MORTGAGEE'S SALE MEMORANDUM
AND DEPOSIT RECEIPT

MORTGAGEE: PF Realty Trust
Mailing Address: 1180 First NH Turnpike, Northwood, NH 03261

PURCHASER: _____

Mailing Address: _____

_____

Phone Number: _____

Email Address: _____

NOTICE:

The Notice of Mortgagee's Sale of Real Estate, a copy of which is attached as Exhibit A (the "Notice"), scheduling a public auction for October 22, 2026 at 11:00 a.m..

PREMISES:

The Real Property located at 1190 First NH Turnpike, Northwood, Rockingham County, New Hampshire 03261 as described in Mortgagee's Commercial Mortgage Deed and Security Agreement recorded in Book 6443, Page 2173 of the Rockingham County Registry of Deeds and as more particularly described in Exhibit B attached hereto.

BID:

The amount of the high bid made by Purchaser at the Public Auction for the Premises being:
$_____

DEPOSIT:

The Deposit delivered to Mortgagee by Purchaser in the amount of: $5,000.00.
Purchaser shall pay an additional Deposit of $10,000.00 within five (5) business days of the date hereof. Failure to pay said Deposit shall constitute a Default and Mortgagee may exercise any and all rights hereunder including but not limited to, retaining the initial deposit and accepting the second highest Bid.

Held by: Wadleigh, Starr & Peters, P.L.L.C.

In consideration of the Purchase's Bid for the Premises, the Purchaser's payment of the Deposit and the Mortgagee's agreement to convey the Premises to the Purchaser pursuant to the terms of the Notice and New Hampshire law, the parties hereby agree as follows:

1. IRREVOCABLE: The Purchaser acknowledges that, prior to making the Bid, the Purchaser understood that the Bid was irrevocable.

2. DEED AND CLOSING: The Purchaser agrees to purchase the Premises from the Mortgagee and pay Mortgagee the balance of the Bid in cash or certified funds upon which the Mortgagee agrees to execute and record with the Registry of Deeds for the County in which the Premises are located a statutory Foreclosure Deed Under Power of Sale conveying the Premises to the Purchaser (the "Foreclosure Deed"), subject to, and upon the terms, conditions and covenants set forth herein and in the Notice. In addition, Purchaser shall execute such other documentation reasonably necessary by Mortgagee.

The Foreclosure Deed shall be delivered and the balance of the Bid less the Deposit shall be paid, in satisfactory funds, on or before THIRTY (30) days from the date hereof (the "Closing Date"), at the offices of Wadleigh, Starr & Peters, P.L.LC, 95 Market Street, Manchester, New Hampshire, time being of the essence.

3. REVENUE STAMPS AND CLOSING COSTS: Purchaser shall pay to Mortgagee, in Satisfactory Funds on the Closing Date, an amount sufficient to pay all recording costs and all of the New Hampshire Real Estate Transfer Tax required to record the Foreclosure Deed, in addition to the amount required of the Purchaser under Section 2 above, and the Mortgagee shall cause the Foreclosure Deed to be recorded in the appropriate Registry of Deeds.

The Parties acknowledge that there will be no prorations of cost or expense made at the closing of this transaction. The Purchaser shall be responsible for all transfer tax, recording fees, and all other expenses.

4. DEFAULT: If Purchaser defaults, Mortgagee shall be entitled to retain the Deposit as liquidated damages as actual damages will be difficult to determine. Mortgagee shall have all other rights available to it under New Hampshire law, including the right to accept the second highest Bid for the Premises and sell the Premises to the second highest bidder provided the second highest bidder shall pay the required Deposit to Wadleigh, Starr & Peters, PLLC as attorney for Mortgagee, within THREE (3) Business days after written notice of default of the previous highest bidder and the Closing shall take place within TWENTY (20) days thereafter.

5. PREMISES SOLD AS-IS: The Purchaser acknowledges that the Mortgagee has made no representation or warranties of any kind whatsoever, including any as to the quality of title or the condition of the Premises, to be conveyed by the Foreclosure Deed. THE PURCHASER ACCEPTS THE PREMISES IN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. PURCHASER ACKNOWLEDGES THAT IT ACCEPTS ALL RISK OF LOSS OR DAMAGE TO THE PREMISES THAT MIGHT OCCUR UPON THE CONCLUSION OF THE FORECLOSURE SALE.

Purchaser acknowledges that Mortgagee conveys the Premises subject to all liens and encumbrances entitled to precedence over the Mortgage including but not limited to all unpaid taxes and all liens for hazardous waste cleanup asserted by the United States of America, the State of New Hampshire, or any political subdivision thereof.

6. The provisions of the Notice and New Hampshire law governing foreclosure of sales of real estate are incorporated in this Memorandum by reference as if fully and completely set forth.

7. The Notice, as supplemented by this Memorandum, shall inure to the benefit of, and be binding upon, the Purchaser and Mortgagee, and their respective heirs, administrators, executors, successors, legal representatives and assigns, provided, however, that Purchaser may not assign Purchaser's rights hereunder without prior written consent of the Mortgagee, and any assignment made or attempted without such consent shall constitute a default hereunder.

8. ACCEPTANCE OF DEED: Acceptance of the Foreclosure Deed by Purchaser shall be deemed to be the full performance of every agreement and obligation of Mortgagee.

9. RECEIPT OF DEPOSIT: The Mortgagee hereby acknowledges receipt of the Deposit, subject to collection, as of the date set forth below.

10. GOVERNING LAW: This Agreement is made in and shall be interpreted and enforced under the laws of the State of New Hampshire.

11. TIME: TIME IS OFF THE ESSENCE WITH RESPECT TO PURCHASER'S PERFORMANCE UNDER THIS AGREEMENT.

12. DISCLOSURES: The Statutory Disclosures are attached hereto as Exhibit C.

DATED this 22nd day of October, 2026

MORTGAGEE:
PF REALTY TRUST

_____ _____
Witness

PURCHASER:

_____ _____
Witness

Exhibit A to Memorandum

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Pursuant to RSA 479:25 and the Power of Sale contained in the Commercial Mortgage Deed and Security Agreement given by **Shawn Laliberte** and **Richard Hodge,** individuals with an address of 1190 First NH Turnpike, Northwood, NH 03261 (collectively the "Mortgagor") to **PF Realty Trust,** with an address of 1180 First NH Turnpike, Northwood, NH 03261, (the "Mortgagee"), dated September 30, 2022 and recorded with the Rockingham County Registry of Deeds at Book 6443, Page 2173 (the "Mortgage"), the Mortgagee will sell the premises mortgaged thereby, which are described below (the "Mortgaged Premises"), for breach of condition and for the purpose of foreclosing the Mortgage, **AT PUBLIC AUCTION AS FOLLOWS:**

A. **DATE, TIME AND PLACE OF SALE:**

The Sale will be held on the Mortgaged Premises on **October 22, 2026, at 11:00 a.m.**

B. **LOCATION AND STREET ADDRESS OF MORTGAGED PREMISES:**

The Mortgaged Premises are located at, and have a street address of **1190 First NH Turnpike, Northwood, Rockingham County, New Hampshire 03261**. The Mortgaged Premises are further described in the Mortgage.

C. **TERMS OF SALE:**

The Mortgaged Premises will be sold **AS IS, WHERE IS** and with all faults, subject to all unpaid taxes and liens therefor, and subject to all other liens, easements, rights, tenancies and encumbrances of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

Except for warranties implied by law, the Mortgaged Premises will be conveyed by the Mortgagee and accepted by the successful bidder without any warranties, express or implied, whatsoever.

D. **DEPOSIT**:

Prior to the commencement of the sale, each bidder must qualify by paying as a deposit in cash or by Certified or Bank check or other form satisfactory to Mortgagee ("Satisfactory Funds") the sum of **Five Thousand Dollars ($5,000.00)**. The successful bidder must execute a Mortgagee's Sale Memorandum prepared by the Mortgagee immediately after the conclusion of the Sale. The balance of the bid price must be paid in full in Satisfactory Funds upon delivery of the Mortgagee's Statutory Foreclosure Deed, on or before the 30th day after the date of the Sale, Time Being of the Essence. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee reserves the right to retain the deposit as full, liquidated

damages.

E. **RESERVATION OF RIGHTS:**

The Mortgagee reserves the right to (i) continue the Sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the Sale, (iii) reject any and all bids for the Mortgaged Premises, (iv) accept written bids delivered to the Mortgagee or its Attorney either prior to or at the time of the auction; and (v) amend or change the Terms of Sale set forth herein by announcement, written or oral, made before or during the Sale and such change(s) or amendment(s) shall be binding on all bidders.

F. **NOTICE:**

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.

The New Hampshire Banking Department is located at 53 Regional Drive, Suite 200, Concord, NH 03301. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at (800) 437-5991. The hotline is a service of the New Hampshire banking department. There is no charge for this call. The address of the Mortgagee for service of process is in the care of the agent for service of process, William P. Reddington, Esq., 95 Market Street, Manchester, NH 03101.

G. **INQUIRIES**

Inquiries regarding this Notice and Sale may be made of the undersigned or to JSJ Auctions (603) 734-4348, 45 Exeter Road, Epping, NH 03042.

DATED this 1st day of September, 2026.

PF Realty Trust

By Its attorneys,
Wadleigh, Starr, Peters, PLLC

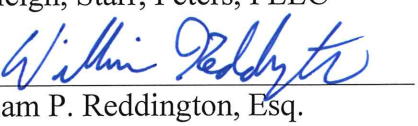
By: 
William P. Reddington, Esq.
95 Market Street
Manchester, NH 03101
(603) 206-7293
wreddington@wadleighlaw.com

EXHIBIT B to Memorandum

Exhibit A - Property Description

Closing Date: September 30, 2022

Borrower(s): Shawn Laliberte and Richard Z Hodge

Property Address: 1190 First NH Turnpike, Northwood, NH 03261

A certain tract or parcel of land together with the buildings and improvements now or hereafter located thereon, situated in the Town of Northwood, County of Rockingham and State of New Hampshire, shown as Lot 216-72 on a plan of land entitled "Plan of Lot Line Adjustment, Tax Map 216, Lot 216-72 on a plan of land entitled "Plan of Lot Line Adjustment, Tax Map 216, Lots 27 & 75, Louis H. Guevin, Jr. and Patricia A. Guevin, Gerald F. Giles, Trustee" drawn by William T. Wormell, dated May 25, 2003, revised through June 21, 2003 and recorded with the Rockingham County Registry of Deeds as Plan #D-30775, more particularly bounded and described as follows:

Beginning at an iron pipe located on the northerly sideline of First New Hampshire Turnpike (US Route 4) at its intersection with the easterly sideline of Olde Canterbury Road;

1. Along said Olde Canterbury Road North 30Ëš 25' 24" West a distance of 296.95 feet to an iron pipe at the southeasterly corner of Parcel "A", as shown on said Plan;

2. Along said Parcel "A", North 08Ëš 53' 28" East a distance of 196.15 feet to an iron pipe at land now or formerly of Gerald F. Giles Revocable Trust of 1992;

3. Along said Giles land South 73Ëš 50' 05" East a distance of 595.92 feet to an iron pipe at land now or formerly of Richard Bojko and Joan Mullen;

4. Along said Bojko & Mellen land South 13Ëš 28' 50" West a distance of 9.19 feet to an iron pin found;

5. South 13Ëš 28' 50" West a distance of 358.63 feet to an iron pin found;

6. South 13Ëš 28' 50 West a distance of 26.05 feet to a point on the northerly sideline of First New Hampshire Turnpike (US Route 4), said point being North 80Ëš 01' 57" West a distance of 1.59 feet from an I.FNC post found;

7. Along the northerly sideline of First New Hampshire Turnpike (US Route 4) North 80Ëš 01' 57" West a distance of 374.36 feet to the point of beginning.

EXHIBIT C

SELLER'S DISCLOSURES OF WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM INFORMATION REQUIRED BY NH RSA 477:4-C

I. WATER SUPPLY

Private Well

If Private Water Supply, complete the following:

Location: Unknown

Malfunctions: Unknown

Date of Installation: Unknown

Date of most recent water test: Unknown

Problems: Unknown

II. SEWAGE DISPOSAL SYSTEM

Unknown to Mortgagee.

If Private sewer System, complete the following:

Location:

Malfunctions:

Date of most recent service:

Name of Contractor:

III. INSULATION

Unknown to Mortgagee.

PURCHASER acknowledges receipt of the within Notice this ___ day of October, 2026, prior to execution of a Sale Memorandum and Deposit Receipt.

WITNESS: PURCHASER:

_____ BY:_____

BUYER'S RECEIPT OF NOTICE PURSUANT TO RSA 477:4-a

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.

PURCHASER acknowledges receipt of the within Notice this ___ day of October, 2026, prior to execution of a Sale Memorandum and Deposit Receipt.

WITNESS: PURCHASER:

_____ BY:_____