

PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF SALE between BUTLER BANK, hereinafter referred to as "Seller" whose place of business is 10 George Street, Lowell, Massachusetts 01852, and _____ hereinafter referred to as "Buyer", whose mailing address is _____.

1. **SALE PURSUANT TO FORECLOSURE OF POWER OF SALE CONTAINED IN MORTGAGE.** This is a sale pursuant to a power of sale contained in a mortgage from JOHN R. CICHETTO dated September 26, 2006 granted to BUTLER BANK and recorded in the Strafford County Registry of Deeds in Book 3438, Page 320.
2. **MORTGAGED PREMISES.** The property being sold is 20 Colonial Drive, Rochester, New Hampshire and described as the Mortgaged Premises in the copy of the Notice of Mortgagee's Foreclosure Sale attached hereto as Exhibit A.
3. **PURCHASE PRICE.** Buyer shall pay the sum of \$_____ for the Mortgaged Premises. Deposit in the amount of \$_____ this date paid is to be credited against the purchase price, and within five (5) business days after the foreclosure sale Buyer must increase the deposit to 10% of the bid amount. The balance of the purchase price is to be paid by certified or bank check at the time of the delivery of the deed. Seller shall be entitled to any interest earned on the deposit and the amount to be paid by Buyer shall not be adjusted to reflect any interest earned on the deposit.
4. **ADJUSTMENTS.** There shall be no adjustments to the purchase price. Buyer shall pay the costs of its own counsel and any costs relative to title examination, title insurance, and closing. Seller shall not be obligated to take any action to cause Buyer's title insurer either to issue a title insurance policy to Buyer or to remove any exceptions to the coverage thereunder.
5. **NO FINANCING CONTINGENCY.** Buyer's obligations hereunder are not subject to any contingency for obtaining financing for this purchase.
6. **CLOSING DATE.** A closing shall occur on or before May 17, 2010 at 11:00 a.m. at the offices of the Seller's attorneys, Wensley & Jones, P.L.L.C. at 40 Wakefield Street, Rochester, New Hampshire or at such other location as the parties may determine. **TIME IS OF THE ESSENCE WITH RESPECT TO THE CLOSING DATE.**
7. **DEED STAMPS AND RECORDING FEES.** Buyer shall pay for and cancel for the benefit of Seller any excise and transfer tax stamps required by the law of the State of New Hampshire. Buyer shall pay all recording fees in connection with the transfer of the property.
8. **TRANSFER OF TITLE.** Title to the Buyer shall be transferred by a duly executed foreclosure deed, together with the appropriate affidavits. The responsibility for recording the foreclosure deed and affidavits shall be the sole responsibility of the Buyer. From the