

**MEMORANDUM OF SALE**

Bank of New Hampshire, a New Hampshire banking corporation, having a mailing address of 62 Pleasant Street, Laconia, New Hampshire 03246 (“Seller”), as mortgage holder and secured party under a certain Mortgage by and between Seller, as Mortgagee, and Jason Joseph Pullara as Mortgagor, dated April 8, 2022, and recorded in the Coos County Registry of Deeds at Book 1597, Page 938 (the "Mortgage"), with respect to certain real property (the "Premises") described in the Notice of Foreclosure Sale (the "Notice of Sale") attached hereto as Exhibit A and incorporated by reference hereto, conducted by public auction a foreclosure sale of the Premises.

It is hereby acknowledged that the highest bid made at said public auction with respect to the Premises was made by:

Buyer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

(hereinafter the “Buyer”), and that the terms of sale are subject to the following terms and conditions:

1. Purchase Price. The Buyer's bid of \$\_\_\_\_\_ was the highest accepted bid received at the foreclosure auction conducted on the Premises at \_\_\_\_\_ a.m./p.m. on Tuesday, September 30, 2025, and is the “Purchase Price” of the Premises to be paid by the Buyer to the Seller.

a. Deposit. Buyer is paying herewith to the Seller a deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the “Deposit”) in cash or other funds satisfactory to the Seller, receipt of which is acknowledged by the Seller and the Buyer, to be held by the Seller subject to the terms of this Agreement.

b. Balance of Purchase Price. The balance of the Purchase Price is to be paid by Buyer to Seller in cash, certified or bank check, federal funds wire transfer or other funds satisfactory to Seller, within forty-five (45) days from the date hereof. IT IS AGREED THAT TIME IS OF THE ESSENCE.

2. Title and Deed. The Premises shall be conveyed by Foreclosure Deed and Foreclosure Affidavit (together, the "Conveyancing Documents"), each running to the Buyer (or to the nominee designated by the Buyer by written notice to the Seller on or before seven (7) days from the date hereof) subject to the following:

a. Each of the items listed in the Notice of Sale.

- b. All easements, restrictions, security interests, liens and encumbrances, if any, having priority over the Mortgage.
- c. All unpaid taxes, tax titles, water bills, municipal liens and assessments, whether now due and payable, previously assessed, or hereafter arising or accruing.
- d. All applicable building, zoning and environmental laws.
- e. All rights of lessees, tenants and parties in possession, if any.
- f. Any right of redemption of the United States of America or any agency thereof, if any there be, including, without limitation, the Internal Revenue Service, the Federal Deposit Insurance Corporation and the Resolution Trust Company.
- g. Any liens now existing or hereafter arising in favor of the State of New Hampshire or the United States of America having priority over the Mortgage, including, without limitation, the so-called Superfund Lien.
- h. Any management, service or other contracts relative to the Premises, if any, which have not been terminated by the Seller.
- i. Other matters announced at the sale.

3. Time for Delivery of Conveyancing Documents. The Conveyancing Documents shall be delivered to the Buyer at the time of the payment of the entire balance of the Purchase Price by the Buyer, at the offices of Cleveland, Waters and Bass, P.A., Two Capital Plaza, Concord, New Hampshire 03301. The Buyer shall pay all costs of recording the deed including, without limitation, all New Hampshire real estate transfer taxes attributable to the sale pursuant to N.H. RSA 78-B:1. Except for the Conveyancing Documents, the Seller shall have no obligation to provide to or on behalf of the Buyer any affidavits, indemnities, or other instruments or agreements in connection with the transfer of the Premises as provided for herein.

4. Possession and Condition of Premises. 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 Conveyancing Documents. Without limiting the foregoing total exclusion of representations and warranties, the sale is made expressly without any representations or warranties as to the following:

- a. The title to the Premises and the validity, enforceability, or perfection of the Seller's rights or interests therein.
- b. The accuracy of any statement as to the boundaries, acreage, frontage or other matters appearing in the property description contained in the Mortgage or the Notice of Sale.

c. 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 approval relating to use, development or occupancy of the Premises.

d. 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.

e. 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 any such reports, permits or approvals shall not be pre-condition to Buyer's obligations hereunder.

5. Risk of Loss. The Buyer acknowledges that from and after this date the Buyer shall have the sole risk of loss and the Seller shall have 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 Seller 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 Seller in order to obtain such recovery.

6. Leases, Rents. The Buyer acknowledges that the sale of the Premises as provided for herein shall be subject to the possessory and lien rights, if any, of any lessees, tenants or parties in possession (the "Occupants"). The Seller is not a Seller in possession of the Premises.

The Buyer shall indemnify and hold the Seller harmless with respect to any obligations to any Occupant relating to the Premises for any time period after the date of the delivery of the Conveyancing Documents, including, without limitation, with respect to the repayment of any security deposits and rent.

7. Acceptance of Conveyancing Documents. The acceptance of the Conveyancing Documents by the Buyer or its Assignee, as the case may be, shall be deemed to be full performance and discharge of every agreement and obligation of the Seller herein contained or expressed.

8. Broker. No brokerage commission or fee shall be payable to any party on account of this sale.

9. Buyer's Default. If the Buyer defaults in the performance of Buyer's obligations hereunder, the Deposit made hereunder by the Buyer may, at the option of the Seller, be retained by the Seller as liquidated damages for Buyer's default. If the Seller does not elect to take the Deposit as liquidated damages, the Seller shall have all remedies available to it under the laws of the State of New Hampshire, including, without limitation, specific performance. The Buyer shall pay all costs and expenses incurred by the Seller in connection with the enforcement of this Memorandum of Sale, including, without limitation, all attorneys' fees. Additionally, upon such default, in addition to any other remedies provided hereunder or under applicable law, Seller may, at its sole discretion and without notice or demand to Buyer, sell the Premises to the second highest bidder from Seller's September 30, 2025 auction. Such sale shall not relieve the Buyer from its obligations hereunder nor constitute a waiver of the Seller's rights and remedies against the Buyer.

10. Assignment. This Memorandum of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of rights under this Memorandum of Sale by Buyer must be consented to by Seller, which consent shall not be unreasonably withheld, and must be in writing in form and content satisfactory to Seller.

11. Compliance with Foreclosure Procedure. Seller has complied or will comply with the provisions of RSA 479:25-26 regarding exercise of the power of sale in the Mortgage under the Mortgage at or prior to the date for transfer of the Conveyancing Documents.

12. Statutory Disclosures. Buyer acknowledges that he has read the following notices, pursuant to RSA 477:4-a, prior to executing this Memorandum of Sale:

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](http://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.

13. Water Supply and Sewage Disposal. Buyer acknowledges that Seller has disclosed, and Buyer has received, the following disclosures pursuant to RSA 477:4-c and 477:4-d prior to executing this Memorandum of Sale:

- (a) Seller is unaware of any information relative to the water supply system used in connection with the Premises.
- (b) Seller is unaware of any information relative to the sewage disposal system used in connection with the Premises.
- (c) Seller is unaware of any information relative to the insulation used in connection with the Premises.
- (d) Seller is unaware of any information relative to the Premises being located in a federally designated flood hazard zone.

14. Time of the Essence. Time is expressly declared to be of the essence of this Memorandum of Sale.

15. Construction. This Memorandum of Sale, executed in duplicate, is to be construed in accordance with the laws of the State of New Hampshire, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and

the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a manner of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties.

EXECUTED this 30th day of September, 2025.

**SELLER:**  
BANK OF NEW HAMPSHIRE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
duly authorized

**BUYER:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
duly authorized

# EXHIBIT A

## LEGAL NOTICE

### NOTICE OF FORECLOSURE SALE

By virtue of the **STATUTORY POWER OF SALE** contained in that certain Mortgage given by Jason Joseph Pullara (the “Mortgagor”) to Bank of New Hampshire (the “Mortgagee”), dated April 8, 2022 and recorded in the Coos County Registry of Deeds at Book 1597, Page 938 (the “Mortgage”), with respect to the real and personal property described in the Mortgage (hereinafter collectively the “Property”), pursuant to and in execution of said power of sale, for breach of the conditions of the Mortgage to satisfy the amounts due thereon, together with all costs, expenses and attorneys’ fees incurred by the Mortgagee in connection with the sale, and expressly for the purposes of foreclosing all rights of the Mortgagor with respect to the Property, the Mortgagee will sell at:

### **PUBLIC AUCTION**

on **Tuesday, September 30, 2025, at 11:00 A.M., local time**, all of the Mortgagee’s right, title, and interest in and to the Property. The auction shall be held at the Property, which has a street address of 48 NH Route 26, Colebrook, Coos County, New Hampshire.

For the Mortgagor’s title see deed recorded in the Coos County Registry of Deeds at Book 1597, Page 938.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the Mortgagor therein possessed by Mortgagor and any and all persons, firms, corporations, or agencies claiming by, from or under him, her, it or them.

### NOTICE

TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PROPERTY ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

**Liens and Encumbrances:** The Property will be sold subject to all unpaid real estate taxes and other municipal assessments and liens therefor, whether or not of record, and all other

liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage.

**No Warranties:** The Property will be sold by the Mortgagee and accepted by the successful bidder “AS IS”, “WHERE IS” and with all faults. Except for warranties arising by operation of law, the conveyance of the Property will be made by the Mortgagee and accepted by the successful bidder without any other express or implied warranties whatsoever, including without limitation, any representations or warranties with respect to title, possession, occupancy, permits, approvals, recitation of acreage, hazardous materials, and physical condition. All risk or damage to the Property shall be assumed and borne by the successful bidder immediately after the close of the bidding.

**Terms of Sale:** To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Ten Thousand Dollars (\$10,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price shall be paid in full in cash or by certified check upon tender of the Mortgagee’s Foreclosure Deed within thirty (30) days after the sale, time being of the essence. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of the bidding. If the successful bidder fails to complete the purchase of the Property, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

**Reservations of Rights:** The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) waive the reading of this notice or any portion thereof at the same provided that copies of said notice are made available to bidders at the sale; (iii) bid upon and purchase the Property at the public auction without producing any deposit; (iv) reject any and all bids for the Property in Mortgagee’s sole discretion; (v) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders; and/or (vi) convey the Property to the next highest bidder should any successful bidder default.

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 1-800-437-5991. THE HOTLINE IS A SERVICE OF THE NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL. FURTHER CONTACT INFORMATION FOR THE NEW HAMPSHIRE BANKING DEPARTMENT IS AS FOLLOWS:

**New Hampshire Banking Department**  
**53 Regional Drive, Suite 200**  
**Concord, NH 03301**  
**Tel No.: (603) 271-3561**  
**Foreclosure Hotline: (800) 437-5991**  
**Fax No.: (603) 271-1090**  
**Email: [nhbd@banking.nh.gov](mailto:nhbd@banking.nh.gov)**  
**Web Site: <https://www.banking.nh.gov/>**

The Mortgagee's principal place of business and mailing address is 62 Pleasant Street, Laconia, New Hampshire 03246. The Mortgagee's agent for service of process with respect to this foreclosure sale is Alexandra N. Brewer, Esquire, c/o Cleveland, Waters and Bass, P.A., Two Capital Plaza, Fifth Floor, Concord, NH 03301, (603) 224-7761.

Further information concerning this sale may be obtained from the auctioneers, JSJ Auctions LLC, 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348. The Mortgaged Property may be open for inspection prior to the date of sale upon prior reservation with the Mortgagee.

Dated this 13th day of August, 2025.

BANK OF NEW HAMPSHIRE

By Its Attorneys,

CLEVELAND, WATERS AND BASS, P.A.

By:           /s/ Alexandra N. Brewer            
Alexandra N. Brewer, Esquire  
Two Capital Plaza, 5<sup>th</sup> Floor  
Concord, NH 03301  
(603) 224-7761