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BIDDER'S INFORMATIONAL PACKAGE

896 Sheridan Street CHICOPEE, MASSACHUSETTS

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MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage Deed, Security Agreement and Assignment of Leases and Rents dated as of January 20, 2015 (the "Mortgage") given by TJK Realty, LLC to Blue Hills Bank and recorded with the Hampden County Registry of Deeds (the "Registry") at Book 20570, Page 580, (the "Mortgagee") of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing, the same will be sold at public auction commencing at 11:00 A.M. on the 27th day of October, 2016 (the "Sale"), upon the mortgaged premises, being all and singular the real property described in the Mortgage, to wit:

That certain lot or parcel of land with the buildings and improvements thereon located in the City of Chicopee, Hampden County, State of Massachusetts; bounded and described as referenced below.

Being shown as Parcel 3-1 on a Plan entitled "Plan of Land in Chicopee, Massachusetts prepared for Westover Metropolitan Development Corporation" drawn by Heritage Surveys, Inc., scale 1"= 40', dated July 17, 2006 and recorded in the Hampden County Registry of Deeds on September 22, 2006 in Book of Plans 343, Page 26, to which reference may be made for a more particular description.

Beginning at an iron pipe found at the northwesterly corner of land of The Ludlow Company L.P. on the easterly side of Sheridan Street and running thence

S. 52° 02' 09" E. along land of The Ludlow Company L.P. as shown on said plan, a distance of Five Hundred Forty-five and 00/100 (545.00) feet to an iron pipe set at the northeasterly corner of Parcel 3-1 as shown on said plan; thence turning and running

S. 36° 34' 00" W. along other land of Westover Metropolitan Development Corporation as shown on said plan, a distance of Two Hundred Thirty-eight and 07/100 (238.07) feet to an iron pipe set at the southeasterly corner of Parcel 3-1 as shown on said plan, then turning and running

N. 52° 02' 09" W. along said other land of Westover Metropolitan Development Corporation, a distance of Three Hundred Eighty-nine and 74/100 (389.74) feet to an iron pipe set at the southerly side of Sheridan Street; thence turning and running

N. 26° 18' 54" E. along Sheridan Street, a distance of Two Hundred Forty-three and 00/100 (243.00) feet to the place of beginning.

Containing 2.248 acres of land.

TERMS OF SALE:

The mortgaged premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The mortgaged premises will also be sold subject to the right of redemption of the United States of America, if any there be.

A deposit of **FIFTY THOUSAND DOLLARS 00/100 (\$50,000.00)** shall be required to be paid to the Mortgagee by certified check or bank cashier's check (cash will not be accepted) at the time and place of the Sale, which deposit shall be increased to an amount equal to ten percent (10%) of the highest bid for the Sale, which amount is to be paid within five (5) business days of the date of the Sale. The balance of the purchase price of the Sale is to be paid to the Mortgagee by federal funds wire transfer in or within thirty (30) calendar days from the date of the Sale, **with time being of the essence.**

The Mortgagee may, at its option, either sell the mortgaged premises to the second highest bidder at the Sale or assume the highest bid should the highest bidder fail to fulfill the highest bidder's obligations under the sales agreement to be entered into with the Mortgagee immediately after the Sale. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the mortgaged property to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under such sales agreement. No such assumption of the highest or second highest bid or sale of the mortgaged property by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

The Mortgagee reserves the right to credit bid at the Sale and to postpone the Sale by auctioneer's public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

Other terms, if any, to be announced at the Sale.

BLUE HILLS BANK

By Its Attorneys,
RIEMER & BRAUNSTEIN LLP



Douglas K. Clarke, Esquire
Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Tel: (617) 523-9000

SALES AGREEMENT

(896 Sheridan Street, Chicopee, Massachusetts)

This 27th day of October, 2016, Blue Hills Bank (the “**Mortgagee**”), holder of a certain Mortgage Deed, Security Agreement and Assignment of Leases and Rents dated January 20, 2015 (the “**Mortgage**”) from TJK Realty, LLC (the “**Mortgagor**”), agrees to sell and _____ (the “**Buyer**”) agrees to buy the mortgaged premises described in the Mortgagee’s Notice of Sale of Real Estate (the “**Notice of Sale**”) annexed hereto as Exhibit A and incorporated by reference herein (the “**Premises**”), subject to the following terms and conditions as set forth in this Sales Agreement (the “**Sales Agreement**”):

1. Purchase Price: _____ Dollars (\$ _____) plus a buyer’s premium of six percent (6.0%) for a total of \$ _____ Dollars (\$ _____) (collectively, the “**Purchase Price**”).

(a) Deposit: A deposit of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (the “**Deposit**”) shall be paid herewith to the Mortgagee, receipt of which is acknowledged by the Mortgagee and the Buyer, to be held by the Mortgagee subject to the terms of this Sales Agreement.

(b) Balance of Purchase Price: The balance of the Purchase Price, namely _____ Dollars (\$ _____) is to be paid by certified check, or bank cashier’s check, or federal funds wire transfer in accordance with the Mortgagee’s instructions, within thirty (30) calendar days from the date hereof to the Mortgagee. It is agreed that **time is of the essence**.

2. Sale of Personal Property: No personal property of any nature is included in this sale. In that regard, the Buyer acknowledges that certain personal property located on the

Premises is being sold at a secured party's sale on the date hereof and that if the Buyer wishes to purchase any of the same, it will have to bid for the same at the separate secured party sale. Further, the Buyer acknowledges that one of the reasons (among others) for the ten (10) calendar day period for the delivery of the Transfer Documents set forth in Section 4 hereof is to allow sufficient time for the buyers of personal property to remove the same from the Premises prior to consummation of the Sale as set forth herein.

3. Title Deed: The Premises shall be conveyed by foreclosure deed (the "**Transfer Document**") running to the Buyer (or to the nominee designated by the Buyer by written notice to the Mortgagee on or before seven (7) calendar days from the date hereof) subject to the following:

- (a) Each of the items listed in the Notice of Sale;
- (b) All easements, restrictions, 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 and regulations;
- (e) All rights of 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 Federal Deposit Insurance Corporation;
- (g) Any liens now existing or hereafter arising in favor of the Commonwealth of Massachusetts 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 Mortgagee; and

(i) Other matters announced at the sale.

4. Time for Delivery of Transfer Document: The Transfer Document shall be delivered within ten (10) calendar days after the payment of the entire balance of the Purchase Price by the Buyer. The payment of the Purchase Price, or any portion thereof, shall not be conditioned upon (i) the obtaining of financing by the Buyer for the payment of all or a portion of the Purchase Price, (ii) the prior recording of the Transfer Document, (iii) the Buyer's obtaining a satisfactory title insurance and/or title insurance commitment with respect to the purchase of the Premises pursuant to this Sales Agreement, or (iv) prior access to the Premises by the Buyer. The Buyer shall pay all costs of recording the Transfer Document and any related documents including, without limitation, all state transfer stamp charges on the full amount of the Purchase Price. Except for the Transfer Document, the Mortgagee shall have no obligation to provide to or on behalf of the Buyer any affidavits, indemnities, or other instruments and agreements in connection with the transfer of the Premises as provided for herein.

5. 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 Transfer Document and as further provided in the Notice of Sale. Without limiting the foregoing total exclusion of representations and warranties, the sale is made without any representations or warranties as to the following:

(a) The title to the Premises and the validity, enforceability, or perfection of the Mortgagee's right or interest therein;

(b) 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 inspections, permits or approvals relating to use, development or occupancy of the Premises;

(c) 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;

(d) The availability of any certificate concerning compliance of the Premises with any state, local, or federal statute, ordinance or regulation, including, without limitation, any building permits, certificate of occupancy, and/or a smoke detector certificate, if applicable;

(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;

(f) The existence, terms, and conditions of any purchase and sale agreements or other similar agreements regarding the sale of, or in any way related to, all or any portion of the Premises, and the status of security deposits or other amounts due and payable thereunder;

(g) Compliance of the on-site septic system serving the Premises, if any, with the provisions of all state or local laws, ordinances, or regulations including, without limitation, Chapter 310, Section 15 of the Code of Massachusetts Regulations (Title 5 - State Environmental Code). Without limiting the generality of the foregoing, the Buyer covenants and agrees that if, as, and when required by applicable law the Buyer shall, at

the Buyer's sole cost and expense, inspect the on-site septic system serving the Premises, if any, submit any inspection report to the appropriate local or state agencies, and repair or upgrade the system. Further, without limiting the generality of the foregoing, the Buyer acknowledges and agrees that the Buyer has received a copy of Chapter 310, Sections 15.300 through 15.305, of the Code of Massachusetts Regulations and that the Buyer has reviewed and understands fully the inspection and upgrade requirements contained therein;

(h) The status of any applicable build out, construction, completion, or development of the Premises and/or otherwise related in any way to the Premises; and

(i) Title, possession, quiet enjoyment, or the like.

To the extent any tests, reports, permits, inspections, or approvals are determined by the Buyer to be necessary in connection with the use, development or occupancy of the Premises, such tests, reports, permits, inspections, and approvals shall be the responsibility of the Buyer, at the Buyer's sole cost and expense, and the Buyer's obtaining any such reports, permits, inspections, or approvals, or access to the Premises to conduct such tests, reports, or inspections, shall not be a precondition to Buyer's obligations hereunder. In the event that the Buyer is unable to obtain any such reports, permits, inspections, or approvals for any reason, then the Buyer nevertheless shall remain obligated to consummate the sale without any reduction in the Purchase Price.

6. Risk of Loss: The Buyer acknowledges that from and after this date the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the Premises. In the event that all or any portion of the Premises 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 Purchase Price, and upon the consummation of such sale, the Mortgagee 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 Mortgagee in order to obtain such recovery.

7. Leases; Rents: The Buyer acknowledges that the sale of the Premises as provided for herein shall be subject to the rights, if any, of any tenants or parties in possession (the “**Occupants**”). Further, the Buyer acknowledges and agrees that unless specifically assigned by the Mortgagee to the Buyer, which decision to so assign shall be made by the Mortgagee in its sole discretion, the Mortgagee shall have the right to all rental proceeds (the “**Rental Proceeds**”) from any Occupant relating to any period, including any partial payment or rental period, preceding the date of the delivery of the Transfer Document. Without limiting the generality of the foregoing, the rights of the Mortgagee relative to the Rental Proceeds shall include the following:

(a) Notwithstanding the delivery of the Transfer Document to the Buyer, the Mortgagee may pursue any and all collection activity necessary against any Occupant in order to collect such Rental Proceeds; and

(b) If the Mortgagee notifies the Buyer upon the delivery of the Transfer Document of any delinquency due from any such Occupant for any period prior to the date of delivery of such Transfer Document, the Buyer shall turn over to the Mortgagee any and all Rental Proceeds received from any such Occupant thereafter until such delinquency has been satisfied in full.

The only obligation of the Mortgagee to the Buyer relating to any Rental Proceeds shall be limited to the following:

(a) To the extent the Mortgagee has collected and received Rental Proceeds from any such Occupant, such that all Rental Proceeds for periods prior to the date of delivery of the Transfer Document have been paid in full and there are remaining Rental Proceeds to be allocated to any period of time after the date of delivery of the Transfer Document, the Mortgagee shall deliver to the Buyer the portion of such Rental Proceeds allocated to such subsequent period; and

(b) To the extent that the Mortgagee has received from the Mortgagor any rental security deposits, such rental security deposits shall be assigned to the Buyer, it being understood that the Mortgagee has no other obligation to the Buyer concerning any security deposits.

8. Buyer's Indemnifications: The Buyer agrees to indemnify the Mortgagee against, and to hold the Mortgagee and each of the Mortgagee's successors, assigns and predecessors, parents, partners, subsidiaries, and affiliated organizations, and the officers, directors, shareholders, employees, asset managers, partners, attorneys, members and servants of each of the foregoing (collectively, the "**Mortgagee Parties**") harmless from, any claim, loss, damage, cost, or liability (including, without limitation, all attorneys' fees and expenses) which may be asserted against the Mortgagee and/or any other Mortgagee Parties in connection with this transaction directly or indirectly relating to the Buyer's failure to comply with the Buyer's agreements and obligations hereunder, including, without limitation, with respect to the following:

(a) Any obligations to any Occupant relating to the Premises for any time period after the date of the delivery of the Transfer Document, including, without limitation, with respect to the repayment of any security deposits;

(b) Any brokerage commission or fee which may be asserted against the Mortgagee in connection with this transaction except for any broker's commission expressly announced by the auctioneer at the Sale; and

(c) Any failure on the part of the Buyer to comply fully with all applicable law relating to the onsite septic system, if any, serving the Premises, including, without limitation, with respect to all inspections, reporting requirements, and repairs or upgrades to the system as and when same may be required thereunder.

The provisions of this paragraph shall survive delivery of the Transfer Document.

9. Acceptance of Transfer Document: The acceptance of the Transfer Document by the Buyer or the designated nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation of the Mortgagee herein contained or expressed.

10. Recordation of Sales Agreement: If the Buyer records this Sales Agreement, it shall, at the option of the Mortgagee, become ipso facto null and void, and the Buyer shall be in default hereunder.

11. Adjustments: There shall be no adjustment to the Purchase Price.

12. Broker: No commission shall be payable to any party on account of this sale except for any broker's commission expressly announced by the auctioneer at the Sale. The Buyer represents and warrants to the Mortgagee that the Buyer has not had any dealings, negotiations, or consultations with any broker in connection with this transaction which would result in any liability to the Mortgagee, other than any broker's commission expressly announced by the auctioneer at the Sale.

13. Buyer's Default: If the Buyer shall fail to fulfill the Buyer's agreements and obligations herein, all deposits made hereunder by the Buyer shall be retained by the Mortgagee, but such forfeiture shall not relieve the Buyer from the Buyer's obligations hereunder. The Buyer shall pay all costs and expenses incurred by the Mortgagee in connection with the enforcement of this Sales Agreement including, without limitation, all attorney's fees and costs.

14. Buyer's Default; Sale to Second Highest Bidder; Assumption of Bid: The Mortgagee may, at its option, either sell the Premises to the second highest bidder at the Mortgagee's October 27, 2016 foreclosure sale of the Premises should the Buyer fail to fulfill the Buyer's obligations herein, or assume the highest bid in the event of default by the successful bidder. Furthermore, in the event that the Buyer defaults hereunder and the Mortgagee sells the Premises to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under the Sales Agreement. No such assumption of the Buyer's bid or the second highest bid or sale of the Premises by the Mortgagee to such second highest bidder shall relieve the Buyer or second highest bidder, as applicable, from their respective obligations under this Sales Agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the Buyer or second highest bidder.

15. Assignment Prohibition: The Buyer shall not assign any of the Buyer's rights under this Sales Agreement without the Mortgagee's prior written consent and no such consent by the Mortgagee shall, in any event, relieve the Buyer of the Buyer's obligations under the Sales Agreement.

16. Construction of Agreement: This Sales Agreement, executed in duplicate, is to be construed as a Massachusetts contract, 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 Mortgagee 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 Sales Agreement or to be used in determining the intent of the parties.

[remainder of page intentionally blank]

Executed as a sealed instrument as of the date first set forth above.

“Mortgagee”

“Buyer”

BLUE HILLS BANK

By: _____
Name: David Ray
Title: Senior Vice President

By: _____
Name: _____

Address: _____

Tel No.: _____

Email: _____

Auctioneer Signature as to Date and Time of Execution of Sales Agreement:

Name:
Date: October 27, 2016
Time: _____

State Tax Form 290
 Certificate: 1119
 Issuance Date: 10/05/2016

MUNICIPAL LIEN CERTIFICATE
 CITY OF CHICOPEE
 COMMONWEALTH OF MASSACHUSETTS

Requested by ATTYS. RIEMER & BRAUNSTEIN, LLP
 THREE CENTER PLAZA
 BOSTON, MA 02108

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 10/03/2016 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0428-0014B	896 SHERIDAN ST CITY OF CHICOPEE	Land area : 2.25 AC
TJK REALTY LLC		Land Value : 192,000
896 SHERIDAN ST		Impr Value : 1,004,800
CHICOPEE MA 01022-1031		Land Use : 0
		Exemptions : 0
		Taxable Value: 1,196,800

Deed date: 09/22/2006 Book/Page: 16206/361
 Class: 400-BLDGS FOR MANUFACTURING-GENERL

FISCAL YEAR	2016	2015	2014
DESCRIPTION			
COMMERCIAL RE TAX	\$.00	\$.00	\$35,425.28
Charges/Fees	\$.00	\$.00	\$15.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	-\$35,440.28
Interest to 10/14/2016	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00

TOTAL INTEREST PER DIEM: \$27.7736

OTHER UNPAID BALANCES:

Tax Title 2015-2016	\$64,998.34
Interest to 10/14/2016	
2016 UTILITY BILLING	\$250.78
2017 UTILITY BILLING	\$235.14

NOTE: F/Y 2016 TAXES 1ST HALF DUE 12/14/2015
2ND HALF DUE 05/02/2016

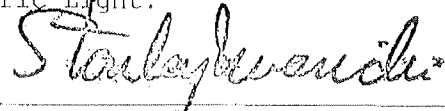
CALL THE UTILITY AND ELECTRIC LIGHT DEPTS. FOR FINAL READINGS

All utility payments to be paid to the Collector.

Electric: 08/29/2016 \$ 3,925.96 NOT PAID ACCT. 91750 - 00

09/30/2016 \$ 529.11 NOT PAID ACCT. 91750 - 01

Electric payments to be paid to the Chicopee Electric Light.



STANLEY IWANICKI
CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE