

MEMORANDUM OF SALE

It is hereby acknowledged that on May 12, 2026, the undersigned Buyer, its agents, representatives, successors and assigns (the "Buyer"), has purchased by public auction conducted by JSJ Auctions of 45 Exeter Road, Epping, NH 03042 (the "Auctioneer"), on behalf of Customers Bank (hereinafter "Seller" or "Mortgagee"), the real estate located at 339 Daniel Webster Highway, Meredith, Belknap County, New Hampshire, in accordance with the Mortgagee's Notice of Sale of Real Estate attached hereto as Exhibit A (the "Notice of Sale"). Buyer agrees to purchase in accordance with and be bound by the terms and conditions contained in this Memorandum of Sale, the Notice of Sale and all terms and conditions announced at the auction (collectively, the "Agreement").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on the date hereof by the Auctioneer on behalf of the Seller as foreclosing mortgagee, in exercise of the Power of Sale contained in a Mortgage given by Annalee Dolls, LLC ("Mortgagor"), dated September 30, 2021 and recorded at the Belknap County Registry of Deeds in Book 3453, Page 429 (the "Mortgage"), the Buyer, as the highest bidder, agrees to purchase the Property (as defined below) in accordance with the terms of this Memorandum.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the Mortgaged Premises (as defined in the Notice of Sale).

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by a good and sufficient foreclosure deed under the statutory power of sale.

The Property shall be conveyed and transferred subject to the above and any and all valid superior or prior liens on said Property, if any there be, including liens, encumbrances, attachments, levies, unpaid taxes, tax titles, mortgages, security interests, occupancies, leases, tenancies, municipal charges, federal, state, district and municipal taxes, liens and assessments, rights of way restrictions, easements and covenants, to the extent in force and applicable to the Property. Said Property will be sold subject to that certain Subordination, Non-Disturbance and Attornment Agreement by and between Meredith Coffee LLC as tenant, Customers Bank as Lender and Annalee Dolls LLC as landlord, dated September 7, 2023 and recorded on September 8, 2023 in the Belknap County Registry of Deeds at Book 3586, Page 744.

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Fifty Thousand and 00/100 Dollars (\$50,000.00) has been paid this day to be held by Seller's counsel, Sheehan Phinney Bass & Green PA ("Escrow Agent"). On or before May 15, 2026, an additional deposit shall be paid by the Buyer sufficient to bring the aggregate deposit to an amount equal to five percent (5%) of the bid price. The balance of the bid

price to be paid by cash, certified funds, certified check, bank check or other means acceptable to Seller at the time of the delivery of the deed. The Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit. All deposited funds are a non-refundable earnest money deposit to be held at the option of Seller as liquidated damages for any default or breach by the Buyer.

There shall be no proration of rents, real estate taxes, utilities, fuel oil, condominium fees, or any other expenses or items of income associated with the Property.

Mortgagee shall be responsible for the fee due to the Auctioneer, if any. The Buyer shall be responsible for any real estate commission or finder's fee due any other person and in no event shall Mortgagee or any of its agents be responsible for such fees or commissions.

5. CLOSING

The deed and related documents shall be delivered and the balance of the bid price paid at the office of Sheehan Phinney Bass & Green, PA, 1000 Elm Street, Manchester, New Hampshire on or before ten o'clock (10:00 A.M.) on June 11, 2026, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing"). **TIME WILL BE OF THE ESSENCE.**

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the bid price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents, attorneys and/or representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the bid price without deduction, in which event the Seller shall convey such title.

The Buyer acknowledges that Buyer may be unable to obtain title insurance to the Property without the so-called "creditors rights exception." The Buyer acknowledges that Seller shall be under no duty to cause the title company to remove the creditors rights exception from Buyer's title insurance policy.

7. 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 Property. In the event that the Property is 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 bid price, and upon 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.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be,

shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

THE PROPERTY SHALL BE CONVEYED IN “AS-IS” “WHERE IS”, SUBJECT TO KNOWN AND UNKNOWN DEFECTS, IF ANY, WITH ALL FAULTS, LATENT OR PATENT, AND SUBJECT TO THE PRESENT MANNER OF USE AND OCCUPANCY OF THE PROPERTY, WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED OR IMPOSED BY OPERATION OF LAW AND SUBJECT TO ALL PRIOR ENCUMBRANCES. TO THE EXTENT THE PROPERTY AND THE TRANSFER HEREUNDER INCLUDES FIXTURES OR OTHER PERSONAL PROPERTY, THEN ALL SUCH ITEMS SHALL BE CONVEYED “AS IS,” AND “WHERE IS.” THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER HAS NOT BEEN INFLUENCED TO ENTER THIS TRANSACTION BY, NOR HAS IT RELIED UPON, ANY REPRESENTATIONS OR WARRANTIES OF THE SELLER OR THE AUCTIONEER, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES CONCERNING COMPLIANCE WITH ANY HEALTH, BUILDING, ZONING, ENVIRONMENTAL OR OTHER LAW, INCLUDING TITLE 5 REGULATIONS OR ORDINANCE OR REGULATION (FEDERAL, STATE OR LOCAL) WHICH MAY AFFECT THE TRANSFER OF THE PROPERTY OR THE BUYER’S USE AND/OR ENJOYMENT OF THE PROPERTY, EACH OF WHICH REPRESENTATIONS AND WARRANTIES IS EXPRESSLY DISCLAIMED. THE BUYER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND/OR LIABILITY FOR COMPLIANCE THEREWITH.

ANY DOCUMENTS OR INFORMATION DELIVERED OR DISCLOSED TO BUYER BY SELLER OR AUCTIONEER OR ANY OTHER PARTY ON THEIR BEHALF WAS FOR INFORMATIONAL PURPOSES ONLY WITHOUT REPRESENTING OR WARRANTING THE TRUTH OR ACCURACY THEREOF.

The only warranty or representation that the Mortgagee makes is that it was duly authorized to make the sale of the Property and that in all of its proceedings in the sale thereof, it has complied with the requirements of NH RSA 479:25.

Buyer acknowledges that the Property is being sold subject to lead paint, urea formaldehyde, radon, private septic system and any other environmental conditions. Buyer further acknowledges that the Seller will not provide Buyer access to the Property to obtain a smoke detector or carbon monoxide detector certificate, lead paint, urea formaldehyde, radon, private septic system if applicable, prior to acquiring record title to the Property, nor shall Seller provide any certificates under applicable law. Seller makes no representation or warranties regarding compliance with said regulations.

Buyer agrees that the cost of any inspections of the Property necessary for compliance with any state, federal or local, ordinance or regulation, including but not limited to inspection fees for lead paint, urea formaldehyde, radon, private septic system and any other environmental conditions, smoke detection equipment and carbon monoxide detection equipment, will be the Buyer’s sole responsibility, and that Seller shall have no liability or responsibility therefore whatsoever.

New Hampshire law (RSA 477:4-a and 477:4-c) provides that prior to the execution of any contract for the purchase and sale of any real property which includes a building, the seller, or the seller's agent shall provide the following notification and disclosure:

Radon Gas: 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 Paint: 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.

New Hampshire law also provides that prior to the execution of any contract for the purchase and sale of any real property which includes a building, the seller, or the seller's agent shall provide the following disclosures, depending on the nature of the property:

RSA 477:4-c and d, Water Supply, Sewage Disposal and Insulation: Seller has no information.

RSA 477:4-g, Methamphetamine Production Site: Seller has no information regarding whether Property was used for methamphetamine production.

RSA 485-A:39 Waterfront Property Site Assessment Study: Seller has no information.

RSA 477:4-h, Public Utility Tariff Pursuant to RSA 374:61: Seller has no information whether Property is subject to a public utility tariff Under RSA 374:61.

New Hampshire RSA 477:4-f, Notification required prior to Condominium Sale. Buyer has the right to obtain the information in RSA 356-B:58, I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws,

any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

Buyer acknowledges that it has read the information contained in this paragraph 9 regarding notification pursuant to RSA 477:4-a, 4-c, 4-d, and 4 f as well as RSA 485-A:39 and RSA 477:4-H, as applicable to the nature of the property, prior to the execution of any contract for the purchase and sale of real property.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, Seller reserves all of its rights at law and equity against Buyer, and in addition, Seller may, at its election, assume the bid of Buyer or terminate this Memorandum and sell the Property to the second highest bidder or subsequent high bidders in order of their bids at the public auction, provided however, Seller in its discretion may require, (i) said subsequent highest bidders to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written notice to the subsequent highest bidder of the default of the previous highest bidder, (ii) the subsequent highest bidder to execute a Memorandum of Sale, and (iii) the closing to occur within thirty (30) days of said written notice, time being of the essence unless the Seller agrees otherwise. The Seller may, at its option, assume any subsequent highest bid should that bidder fail to fulfill its obligations under this Memorandum. No such assumption of the highest or any subsequent highest bid or sale of the Property by the Seller to a subsequent highest bidder shall relieve the highest or and subsequent highest bidder, as applicable, from its obligations under the applicable Memorandum of Sale nor operate as a waiver by the Seller of its rights and remedies against the highest or subsequent highest bidder at the auction sale.

11. TRANSFER TAXES AND RECORDING FEES

The Buyer agrees to pay and be responsible for all real estate transfer taxes required under New Hampshire law. The Buyer shall also pay and be responsible for all recording fees in connection with the recording of the foreclosure deed and any related documents associated with the transfer of the Property.

12. CONSTRUCTION OF MEMORANDUM

This Memorandum, executed in triplicate, is to be construed as a New Hampshire contract governed by the law of the State of New Hampshire, 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 matter of convenience and are not to be considered a part of this Memorandum or to be used in determining the intent of the parties to it. To the extent there are any inconsistencies between this Memorandum and the Notice of Sale and/or terms and conditions announced at the auction, this Memorandum shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

**Customers Bank
Seller:**

By: _____
Name: _____
Title: _____

**JSJ Auctions
Auctioneer:**

By: _____
Name: _____
Title: _____

Buyer:

By: _____
Name: _____
Title: _____

Exhibit A

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by ANNALEE DOLLS, LLC to CUSTOMERS BANK (the "Mortgage"), dated September 30, 2021 and recorded at the Belknap County Registry of Deeds in Book 3453, Page 429 (the "Mortgage"), of which Mortgage the Mortgagee is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, all and singular, will be sold at **Public Auction at 11:00 A.M. on the 12th day of May, 2026** (the "Auction"). The Auction will be held at 339 Daniel Webster Highway, Meredith, Belknap County, New Hampshire 03253. The premises to be sold at Auction is described in said Mortgage (the "Mortgaged Premises"), to wit:

339 Daniel Webster Highway, Meredith, Belknap County, New Hampshire

Four certain tracts or parcels of land together with the buildings and improvements now or hereafter located thereon, situated on the easterly side of Daniel Webster Highway in the Town of Meredith, County of Belknap and State of New Hampshire, bounded and described as follows:

Tract I:

Beginning at an iron pin set in the ground on the easterly side of said highway, said pin being 300 feet, more or less, northerly from the southwest corner of land belonging to L. G. Pynn, Sr. and on the northerly line of land belonging to Herbert Livingston;

Thence turning and running along the easterly side of said highway along the arc of a curve of said highway in a northerly direction, a distance of 100 feet, more or less, to an iron pin set in the ground at the land of the Prescott Estate, said pin marking the original corner of Leander G.I. Pynn, Jr. land;

Thence turning and running along said Prescott Estate, South 83° 37' East a distance of 150 feet more or less, to an iron pin set in the ground marking the original corner of Leander G. Pynn, Jr. land;

Thence turning and running along said Prescott Estate in a southerly direction, keeping a distance of 150 feet, more or less, off the easterly side of the Daniel Webster Highway, a distance of 100 feet, more or less, to a pin set in the ground at land of Leander G. Pynn, Jr., said pin being 300 feet, more or less, northerly from a pin set in the ground marking the southeasterly corner of land belonging to L.G. Pynn Sr., and the northerly line of said Livingston;

Thence turning and running along land of Leander G. Pynn, Jr., North 83° 37' West a distance of 150 feet, more or less, to the point of beginning.

Tract II:

Beginning at an iron rod set in the ground on the easterly side of said highway at the northwest corner of land belonging to Irving G. Clark, et ux;

Thence turning and running along the easterly side of said highway in a northerly direction, a distance of 100 feet, more or less, to an iron rod set in the ground at land of Mary P. Prescott;

Thence turning and running along Mary P. Prescott land South 23° 37' East a distance of 150 feet, more or less, to an iron rod set in the ground;

Thence turning and running along land of Mary P. Prescott in a southerly direction a distance of 100 feet, more or less, to an iron rod set in the ground at land of Irving G. Clark, et ux;

Then turning and running along land of Irving G. Clark, et ux, North 23° 37' West a distance of 150 feet, more or less, to the point of beginning.

Tract III:

Beginning at a point on the easterly side of said highway and said point being the northwesterly corner of land conveyed by Mary P. Prescott to Irving Clark by deed dated February 11, 1954 and recorded with the Belknap County Registry of Deeds in Book 352, Page 495;

Thence running in an easterly direction along said Clark land a distance of 200 feet, more or less;

Thence turning and running in a northerly direction parallel to the said highway a distance of 125 feet, more or less;

Thence turning and running in a westerly direction parallel to the first described bound, a distance of 200 feet, more or less, to a point on the easterly side of said highway, which point is 125 feet more or less, as measured along the easterly side of the said highway from the point of beginning;

Thence turning and running in a southerly direction along the easterly side of said highway a distance of 125 feet, more or less, to the point of beginning.

Tract IV:

Beginning at a point 200 feet, more or less, off the easterly side of Route 3 at the northeast corner of land of Marshall French and land of Dr. Charles Cataldo and following the course of the brook in a general southeasterly direction 420 feet, more or less, to a point;

Thence turning and running in a westerly direction from the brook 160 feet, more or less, to the northeast corner of property of Greenmore;

Thence continuing in a westerly direction alongside Greenmore property 100 feet, more or less, to the back property line of Aranco Realty Trust;

Thence turning and running in a northerly direction along land of a Aranco Realty Trust and other land of Meredith Motor Company, Inc., 270 feet, more or less, to land of Marshall French;

Thence turning and running in an easterly direction along the French land 50 feet, more or less;

Thence turning and running in a northerly direction along said French land 120 feet, more or less, to the point of beginning.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said Mortgaged Premises will be sold subject to any and all valid superior or prior liens on said Mortgaged Premises, if any there be, including liens, encumbrances, attachments, levies, unpaid taxes, tax titles, mortgages, security interests, occupancies, leases, tenancies, municipal charges, federal, state, district and municipal taxes, liens and assessments, rights of way restrictions, easements and covenants, to the extent in force and applicable to the Mortgaged Premises. Said Mortgaged Premises will be sold subject to that certain Subordination, Non-Disturbance and Attornment Agreement by and between Meredith Coffee LLC as tenant, Customers Bank as Lender and Annalee Dolls LLC as landlord, dated September 7, 2023 and recorded on September 8, 2023 in the Belknap County Registry of Deeds at Book 3586, Page 744. Notwithstanding any title information contained in this Notice of Mortgagee's Sale of Real Estate, the Mortgagee expressly disclaims any representations as to the state of the title to the Mortgaged Premises involved. The Mortgaged Premises to be sold at the Auction is "AS IS, WHERE IS."

TERMS OF SALE: A deposit of Fifty Thousand Dollars (\$50,000) is to be paid by the Auction's successful bidder at the time and place of Auction as a non-refundable earnest money deposit to be held at the option of Mortgagee as liquidated damages for any default or breach by the successful bidder. Within three (3) business days after the Auction, an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit to an amount equal to five percent (5%) of the sale price. Each deposit shall be paid by the successful bidder to Sheehan Phinney Bass & Green PA ("Escrow Agent"), by certified or bank cashier's check or other form of payment acceptable to Mortgagee and held subject to the terms of a Memorandum of Sale to be executed at the Auction unless otherwise announced at the Auction. The balance of the purchase price must be paid within thirty (30) days from the date of Auction, together with one hundred percent (100%) of all real estate transfer taxes thereon. **TIME WILL BE OF THE ESSENCE.**

In the event that the successful bidder at the Auction shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Sale executed at the Auction, the Mortgagee reserves all of its rights against such successful bidder and in addition, Mortgagee may, at its election, assume the bid of the successful bidder or sell the Mortgaged Premises to the second highest bidder or subsequent high bidders in order of their bids at the Auction, provided that Mortgagee in its discretion may require, (i) said subsequent highest bidders to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written

notice to the subsequent highest bidder of the default of the previous highest bidder, (ii) the subsequent highest bidder to execute a Memorandum of Sale, and (iii) the closing to occur within thirty (30) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee may, at its option, assume any subsequent highest bid should that bidder fail to fulfill its obligations under the Memorandum of Sale. No such assumption of the highest or any subsequent highest bid or sale of the Mortgaged Premises by the Mortgagee to a subsequent highest bidder shall relieve the highest and or subsequent highest bidder, as applicable, from its obligations under such Memorandum of Sale nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or subsequent highest bidder at the Auction.

The Mortgagee reserves the right to bid at the Auction. The Mortgagee reserves the right to postpone this Auction to a later time or date by public proclamation at the time and date appointed for the Auction and to further postpone any adjourned auction date by public proclamation at the time and date appointed for the adjourned auction.

Other terms, if any, will be announced at the sale.

Prospective bidders should contact the auctioneer, JSJ Auctions, 45 Exeter Road, Epping, New Hampshire, 03042, (603) 734-4338, jay@jsjauctions.com, for further information.

NOTICE PURSUANT TO NEW HAMPSHIRE RSA 479:25: You are hereby notified that you have a right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

CUSTOMERS BANK
Mortgagee
By its Attorney
Christopher Candon, Esq.
Sheehan Phinney Bass & Green PA
1000 Elm Street
Manchester, NH 03101