MEMORANDUM OF SALE

The Notice of Mortgagee`s Sale of Real Estate ("Notice of Sale") is incorporated herein by reference. The other terms to be announced at the sale are as follows:

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted by the Auctioneer on behalf of **Latitude Capital LLC** as foreclosing mortgagee ("**Latitude Capital LLC**"), the Buyer as the successful bidder agrees to purchase the real property described in Paragraph 2 below in accordance with the terms hereof. The Auctioneer may require the successful bidder, other than **Latitude Capital LLC**, to tender the required deposit amount with the Auctioneer.

2. DESCRIPTION OF THE PROPERTY

The Buyer agrees to purchase the real property and improvements thereon, more particularly described in the Notice of Sale and subject to and with the benefit of all rights and restrictions of record, insofar as the same are now in force and applicable, as may be more particularly set forth in the Notice of Sale (the "Property").

No personal property of any kind or description is included in this sale.

The sale will not be invalidated by errors or misdescription of the size of the parcel of land sold, or the improvements thereon, and the Buyer hereby waives any claim or right he or she might otherwise have by reason of any such error or misdescription, and agrees that if the Property sold can be identified by the description as given or any part thereof, he or she will accept same at the full price bid in complete satisfaction of the contractual obligations of **Latitude Capital LLC** and Auctioneer.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual foreclosure deed under the statutory power of sale. The Property shall be conveyed and transferred subject to each of the items listed in the attached Notice of Sale, and including, but not limited to, any senior liens, outstanding condominium association liens with priority and any condominium fees that may come due post-sale, outstanding tenancies and/or leases, the rights of parties in possession, tax title, senior federal, state and municipal taxes and assessments, any outstanding water and sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances, G.L. c. 21E, including, without limitation, the so-called Superfund Lien, and Title V of the State Environmental Code. The Property shall be conveyed and transferred subject to any right of redemption of the United States of America or any agency thereof, if any.

The Property shall be conveyed and transferred subject to all easements, liens, reservations and encumbrances, if any, having priority over the Mortgage.

If, at any time between the execution of this Memorandum of Sale (hereinafter the "Memorandum") and the closing, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense after closing.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____Dollars ($_____) of which Ten Thousand and 00/100 Dollars ($10,000.00) has been paid this day, as a deposit, in accordance with the terms of the Notice of Sale and this Memorandum, with the balance to be paid by certified/bank check or wire transfer at the time of the delivery of the deed. **Latitude Capital LLC** 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. In addition to the bid price, the Buyer shall pay a buyer's premium of three percent (3%) of the selected bid amount which will be added to the selected bid. The Buyer shall provide vesting information for the foreclosure deed within seven (7) calendar days of the auction. If such information is not provided, vesting on the foreclosure deed will reflect the name and address provided at the auction. **NO FURTHER CHANGES WILL BE MADE TO THE FORECLOSURE DEED AND RELATED DOCUMENTS FOLLOWING SEVEN DAYS FROM THE AUCTION DATE.**

5. CLOSING

The balance of the purchase price shall be paid at Latitude Capital, LLC, c/o Hadlock Law Offices, PC, 111 Speen Street, Suite 200, Framingham, MA 01701, by certified/bank check or wire transfer by 5:00 P.M. on the thirtieth calendar day following the Auction Date. If the foreclosure deed and other documents are not available by said date, Buyer may request an extension in writing to lengthen the period of time for the delivery of the executed foreclosure deed and related documents prior to paying; or Buyer may pay the balance of funds due which shall be held in escrow until the foreclosure deed and related documents are executed and received. **TIME IS OF THE ESSENCE FOR THIS AGREEMENT AS TO BUYER`S OBLIGATION.**

6. TITLE

The Property is being sold subject to all unpaid real estate taxes and all other liens and encumbrances, which may be entitled to precedence over the Mortgage. The Mortgagee expressly disclaims any and all representations as to the state of the title to the Property involved as of the date of the auction. The property is sold **"AS IS WHERE IS"**. The Mortgagee shall have no duty or obligation to remove any cloud or defect in title.

In the event **Latitude Capital LLC** for any reason cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against **Latitude Capital LLC**, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as **Latitude Capital LLC** can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event **Latitude Capital LLC** shall convey such title. In the event of such election by Buyer, **Latitude**

Capital LLC shall again have no duty or obligation to remove any cloud or defect in title or to provide insurable title to the Buyer pursuant to Massachusetts title standards. It shall be the sole responsibility of the Buyer to address and remove any and all cloud(s) or defect(s) in title. The lack of or denial of insurability by a licensed title insurer in the Commonwealth of Massachusetts shall not allow the Buyer to alter, change, amend or terminate the Buyer's obligations as referenced herein.

Latitude Capital LLC reserves the right to cancel this Memorandum in the event that (a) it is stayed from consummating the sale by virtue of the automatic stay provisions of the Bankruptcy Code or such other bankruptcy court order; (b) a court approves a memorandum of lis pendens against the Property; (c) **Latitude Capital LLC** is enjoined from conveying the Property to Buyer for any reason; or (d) as a result of claims asserted by third parties against **Latitude Capital LLC** or against the Property, and **Latitude Capital LLC** determines that it is not in the best interest of **Latitude Capital LLC** and/or the mortgagor(s) to convey the Property to Buyer. In the event of such cancellation by LATITUDE CAPITAL LLC, the deposit, and, if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against LATITUDE CAPITAL LLC, its employees, agents, attorneys or representatives, whether at law or in equity.

7. RISK OF LOSS

As of the execution of this Memorandum, Buyer shall have the sole risk of loss on the Property and shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Buyer. If the Property is damaged by fire or other casualty prior to closing, Buyer shall accept a deed to the Property and an assignment, if applicable, of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying therefore the full balance of the bid price. **Latitude Capital LLC** is under no obligation to maintain insurance on the property.

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 **Latitude Capital LLC** to be performed or observed.

9. CONDITION OF THE PROPERTY

The Property shall be conveyed in "AS-IS" condition, without representation or warranty as to the condition, construction, fitness for habitation or whether it conforms to applicable federal, state or local building and sanitary codes, including but not limited to, whether or not the septic system, if any, complies with Title 5 Regulations enacted by the Department of Environmental Protection of the State of Massachusetts. Buyer hereby agrees to perform all inspections and upgrades of the septic system required by Title 5 and regulations set forth in the Code of Massachusetts Regulations ("CMR"), including without limitation, 310 CMR 15.300 through 15.305. Such inspections and upgrades shall be at Buyer`s sole expense and shall be performed within the time

frame and in accordance with the requirements set forth in Title 5 and the aforesaid regulations. Buyer agrees to indemnify and hold harmless **Latitude Capital LLC** from and against any and all claims or liabilities relating to or arising out of the Title 5 septic system requirements relating to the Property. **Latitude Capital LLC SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY APPROVALS, CERTIFICATIONS, INSPECTIONS AND UPGRADES OF THE SEPTIC SYSTEM, IF ANY**. This provision shall survive the delivery of the deed.

The Buyer is advised that the Massachusetts General Laws provide for a program of lead poisoning prevention and control if a child under six years of age becomes a resident of the dwelling being purchased. The Buyer hereby acknowledges receipt of the "lead paint" notification as required in 105 C.M.R. 460.720(B) and further acknowledges that he/she understands that, because the sale of the above property is the result of a foreclosure proceeding, pursuant to the terms set forth in the Memorandum of Sale, he/she will not have an opportunity to have a lead inspection conducted on the property. The Buyer assumes all risks as regards the lead poisoning prevention statutes.

The Buyer is further advised that Massachusetts General Laws require that smoke detectors be installed in all residential structures. The Buyer agrees to assume all costs of inspection fees for smoke detection equipment and Buyer further acknowledges that such equipment shall meet all of the minimum State or City requirements.

Any inspections or improvements to the Property referenced in this Memorandum or required by law shall be performed by the Buyer after the Closing.

The Buyer acknowledges that Buyer has not been influenced to enter into this transaction by, nor has it relied upon, any warranties or representations of **Latitude Capital LLC,** or the Auctioneer not set forth or incorporated in this Memorandum.

Any inspections or improvements to the Property referenced in this Memorandum or required by law shall be performed by the Buyer after the Closing.

The Buyer acknowledges that Buyer has not been influenced to enter into this transaction by, nor has it relied upon, any warranties or representations of **Latitude Capital LLC** or the Auctioneer not set forth or incorporated in this Memorandum.

10. ADJUSTMENTS

There shall be no adjustments to the price being paid for the Property.

11. BROKERS

No commission shall be payable to any party on account of this sale unless LATITUDE CAPITAL LLC, in writing prior to this auction, has indicated its intention to pay commission and has stipulated, in writing, the terms under which commission will be paid. Buyer agrees to indemnify and hold harmless **Latitude Capital LLC** and Auctioneer from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against

Latitude Capital LLC or Auctioneer in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

12. BUYER'S DEFAULT; NON-LIQUIDATED DAMAGES

In the event that Buyer notifies **Latitude Capital LLC**, or Bank's attorneys, at or prior to Closing that Buyer does not intend to purchase the Property at the Closing, or Buyer fails to tender the balance of the purchase price on or before the Closing, such Buyer shall be in default hereunder.

In the event of such default by Buyer, **Latitude Capital LLC** reserves the right, but shall not be required, to enter into this Memorandum with the next highest bidder at this auction who is then willing to purchase the Property at the price bid by him or her at the time of this Auction. If **Latitude Capital LLC,** in its sole discretion, elects to exercise such right, it may enter into this Memorandum with the next highest bidder. Any means of communication with such bidder, including without limitation, telephone, facsimile, mail, hand-delivery or overnight mail service, may be utilized by **Latitude Capital LLC** in ascertaining whether such bidder is then willing to enter into this Memorandum. If such bidder expresses a willingness to enter into this Memorandum, the proposed Memorandum reflecting a purchase price equal to such bidder's bid made at this auction, and providing for a Closing to take place on the first business day following the expiration of 30 days from the date of execution of such Memorandum, shall be executed by the bidder within such time and condition as may be set by **Latitude Capital LLC** and such deposit as required herein delivered therewith. Failure by such bidder to sign and return the Memorandum and deposit within the time referenced herein, **TIME BEING OF THE ESSENCE**, shall constitute a refusal by such bidder to enter into such Memorandum. Nothing set forth in this Memorandum shall create any rights in favor of an unsuccessful bidder unless and until **Latitude Capital LLC** and such bidder have entered into this Memorandum.

Latitude Capital LLC shall have the option, in its sole discretion, and as an alternative to the remedy set forth above, to resell the Property under the statutory power of sale, at auction without notice to or approval from Buyer or any other bidders. **Latitude Capital LLC** is under no obligation to offer the Property to any subsequent bidder in the event of a default by Buyer, before conducting a resale of the Property.

The sale of the Property, either under the statutory power of sale, or to an unsuccessful bidder as set forth herein, shall not release the defaulting Buyer from liability for breach of contract, and in the case of default by the Buyer, the deposit paid by the Buyer shall become the property of **Latitude Capital LLC.** Retention of said deposit shall not constitute a waiver of **Latitude Capital LLC** rights to pursue all other available remedies, including but not limited to specific performance, and nothing in this provision or contained in this Memorandum shall be deemed to constitute such a waiver.

13. DEED STAMPS AND RECORDING FEES

Buyer shall pay all documentary stamps required to be affixed to the foreclosure deed by the laws of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees and closing costs in connection with the transfer of the Property.

14. CONSTRUCTION OF AGREEMENT

This instrument is to be construed as a Massachusetts contract and governed by the laws of the Commonwealth of Massachusetts, 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 **Latitude Capital LLC** 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.

15. MISCELLANEOUS

Junior Lien Addendum

The parties to this memorandum of sale hereby agree and confirm that the buyer has been advised that **the mortgage being foreclosed upon is not a first mortgage lien.** The buyer specifically hereby confirms awareness of the same and that that buyer has done due diligence on the property and hereby specifically indemnifies and releases the lender against any and all claims or causes of action relating to senior liens on the property.

Servicemembers Addendum

The parties to this memorandum of sale hereby agree and confirm that the buyer has been advised that there is no court order confirming that the owner of the equity of redemption being foreclosed upon is not benefiting from protections under the Servicemembers Civil Relief Act (SCRA). The mortgage being foreclosed upon is being foreclosed as a so-called fast track for closure without the benefit of a court order confirming compliance with the SCRA. **The buyer confirms that the buyer has been advised of the inability to obtain title insurance, and therefore financing, regarding this issue.** The buyer specifically hereby confirms awareness of the same and that that buyer has done due diligence on the property and hereby specifically indemnifies and releases the lender against any and all claims or causes of action relating to the status of the title to the property regarding noncompliance with the SCRA and the resulting impact on title to the property.

Occupancy

The property is subject to the terms and restrictions set forth in the Master Covenant for Affordable Housing dated August 26, 2004 by and between Drayton Homes LLC and i) the City of Boston, acting by and through its Public Facilities Commission by the Director of the Department of Neighborhood Development, and ii) the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development filed with Suffolk Registry of Deeds in Book 35427, Page 78. The buyer has been made aware that the property is, or may be, occupied by parties which may include the owners of the equity of redemption being foreclosed upon, which may have an impact on, among other things, the ability to obtain occupancy rights, title insurance and therefore, financing. The buyer agrees that there is to be no access to the property or contact

with the occupants during the terms of this memorandum of sale. Any contacts, or effort contact, shall be deemed a breach of this agreement entitling the lender to terminate the same and retain any and all deposit monies or to seek any and all relief allowed pursuant to this memorandum of sale.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing Memorandum of Sale and agree to the terms and conditions contained herein. I further acknowledge that I have received a copy of this Memorandum and have had the opportunity to confer with legal counsel relative to the same.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument on this 3rd day of December 2025.

SULLIVAN & SULLIVAN Auctioneers, LLC

By: _____
Agent for Latitude Capital LLC

Buyer`s Signature: _____

_____

Buyer`s Address: _____

Buyer`s Telephone Number: _____
_____

VESTING INFORMATION FOR FORECLOSURE DEED:

GRANTEE: _____

ADDRESS: _____

IMPORTANT: THE INFORMATION LISTED ABOVE WILL BE USED TO PREPARE THE FORECLOSURE DEED AND RELATED DOCUMENTS IN A TIMELY MANNER. UNLESS OUR OFFICE IS NOTIFIED WITHIN 7 CALENDAR DAYS OF THE FORECLOSURE SALE, THE GRANTEE INFORMATION WILL NOT BE CHANGED AND IT WILL BE THE BUYER'S SOLE RESPONSIBILITY TO PREPARE AND RECORD A DEED INTO A NEW GRANTEE, IF HE OR SHE SO CHOOSES.

ACKNOWLEDGEMENT

Regarding Property Located at: 11 Drayton Street, Boston, MA

Date: December 3, 2025

By execution of this document, the undersigned hereby acknowledges receipt of the "lead paint" notification as required in 105 C.M.R.460.720(B) and further acknowledges that he/she understands that, because the sale of the above property is the result of a foreclosure proceeding, pursuant to the terms set forth in the Memorandum of Sale, he/she will not have an opportunity to have a lead inspection conducted on the property; and

By execution of this document, the undersigned hereby acknowledges receipt of the "Title V" notification and its requirements regarding septic system inspections and upgrades as required by the Commonwealth of Massachusetts.

_____

Buyer's Signature: _____

_____

Print Name: _____

Address: _____

Phone: _____