and that in buying the Mortgaged Premises Purchaser is relying solely on its own investigation of the Mortgaged Premises and not on any information provided or to be provided by or on behalf of Bank. Purchaser further acknowledges and agrees that all information obtained by Purchaser with respect to the Mortgaged Premises was obtained from a variety of sources and that Bank has not made any independent investigation or verification of such information and makes no representation or warranty as to the accuracy or completeness of such information. Purchaser further acknowledges and agrees that the sale of the Mortgaged Premises as provided for herein is made on "AS IS, WHERE IS" condition and basis with all faults, patent or latent.

14. All representations, statements, and agreements, if any, heretofore made between Purchaser and Bank are merged in this Memorandum, which alone fully and completely expresses their respective obligations. This Memorandum shall not be altered or modified except by a writing signed by the party against whom enforcement is sought.

15. The Purchaser acknowledges that financing of the purchase, through the Bank or any other lender, is not a condition to Purchaser's obligations under this Memorandum; and, if Purchaser has discussed financing with the Bank, Purchaser acknowledges that the Bank has no obligation to extend a loan to the Purchaser.

16. Notice as may be required or appropriate under this Memorandum shall be effective when mailed, certified, return receipt requested:

- (i) If to the Bank, to it at 225 Park Avenue, West Springfield, Massachusetts 01089 (Attention: Arthur M. Haselkorn, Vice President); and
- (ii) If to Purchaser, to _____
at _____;

or to such other address as either party advises the other of in writing. The provision of this method of delivering actual written notice shall not prevent the use of any other method of delivering actual written notice.

Dated this 14th day of October, 2008.

NEWALLIANCE BANK

Witness

By: _____
Name: _____
Title: _____

Witness

_____, Purchaser

STATE OF NEW HAMPSHIRE
COUNTY OF _____, SS.

Acknowledged before me this 14th day of October, 2008 by _____
of NewAlliance Bank.

Notary Public/Justice of the Peace
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF _____, SS.

Acknowledged before me this 14th day of October, 2008 by _____
(Purchaser).

Notary Public/Justice of the Peace
My Commission Expires: