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BIDDER'S INFORMATIONAL PACKAGE

10 MAPLE STREET GREAT BARRINGTON, MASSACHUSETTS

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**NOTICE OF SALE
MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage and security agreement given by **MICHAEL S. ROZOWICZ to BERKSHIRE COUNTY SAVINGS BANK**, dated and recorded December 29, 1992 in the Berkshire Southern District Registry of Deeds in Book 837 Page 71, as amended and modified by a first amendment to mortgage and security agreement dated December 4, 2003 and recorded December 5, 2003 with the Berkshire County (Southern District) Registry of Deeds in Book 1491 Page 101, as further amended and modified by a second amendment to mortgage and security agreement dated January 19, 2006 and recorded January 31, 2006 with the Berkshire County (Southern District) Registry of Deeds in Book 1674 Page 319, as further amended and modified by an amended and restated commercial mortgage security agreement and assignment of leases and rents dated December 21, 2015 and recorded December 23, 2015 with the Berkshire County (Southern District) Registry of Deeds in Book 2337 Page 203 (collectively the "Mortgage"), the undersigned being the present holder of said Mortgage, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there will be sold at public auction on **MONDAY JULY 30, 2018, commencing at 3:00 P.M.** on the mortgaged premises at **10 Maple Street, Great Barrington, Massachusetts** (the "Premises"), all and singular the Premises described in said mortgage, to wit:

Exhibit "A"

The following described piece or parcel of land situated on the northerly side of state Route 23 and 41 a/k/a Maple Avenue in Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe set in the northerly sideline of said Maple Avenue Roadway, said point being the southeast corner of land of S. & A. Wholesalers of New England, Inc. and a southwest corner of the parcel herein described;

Running thence the following five courses along land of said S. & A. Wholesalers of New England, Inc.:

North 52 degrees 10 minutes 48 seconds West a distance of 158.88 feet to an iron pipe set;

North 2 degrees 06 minutes 00 seconds East a distance of 110.59 feet to an iron pipe found;

North 20 degrees 22 minutes 07 seconds East a distance of 45.25 feet to an iron pipe set;

North 69 degrees 36 minutes 05 seconds West a distance of 14.94 feet to an iron pipe found;

North 2 degrees 06 minutes 00 seconds East a distance of 185.66 feet to an iron pipe set in line of land of Stevens;

Running thence North 89 degrees 43 minutes 16 seconds East a distance of 101.08 feet along land of Stevens to an iron pipe found;

Running thence North 89 degrees 43 minutes 16 seconds East a distance of 54.59 feet along land of Stevens to an iron pipe found;

Running thence North 81 degrees 39 minutes 11 seconds East a distance of 25.41 feet along land of Stevens to an iron pipe found;

Running thence the following seven courses along the land of First Church of Christ Scientist, Inc.;

South 4 degrees 36 minutes 28 seconds West a distance of 77.55 feet to an iron pipe found;

South 15 degrees 46 minutes 50 seconds East a distance of 101.67 feet to an iron pipe found;

North 74 degrees 13 minutes 10 seconds East a distance of 9.98 feet to an iron pipe found;

South 10 degrees 11 minutes 57 seconds East a distance of 133.44 feet to an iron pipe found;

South 39 degrees 56 minutes 43 seconds East a distance of 18.00 feet to an iron pipe set;

North 61 degrees 04 minutes 58 seconds East a distance of 26.84 feet to an iron pipe set;

South 28 degrees 55 minutes 02 seconds East a distance of 7.00 feet to an iron pipe set in the northerly sideline of Route 23 and 41 a/k/a Maple Avenue;

Running thence South 50 degrees 03 minutes 17 seconds West a distance of 210.00 feet along said Maple Avenue to point of beginning.

For mortgagor's title see deed to Michael S. Rozowicz herein by deed of Ruth L. Whittaker recorded April 4, 1986 in the Berkshire Southern District Registry of Deeds in Book 593, Page 111.

Said Premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior, liens or other enforceable encumbrances or instruments of record entitled to precedence over this mortgage, and subject to, and with the benefit of, all easements, restrictions, reservations and conditions of record having precedence over the Mortgage and subject to all leases, tenancies and/or rights of parties in possession, including rights or claims in personal property installed by tenants or former tenants now located on the Premises and the right of redemption, if any, to the Internal Revenue Service. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS in cash certified or bank check to be paid by the purchaser at the time and place of sale. The successful bidder shall be required to increase the deposit to a full ten (10%) of the purchase price within five (5) business days of the public auction and the balance of the purchase price shall be paid in cash, certified or bank check and the foreclosure deed shall be delivered and accepted within thirty (30) days after the public auction at the offices of Thomas J. Hamel, Esq.,

Courtney Lee & Hamel, PC, 31 Wendell Avenue, Pittsfield, Massachusetts 01201.

The successful bidder of the Premises will be responsible for all closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum of Sale containing the terms of sale at the time and place of the public auction. The successful bidder of the Premises shall be subject to a 5% buyer premium.

This mortgagee's sale of real estate may be postponed or adjourned from time to time, if necessary, by the attorney or auctioneer for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

In the event that the successful bidder at the foreclosure sale fails to purchase the described Premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the Premises by foreclosure deed to the next highest bidder provided that the next highest bidder shall deposit with the mortgagee's attorney, said Thomas J. Hamel, Esq., the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to the next highest bidder within twenty (20) days of said written notice.

Other terms, if any, to be announced at the time and place of sale.

Berkshire Bank,
(f/k/a successor by merger to
Berkshire County Savings Bank)
Present Holder of said Mortgage
By: James E. Phelan, Vice President

Attorney for Berkshire Bank
Thomas J. Hamel, Esquire
COURTNEY LEE & HAMEL, PC
31 Wendell Avenue
Pittsfield, Massachusetts 01201-6145
Published in The Berkshire Eagle
June 29, July 6 and 13, 2018.

**ADDITIONAL TERMS OF MORTGAGEE'S
SALE OF MORTGAGED PREMISES
(10 Maple Street, Great Barrington, Massachusetts)**

1. The auctioneer shall pre-qualify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. The successful bidder shall be required to execute a Memorandum of Foreclosure Sale upon acceptance of such person's bid. Copies of the Memorandum of Foreclosure Sale are available for inspection.
3. The title to the Mortgaged Premises (as defined in the Mortgagee's Notice of Sale of Real Estate) shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual Foreclosure Deed, without covenants.
4. The successful bidder shall deposit the required deposit of Fifty Thousand Dollars (\$50,000.00) to be paid in cash or by certified or by bank cashier's check by the successful bidder to Courtney, Lee & Hamel, PC, as attorneys for the Mortgagee, at the time and place of the sale. The successful bidder shall be required to increase the deposit to a full ten (10%) of the purchase price within five (5) business days of the public auction and the balance of the purchase price shall be paid in cash, certified or bank check and the foreclosure deed shall be delivered and accepted within thirty (30) days after the public auction at the offices of Thomas J. Hamel, Esq., Courtney Lee & Hamel, PC, 31 Wendell Avenue, Pittsfield, Massachusetts 01201.
5. The successful bidder shall be subject to a 5% buyer premium.
6. The BUYER shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps.
7. The Deposit shall be made with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit shall be forfeited if, after the Mortgaged Premises are sold to said bidder, such person refuses to execute the Memorandum of Foreclosure Sale, or if, after signing, said bidder does not perform bidder's part of the agreement. In case of forfeiture, the deposit shall become the property of the Mortgagee and such forfeiture by the bidder shall not release that person from the agreement. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the Foreclosure Deed.

8. The balance of the purchase price shall be paid on or before August 20, 2018 at 3:00 PM and the Mortgagee shall deliver the Foreclosure Deed to the Buyer at **COURTNEY, LEE & HAMEL, PC**, 31 Wendell Avenue, Pittsfield, Massachusetts 01201.
9. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, condominium unit assessments or other charges, liens or claims in the nature of liens, as a successful bidder shall take the property subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the Foreclosure Deed.
10. In the event that the successful bidder shall default in purchasing the Mortgaged Premises according to the terms of the Notice of Mortgagee's Sale of Real Estate and/or the terms of the Memorandum of Foreclosure Sale executed at this public auction, the Mortgagee reserves the right, at its election, to sell the property by Foreclosure Deed to the second highest bidder provided that (i) said second highest bidder shall deposit with Courtney, Lee & Hamel P.C., the amount of the required deposit and shall execute a Memorandum of Foreclosure Sale within three (3) business days after written notice to the second highest bidder of the default to the previous highest bidder and (ii) title shall be conveyed to the said second highest bidder within ten (10) days of receipt of said written notice. If the second highest bidder declines to purchase the Mortgaged Premises, the Mortgagee reserves the right to purchase the Mortgaged Premises at the amount bid by the second highest bidder.
11. The Mortgaged Premises shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable federal, state or local building, health and sanitary codes, environmental laws, or any other similar rules and regulations.
12. The successful bidder shall be responsible for obtaining at successful bidder's sole cost and expenses the required smoke detector certificate and carbon dioxide detectors certificates from the appropriate local governmental authority having jurisdiction, including with limitation, the installation of any required smoke detectors and carbon dioxide detectors.
13. The Mortgagee reserves the right to adjourn, postpone or cancel this sale up until the moment the auctioneer accepts the highest bid.

State Tax Form 290
 Certificate: 20180243
 Issuance Date: 06/15/2018

MUNICIPAL LIEN CERTIFICATE
 TOWN OF GREAT BARRINGTON
 COMMONWEALTH OF MASSACHUSETTS

Requested by COURTNEY LEE & HAMEL ATTORNEYS

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 06/15/2018 are listed below.

DESCRIPTION OF PROPERTY

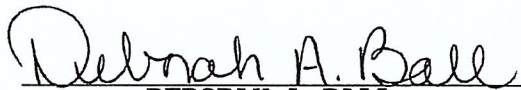
Parcel ID: 00022-00000-0003A 10 MAPLE AVE
 FIRE DISTRICT

ROZOWICZ MICHAEL S
 PO BOX 316
 CLIFTON PARK NY 12065-0316

Land area : 1.95 AC
 Land Value : 292,600
 Impr Value : 1,560,800
 Land Use : 0
 Exemptions : 0
 Taxable Value: 1,853,400

Deed date: 04/11/1986 Book/Page: 593/111
 Class: 342-

FISCAL YEAR	2018	2017	2016
DESCRIPTION			
REAL ESTATE TAX - COMMERCIA	\$.00	\$.00	\$25,657.70
REAL ESTATE TAX - RESIDENTI	\$27,763.93	\$27,059.64	\$.00
FIRE DISTRICT REAL ESTATE T	\$2,020.21	\$2,038.74	\$1,598.00
CPA SURTAX	\$832.92	\$811.79	\$769.73
TOTAL BILLED:	\$30,617.06	\$29,910.17	\$28,025.43
Charges/Fees	\$265.00	\$250.00	\$250.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	-\$30,160.17	-\$28,275.43
Interest to 06/15/2018	\$1,591.24	\$.00	\$.00
TOTAL BALANCE DUE:	\$32,473.30	\$.00	\$.00
TOTAL INTEREST PER DIEM:	\$11.7434		


 DEBORAH A BALL
 ASST TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

MEMORANDUM OF FORECLOSURE SALE

(10 Maple Street, Great Barrington, Massachusetts)

SELLER: **BERKSHIRE BANK**

BUYER: _____

BUYER'S ADDRESS: _____

BUYER'S PHONE: _____

BUYER'S EMAIL: _____

PURCHASE PRICE: _____
(\$ _____)

DEPOSIT: _____ **THOUSAND DOLLARS (\$ _____)**

BALANCE DUE: _____
(\$ _____)

1. This Agreement dated this ___ day of July 2018, is by and between **Berkshire Bank** (f/k/a successor by merger to Berkshire County Savings Bank), (the "SELLER"), having an address of 24 North Street, Pittsfield, Massachusetts 01201, holder of a mortgage given by **MICHAEL S. ROZOWICZ**, to Berkshire Bank, (f/k/a successor by merger to Berkshire County Savings Bank) covering real property located at 10 Maple Street, Great Barrington, Massachusetts, said mortgage being recorded with the Berkshire County (Southern District) Registry of Deeds in Book 837, Page 71, as amended and modified by a first amendment to mortgage and security agreement dated December 4, 2003 and recorded December 5, 2003 with the Berkshire County (Southern District) Registry of Deeds in Book 1491 Page 101, as further amended and modified by a second amendment to mortgage and security agreement dated January 19, 2006 and recorded January 31, 2006 with the Berkshire County (Southern District) Registry of Deeds in Book 1674 Page 319, as further amended and modified by an amended and restated commercial mortgage security agreement and assignment of leases and rents dated December 21, 2015 and recorded December 23, 2015

with the Berkshire County (Southern District) Registry of Deeds in Book 2337 Page 203 (collectively the "Mortgage"), and the BUYER.

2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by Aaron Posnik & Company, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain real property located at 10 Maple Street, Great Barrington, Massachusetts, as more particularly described in the Mortgagee's Notice of Sale attached hereto as *Exhibit A* (the "Premises").
3. The successful bidder shall be subject to a 5% buyer premium.
4. The Premises shall be conveyed by a good and sufficient Foreclosure Deed, from the SELLER running to the BUYER, or Buyer's nominee, without covenants or warranty.
5. The Premises will be sold subject to and with the benefit of, inter alia, all restrictions, easements, improvements, leaseholds, tenancies, tenants, occupants, outstanding tax titles, municipal or other public taxes, condominium charges and other assessments, liens, or claims in the nature of liens, and existing encumbrances of record created prior to the Mortgage, having priority over the Mortgage or to which the Mortgage has of record been subordinated.
6. Any personal property located on the Premises are not included as a part of the sale and will not be conveyed to the BUYER.
7. Each party shall pay the costs of its own counsel or other professionals hired by such party. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction as well as all costs of recording and documentary stamps. In addition, BUYER shall be responsible for all costs relative to title examination, document preparation, and closing, as well as any real estate broker's commissions which may be due.
8. BUYER has this day purchased the Premises for the PURCHASE PRICE and has paid the deposit this day. The BALANCE DUE shall be paid in cash or by certified or bank check with no intervening endorsements, on or before August 20, 2018, at 3:00 PM at **COURTNEY, LEE & HAMEL, PC**.
9. The acceptance of the Foreclosure Deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.
10. If BUYER shall fail to fulfill BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be forfeited and retained by the SELLER as liquidated damages.
11. If the SELLER shall fail to fulfill SELLER'S agreements herein, all

deposits made hereunder shall be refunded to the BUYER and all obligations of all the parties hereto shall cease and shall be null and void. It is the specific intention of the parties that such refund of the BUYER'S deposit shall be the BUYER'S sole remedy at law or in equity for any default by the SELLER under this Agreement.

12. The BUYER acknowledges that BUYER may be unable to obtain title insurance for the Premises without the so-called creditors' rights exception if the title company concludes that the PURCHASE PRICE is not sufficient. The BUYER specifically acknowledges that the SELLER shall be under no duty to cause the title company to remove the creditors' rights exception from BUYER'S title policy.
13. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has it relied upon any warranties or representations, express or implied, not set forth in this Agreement, or in the legal advertisements of this sale. Specifically, the BUYER acknowledges that the SELLER has made no representations or warranties concerning the compliance of the Premises with any and all building, zoning, environmental or other laws or ordinances (federal, state or local) which may affect the BUYER'S use and/or enjoyment of the Premises. Additionally, any improvements on the Premises are sold "AS IS, WHERE IS" and there are no warranties expressed or implied.
14. The SELLER shall not be required to take any action or to comply with any law or municipal ordinances, orders or requirements noted in or issued by any departments of building, fire labor, health or other federal, state, county, municipal or other governmental agencies having jurisdiction over or affecting the Premises on the date hereof.
15. The BUYER acknowledges that the BUYER has been informed of the existence and the provisions of the so-called Massachusetts Lead Paint Statute, Massachusetts Chapter 111, Section 197 et seq., with respect to the removal of lead paint from residential premises occupied by a child or children under six years of age. The BUYER acknowledges that the SELLER has made no representation or warranty with respect to the presence or absence of lead paint in the Premises and the BUYER agrees that the responsibility and cost, if any, of complying with said statute shall be borne solely by the BUYER.
16. No adjustment shall be made for real estate taxes or other assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as the successful bidder shall take the Premises subject to all taxes, charges, assessments and liens due up to the date of delivery and recording of the foreclosure deed.
17. All deposits with SELLER hereunder shall be held in escrow in a non-interest-bearing account by COURTNEY, LEE & HAMEL PC, acknowledge that

Escrow Agent is SELLER'S counsel with respect to the transaction contemplated hereunder and may continue to represent SELLER, including without limitation in the event of any dispute arising in connection with this Agreement.

18. In the event of any dispute concerning this Agreement or the disposition of any deposits held hereunder, the Escrow Agent may turn over said deposits in any court of competent jurisdiction and thereby be relieved from any further liability respecting such deposit(s).
19. In the event of any dispute concerning the Foreclosure Sale, this Memorandum of Foreclosure Sale, or the disposition of the deposit held hereunder, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs and expenses incurred in connection with such dispute.
20. The BUYER hereby waives the right to trial by jury with respect to any dispute arising in connection with this Agreement or any matter related thereto.
21. It is hereby agreed that time is of the essence of this Agreement.
22. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and 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 cancelled, modified, or amended only by a written instrument executed by the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

EXECUTED on the date first above written.

SELLER:

BERKSHIRE BANK
(f/k/a successor by merger to Berkshire County Savings Bank)

Witness

By: _____
James E. Phelan, Vice President

BUYER:

Witness

FORECLOSURE DEED

Property: 10 Maple Street, Great Barrington, Massachusetts

BERKSHIRE BANK, (f/k/a successor by merger to Berkshire County Savings Bank) a Massachusetts banking corporation qualified to do business in the Commonwealth of Massachusetts, with a principal place of business of 24 North Street, Pittsfield, Massachusetts, present holder of a Mortgage given by **MICHAEL S. ROZOWICZ**, dated and recorded December 29, 1992 in the Berkshire County (Southern District) Registry of Deeds in Book 837, Page 71, as amended and modified by a first amendment to mortgage and security agreement dated December 4, 2003 and recorded December 5, 2003 with the Berkshire County (Southern District) Registry of Deeds in Book 1491 Page 101, as further amended and modified by a second amendment to mortgage and security agreement dated January 19, 2006 and recorded January 31, 2006 with the Berkshire County (Southern District) Registry of Deeds in Book 1674 Page 319, as further amended and modified by an amended and restated commercial mortgage security agreement and assignment of leases and rents dated December 21, 2015 and recorded December 23, 2015 with the Berkshire County (Southern District) Registry of Deeds in Book 2337 Page 203, by the power conferred by said Mortgage and every other power for _____ and NO/100 (\$ _____) **DOLLARS** paid, grants to _____ the premises conveyed by said mortgage.

EXECUTED AS A SEALED INSTRUMENT this ____ day of July 2018.

BERKSHIRE BANK
(f/k/a successor by merger to Berkshire County
Savings Bank)

By: _____
James E. Phelan, Vice President

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

July ____ 2018

Before me, _____, the undersigned notary public, personally appeared **JAMES E. PHELAN, VICE PRESIDENT, of Berkshire Bank** (f/k/a successor by merger to Berkshire County Savings Bank) and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

AFFIDAVIT OF SALE

I, **James E. Phelan, Vice President, of Berkshire Bank**, (f/k/a successor by merger to Berkshire County Savings Bank) (“**Seller**”) named in the foregoing Deed, make oath and that the principal, interest, and other obligations mentioned in the mortgage above referred to were not paid or tendered when due or prior to the sale and that the Seller caused to be published on June 29th, July 6th and July 13th in The Berkshire Eagle, a newspaper published or by its title page purporting to be published in Pittsfield, Berkshire County, Massachusetts and having a circulation in the City of Pittsfield, Massachusetts, a notice a true copy of which is attached hereto as *Exhibit A*.

Said Seller has complied with Massachusetts General Laws Chapter 244, Section 14, as amended, by mailing the required notices certified mail return receipt requested to the parties entitled to such noticed.

Pursuant to said notice, at the time and place therein appointed, on July 30, 2018 at 3:00 p.m. at the mortgaged premises, 10 Maple Street Great Barrington, Massachusetts, by public proclamation the public auction was held on July 30, 2018 pursuant to said notice said Seller sold the premises at public auction by Corey Fisher of Aaron Posnik – Auctioneers, a licensed auctioneer to _____ for
_____ 00/100 (\$ _____)
DOLLARS bid by public auction, with a mailing address of _____
_____, being the highest bid made therefore at said
auction.

Signed under the penalties of perjury as a sealed instrument this ____ day of July 2018.

BERKSHIRE BANK
(f/k/a successor by merger to Berkshire County Savings Bank)

By: _____
James E. Phelan, Vice President

COMMONWEALTH OF MASSACHUSETTS

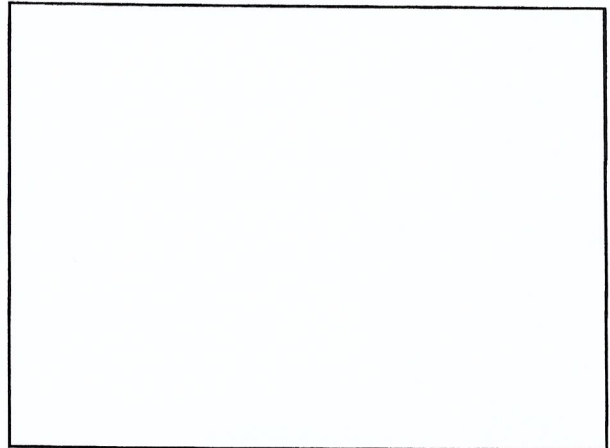
Berkshire, ss.

July ____ 2018

Before me, _____, the undersigned notary public, personally appeared **JAMES E. PHELAN, VICE PRESIDENT**, of **Berkshire Bank**, (f/k/a successor by merger to Berkshire County Savings Bank) and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public:
My Commission Expires:

Property Location: 10 Maple Street, Great Barrington, Massachusetts



For Registry Use

CERTIFICATE OF ENTRY

THE UNDERSIGNED HEREBY CERTIFY under oath that on the ___ day of July 2018, we were present and saw **JAMES E. PHELAN, Vice President**, on behalf of **BERKSHIRE BANK**, (f/k/a successor by merger to Berkshire County Savings Bank) a Massachusetts banking corporation qualified to do business in the Commonwealth of Massachusetts with a principal place of business at 24 North Street, Pittsfield, Massachusetts 01201, the present holder and mortgagee named in a certain mortgage given by **MICHAEL S. ROZOWICZ**, dated and recorded December 29, 1992 in the Berkshire Southern District Registry of Deeds in Book 837, Page 71, as amended and modified by a first amendment to mortgage and security agreement dated December 4, 2003 and recorded December 5, 2003 with the Berkshire County (Southern District) Registry of Deeds in Book 1491 Page 101, as further amended and modified by a second amendment to mortgage and security agreement dated January 19, 2006 and recorded January 31, 2006 with the Berkshire County (Southern District) Registry of Deeds in Book 1674 Page 319, as further amended and modified by an amended and restated commercial mortgage security agreement and assignment of leases and rents dated December 21, 2015 and recorded December 23, 2015 with the Berkshire County (Southern District) Registry of Deeds in Book 2337 Page 203 address of 10 Maple Street, Great Barrington, Massachusetts described in said mortgage, for the purpose, by he declared, of foreclosing said mortgage for breach of conditions thereof.

CERTIFIED and EXECUTED under oath and under SEAL this the ____
day of July 2018.

Witness: Corey J. Fisher

Witness: Thomas J. Hamel

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

July ____ 2018

Then personally appeared the above named Corey J. Fisher and Thomas J. Hamel, made oath that the above certificate by them subscribed is true, before me, _____, the undersigned notary public, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document and who swore to me that the contents of the document are truthful and accurate to the best of their knowledge and belief and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

PUBLIC AUCTION

• GREAT BARRINGTON, MASSACHUSETTS •

± 12,000 S/F

SINGLE STORY MORTON STYLE BUILDING

ON

± 2 ACRES OF LAND

"CLOSE PROXIMITY TO ALL AMENITIES"

10 MAPLE AVENUE

GREAT BARRINGTON, MASSACHUSETTS

TO BE SOLD ON THE PREMISES

MONDAY, JULY 30TH

AT 3:00 P.M.

FEATURES:

LAND:

- ± 2 Acres of Land • Paved Parking for ±85 Vehicles •
- ± 210' Linear Frontage on Maple Avenue • (2) Curb Cuts •
- Public Water & Sewer • Zoned: B-2 (General Business District) •
- Pole Lighting • Assessor's Map 22, Parcel 3A •

IMPROVEMENTS:

- Single Story Morton Style Building • ± 12,000 S/F of Area •
- (3) Medical Office Units • Several Gas Forced Warm Heat & A/C •
- Smoke, Fire & Burglar Alarms • Roof Heating Elements •
- (2) Small Foyer Areas (For Rear & Middle Units) •

FRONT UNIT (± 4,562 S/F):

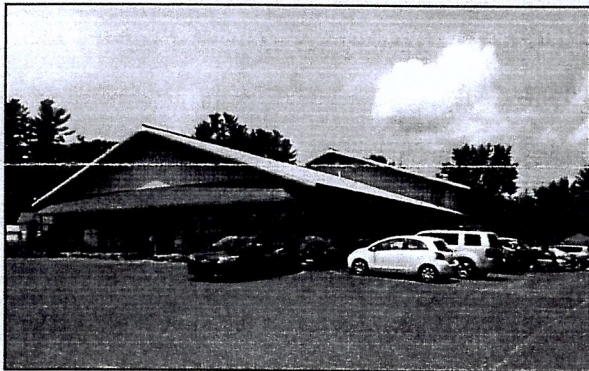
- Open Therapy Room • (3) Offices • (2) Lavatories •
- (6) Exam Rooms • Reception Area • Carpeted & Tile Floors •
- Exam Rooms have Cabinets & Single Sink •

MIDDLE UNIT (± 3,668 S/F):

- Treatment Area • Lab Area • Care Center • Bathrooms •

REAR UNIT (± 2,948 S/F):

- Medical Offices • Carpeted & Hardwood Floors •
- Fire Suppression System •



1% BROKER INCENTIVE OFFERED!!!

SALE PER ORDER OF MORTGAGEE

THOMAS J. HAMEL, ESQ.

Of the Firm of COURTNEY, LEE & HAMEL, P.C.
31 WENDELL AVENUE, PITTSFIELD, MA
ATTORNEY FOR MORTGAGEE

TERMS OF SALE:

\$50,000.00 INITIAL DEPOSIT CASH OR CERTIFIED CHECK.
DEPOSIT MUST BE INCREASED TO 10% OF
PURCHASE PRICE WITHIN 5 BUSINESS DAYS.
5% BUYERS PREMIUM APPLIES.
OTHER TERMS TO BE ANNOUNCED AT TIME OF SALE.

Aaron Posnik

AUCTIONEERS • APPRAISERS

MORTGAGEE SALE OF REAL ESTATE BY

PUBLIC AUCTION

• GREAT BARRINGTON, MASSACHUSETTS •

**± 12,000 S/F
SINGLE STORY/
MORTON STYLE BUILDING
ON
± 2 ACRES OF LAND**

**10 MAPLE AVENUE
GREAT BARRINGTON, MASSACHUSETTS**

To be sold on the Premises

MONDAY, JULY 30TH AT 3:00 P.M.

TERMS OF SALE:

\$50,000.00 INITIAL DEPOSIT CASH OR CERTIFIED CHECK.
DEPOSIT MUST BE INCREASED TO 10% OF
PURCHASE PRICE WITHIN 5 BUSINESS DAYS.
5% BUYERS PREMIUM APPLIES.
OTHER TERMS TO BE ANNOUNCED AT TIME OF SALE.

**SALE PER ORDER OF MORTGAGEE
THOMAS J. HAMEL, ESQ.**

Of the Firm of COURTNEY, LEE & HAMEL, P.C.
31 WENDELL AVENUE, PITTSFIELD, MA
ATTORNEY FOR MORTGAGEE

Aaron Posnik

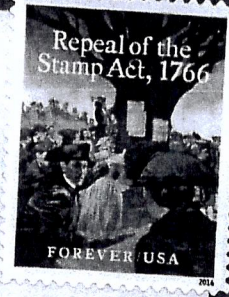


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Est. 1932

Aaron Posnik & Co., Inc.
31 Capital Drive • West Springfield, MA 01089
(413) 733-5238 (Fax) 731-5946

Aaron Posnik & Co., Inc.
P.O. Box 247 • Malvern, (Philadelphia) PA 19003
(610) 853-6655 (Fax) 853-6633



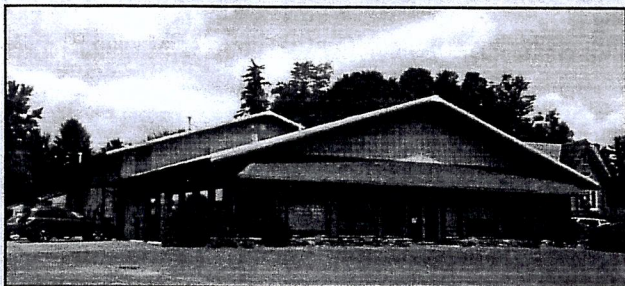
Aaron Posnik & Co., Inc.
31 Capital Drive
West Springfield, MA 01089

RETURN SERVICE REQUESTED

Attorney Thomas J. Hamel
Courtney, Lee & Hamel, PC
31 Wendell Avenue
Pittsfield, MA 01201

1% BROKER INCENTIVE OFFERED!!!

MONDAY, JULY 30TH AT 3:00 P.M. 10 MAPLE AVENUE GREAT BARRINGTON, MASSACHUSETTS



**± 12,000 S/F
SINGLE STORY/
MORTON STYLE BUILDING
ON
± 2 ACRES OF LAND
"CLOSE PROXIMITY TO ALL AMENITIES"**

TERMS OF SALE:

\$50,000.00 INITIAL DEPOSIT CASH OR CERTIFIED CHECK.
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(610) 853-6655 (Fax) 853-6633

LEASE

LEASE dated as of November 28, 2007, between MICHAEL S. ROZOWICZ of Clifton Park, New York, ("Landlord"), and BHS MANAGEMENT SERVICES, INC., a Massachusetts non-profit corporation with a principal place of business in Pittsfield, Massachusetts ("Tenant").

Landlord is the owner of land consisting of approximately 1.95 acres located at 10 Maple Avenue, Great Barrington, Massachusetts (the "Land") and the building located thereon consisting of 12,000 square feet (the "Building", and together with the Land, the "Premises"), more particularly described in deed dated April 4, 1986 and recorded with the Berkshire Southern District Registry of Deeds in Book 593, Page 111.

Tenant desires to lease from Landlord and Landlord desires to lease to Tenant the Premises on the terms and conditions set forth herein.

AGREEMENT

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. LEASE OF THE PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term specified in Section 2 and the Rental specified in Section 3, the Premises. Tenant shall have no right to enter or occupy the Premises until the Commencement Date except for reasonable inspections. Any entry prior to the Commencement Date, as hereinafter defined, shall be subject to the express written consent of Landlord and subject to all of the terms and provisions of this Lease; provided that no such early entry shall operate to change the Commencement Date or the Expiration Date provided for herein.

2. TERM.

2.1 Definitions. As used herein, the following terms shall have the meanings indicated:

2.1.1 "Allowed Use" shall mean an outpatient physical therapy use, doctor's office or other medical use deemed appropriate by Tenant and consistent with zoning.

2.1.2 "Commencement Date" shall mean the date of this Lease.

2.1.3 "Lease Year" shall mean: (a) the period of twelve (12) consecutive months commencing on February 1, 2008 and (b) each succeeding 12-month period.

2.1.4 "Partial Lease Year" shall mean (A) the period from the Rent Commencement Date to February 1, 2008 and (b) in the event of termination of this Lease on a date other than the last day of any Lease Year, the period from the commencement of the then current Lease Year in any year through the date of termination. For any Partial Lease Year, Rental (as defined in Section 3) shall be prorated on a per diem basis using a 365-day year.

2.1.5 "Rent Commencement Date" shall mean the earlier to occur of (a) a date upon which Tenant shall have received a certificate of occupancy for use of the Premises for the Allowed Use as set forth in a Notice of Rent Commencement substantially in the form of Exhibit A and (b) January 8, 2008.

2.2 Term. The initial term of this Lease (the "Initial Term") shall commence on the Rental Commencement Date and shall continue for four Lease Years. Upon notice to Landlord given at least 120 days prior to the expiration of the Initial Term or an Additional Term, as the case may be, Tenant shall have the right to extend this Lease for five additional terms of one Lease Year (an "Additional Term" and collectively the "Additional Terms"). As used herein, "Term" shall mean the Initial Term, and, if this Lease shall be extended, the Additional Term or Additional Terms, as the case may be.

3. RENTAL. Tenant shall pay Landlord Rental as follows (as used herein, "Rental" shall mean Basic Rental and Additional Rent as defined in this Lease):

3.1 Basic Rental. During the Term, commencing on the Rent Commencement Date, Tenant shall pay Landlord a fixed annual rental ("Basic Rental") which shall be payable in equal monthly installments in advance on the first day of each month as set forth below.

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>
Rent Commencement Date through end of fourth Lease Year	\$ 122,167.64	\$10,180.64
Each Lease Year during the Additional Terms	\$147,164.68	\$12,263.73

3.2 Insurance Premiums. During the Term, Tenant shall pay Landlord each year as Additional Rent, the total amount of insurance premiums for Landlord's Insurance (as defined in Section 6.2), which, unless sooner paid as provided herein, shall be paid within 15 days after Landlord shall give Tenant an invoice specifying the aforementioned Additional Rent due together with written copies of the bills rendered to Landlord or other appropriate evidence of the costs incurred shall.

3.3 No Abatement or Set-Off. Tenant shall pay the Basic Rental and the Additional Rent promptly as and when the same shall become due and payable, without demand therefor and without any abatement, deduction or set-off whatsoever, except as expressly provided in this Lease.

3.4 Additional Rent. In addition to the sums of money expressly designated herein as "Additional Rent", Tenant shall pay as "Additional Rent" all other sums of money or charges required to be paid by Tenant under this Lease, even if not so designated as "rent". If such amounts of charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as additional rent with the next installment of Basic Rental thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or limit any other remedy of Landlord.

3.5 Annual Retrofit Credit. The parties agree that the Basic Rental reflects a reduction in rental during the first Four Lease Years in order to credit Tenant for Tenant's Work (defined in Section 8.1) in the amount of \$24,997.04 per annum (the "Annual Retrofit Credit"). In the event that this Lease shall be terminated or cancelled prior to the expiration of the Fourth Lease Year, except due to a default by Tenant, Landlord shall pay to Tenant an amount equal to the Annual Retrofit Credit due from the date of termination or cancellation to the last day of the Fourth Lease Year.

4. UTILITIES; WATER AND SEWER CHARGES. Whether provided by any public or private utility, Tenant shall be solely responsible for and promptly pay all charges for heat, air conditioning, water, gas, electricity, telephone, fiber optics, sprinkler stand by water charges, sprinkler service requirements, sewer use rental or charges, and any other utility service used or consumed in the Premises, subject to the maintenance requirements as set forth in Section 10 of this Agreement. If required of Tenant, Tenant shall promptly, upon taking occupancy of the Premises, make all appropriate applications to the local utility companies and pay any required deposits for meter and/or service for such utility serving the Premises. Tenant shall purchase and receive electrical energy for the Premises directly from the applicable public utility.

5. TAXES.

5.1 Real Property Taxes. Landlord shall be responsible for payment of all real estate taxes assessed against the Premises; provided, however, that commencing with the Second Lease Year, Tenant shall pay to Landlord as Additional Rent an amount equal to one half of (a) the annual real estate taxes assessed by the Town of Great Barrington with respect to the Leased Premises minus (b) \$18,379.98.

5.2 Personal Property Taxes. During the Term, Tenant shall pay prior to delinquency all taxes assessed against and levied upon the furnishings, equipment and other personal property of Tenant contained in the Premises.

6. INSURANCE; MUTUAL WAIVER OF SUBROGATION; RISK OF LOSS.

6.1 Tenant's Insurance. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain with respect to the Premises and Tenant's personal property the following insurance ("Tenant's Insurance"): (a) comprehensive public liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 for any number of persons per occurrence for bodily injury, death or property damage and (b) fire and extended coverage insurance on Tenant's equipment, furniture and other personal property kept on the Premises. All policies issued pursuant to this Section 6.1 shall name Landlord as an additional insured and shall provide that such policies may not be canceled or altered without 10 days notice to Landlord. Upon request, a copy of the certificates of insurance shall be delivered by Tenant to Landlord.

6.2 Landlord's Insurance. During the Term, Landlord shall maintain the following insurance coverage ("Landlord's Insurance"): (a) fire and extended coverage insurance on the building including Tenant's Work and Tenant's Alterations (as defined in Section 8.2) at replacement cost and (b) comprehensive public liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury, death or property damage. For the avoidance of doubt, any insurance on Tenant's Work shall not include personal property owned by Tenant which shall be insured by Tenant pursuant to Section 6.1 above.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or the other party's successors and assigns) for loss or damage caused by fire or other casualty. Each insurance policy carried by Landlord on the Premises and insurance policy carried by Tenant on its property shall contain a provision by which the insurance company shall waive all rights of subrogation against the other party for loss or damage to the insured property. In the event that a waiver of subrogation provision is obtainable by a party only upon payment of an additional premium or fee by the insured party, then the other party shall either reimburse the insured party for the cost of the additional premium or fee therefor, or the insured party shall be relieved of its obligation to obtain such a waiver of subrogation provision.

6.4 Tenant's Risk of Loss. All of Tenant's property of any kind that may be on the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable to Tenant or any other persons for any injury, loss or damage to any persons or property on the Premises from causes other than Landlord's gross negligence. Landlord shall not be liable for any damage to persons or property by water, which may be sustained by reason of breakage, leakage, or obstruction of any pipes or other leakage in or about the Premises arising from causes other than Landlord's gross negligence.

7. **ACCESS TO THE PREMISES.** Landlord and its agents shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours, for the purpose of (a) examining the same and (b) making repairs to the Premises, pursuant to Section 10.3.1, after Tenant's failure to do so.

8. **TENANT'S WORK AND ALTERATIONS; TENANT'S PROPERTY; CONDITIONS TO LEASE.**

8.1 **Tenant's Work.** Tenant shall, at its cost and expense, shall construct the Tenant's improvements described on Exhibit B attached hereto ("Tenant's Work"), such construction and installation to be completed by contractors licensed to perform work in the Commonwealth of Massachusetts. Tenant's Work shall be done in a good and workmanlike manner without impairing the structural soundness of the building or the operation of the building's electrical, mechanical and life safety systems and in compliance with all applicable regulations. Tenant shall apply for and obtain, at its sole cost and expense, all permits, licenses and certificates (collectively "Approvals") necessary for the construction and installation of Tenant's Work. Landlord, without expense to itself, shall (a) cooperate with Tenant in securing Approvals for Tenant's Work, and (b) assist Tenant in securing a Certificate of Occupancy for the Premises upon the substantial completion of Tenant's Work.

8.2 **Tenant's Alterations.** After the completion of Tenant's Work, Tenant may make from time to time, at its expense, such further alterations, additions and improvements in and to the Premises which it may deem necessary or suitable for the conduct of business therein ("Tenant's Alterations") subject to approval of Landlord, which approval shall not be unreasonably withheld and in accordance with plans and specifications approved in advance by Landlord in accordance with this Section 8.2. Tenant shall make such alterations, additions, and improvements in a good and workmanlike manner without impairing the structural soundness of the building or the operation of the building's electrical, mechanical, and life safety systems and in compliance with all applicable regulations. Landlord, without expense to itself, shall cooperate with Tenant in securing approvals for Tenant's Alterations. Tenant shall deliver to Landlord two sets of all plans and specifications for Tenant's Alterations. Within 14 days after receipt of such plans and specifications, Landlord shall notify Tenant of the deficiencies, if any, in said plans and specifications that shall cause them to fail to meet Landlord's reasonable design criteria or construction requirements. Within 14 days after receipt of any such notice from Landlord, Tenant shall cause the plans and specifications to be revised in such manner as shall be required to obtain Landlord's approval and shall submit the revised plans and specifications to Landlord. When Landlord shall determine that the plans and specifications, or the revisions thereof, as the case may be, shall conform to Landlord's reasonable design criteria and construction requirements, Landlord shall indicate its approval by initialing one counterpart thereof and returning such counterpart to Tenant. The plans and specifications initialed and returned by Landlord shall become the "Final Plans and Specifications". In the event that Landlord shall fail to either approve or reject any plans and specifications, or revisions thereof, within 14 days after submission by Tenant, such plans and specifications, or revisions thereof, shall be deemed approved by

Landlord and shall become the Final Plans and Specifications. No changes shall be made to the Final Plans and Specifications without the prior approval of Landlord in accordance with the procedures set forth in this Section 8.2:

8.3 Landlord's Improvements. All fixtures (excepting Tenant's trade fixtures), equipment comprising building systems (included but not limited to: HVAC Equipment, Mechanical Systems as defined in Section 10.3.1, and water and sewer systems), improvements, installations (except for movable partitions as set forth below) and appurtenances attached to or built into the Premises at the commencement or during the term of this Lease, whether by Landlord at its own expense or at the expense of Tenant, excepting, however, personal property of the Tenant as described in Section 8.4 below; shall be and remain a part of the Premises, shall be deemed the property of Landlord and shall not be removed by Tenant.

8.4 Tenant's Property. All movable partitions, trade fixtures, machinery, equipment used in connection with the Tenant's business, furniture and other personal property owned by Tenant and located at, on or in the Premises (collectively, "Tenant's Property") shall remain the property of Tenant and shall be removed by Tenant upon the termination or earlier expiration of this Lease. If removal of any of Tenant's Property shall damage any part of the Premises or the Property, Tenant shall repair such damage at Tenant's expense. Any improvements for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to be Tenant's Property to the extent that such allowance or credit has been received by Tenant.

8.5 Landlord's Work. Prior to the Rental Commencement Date, Tenant shall install, on Landlord's behalf, a new HVAC system (the "HVAC Work") substantially as described on Exhibit C attached, which HVAC Work shall meet all Massachusetts Department of Public Health ("DPH") regulations, at a cost not to exceed \$100,000. Upon completion, the cost of the HVAC Work (the "HVAC Cost") shall be paid by Tenant on Landlord's behalf and Tenant shall provide Landlord with reasonable documentation of the HVAC Cost. Landlord shall deliver to Tenant a promissory note in the amount of the HVAC Cost (the "HVAC Note"). Payments under the HVAC Note shall be amortized over a 15-year term and shall bear interest at the rate of 7% per annum. During the Term of this Lease, monthly payments under the HVAC Note shall be paid by Landlord to Tenant in the form of a credit against Rental. At the expiration or other termination of this Lease, any balance outstanding under the HVAC Note shall become immediately due and payable by Landlord to Tenant. Landlord shall not assign or endorse the HVAC Note without the prior written consent of Tenant.

8.6 Tenant's Work and Tenant Alterations. Any expansion for the Allowed Use in the Premises as a result of Tenant's Work and Tenant Alteration shall be at Tenant's expenses and shall not result in any change to the Rental.

8.7 Conditions to Lease. Tenant's performance under this Lease shall be conditioned on and subject to receipt of (1) a building permit and any other approvals

necessary for the use of the Premises for the Allowed Use and performance of Tenant's Work and (2) all necessary DPH approvals (collectively, the "Approvals"). This contingency shall expire on a date that shall be 90 days from the date of this Agreement. If Tenant shall fail to obtain such approvals, or if such approvals are not satisfactory to Tenant, in Tenant's sole and exclusive opinion, Tenant have the right to cancel this Lease following notice given to Landlord and this Lease shall be null and void and of no further effect. Tenant may, at any time, waive this contingency.

9. MECHANICS' LIENS. If any mechanics' or materialmen's lien shall be filed against the Property as a result of any work or act of Tenant, Tenant shall discharge the lien within 20 days after the filing of the lien. If Tenant shall fail to discharge the lien as required by this Section 9, Landlord shall be entitled to bond or pay the lien or claim for the account of the Tenant, without inquiring into the validity thereof, and all costs incurred by Landlord to bond or pay to discharge the lien shall be paid by Tenant upon demand and shall be treated in the same manner as rent in arrears.

10. COMPLIANCE WITH LAW; MAINTENANCE; ETC. Tenant hereby covenants and agrees that:

10.1 Compliance with Law. Tenant shall (a) maintain the Premises, at Tenant's own expense, in compliance with all permits, statutes, ordinances, by-laws, rules and regulations of all governmental agencies having jurisdiction thereon, and (b) obtain, at Tenant's own expense, every permit, license or certificate required for operation of the Premises by any governmental agency having jurisdiction thereon.

10.2 Environmental Matters. Without limiting any of the provisions of Section 10.1, Tenant shall not "release" or cause any unlawful "threat of release" on the Premises of any "hazardous materials" or "oils", as such terms are defined in the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Chapter 21E of Massachusetts General Laws, as amended ("Chapter 21E").

10.3 Maintenance and Repair.

10.3.1 Tenant's Obligations. With the exception of Structural Repairs (as defined in Section 10.3.2), Tenant shall, at Tenant's own expense, (a) make all necessary interior repairs in and to the Premises, (b) make any and all replacements of plate, door, window and any other glass (with glass of the same kind and quality), whether interior or exterior, which shall become broken by any means whatsoever provided that at the time that Tenant shall commence occupancy, all windows shall be in proper, move in condition, including, without limitation, with proper seals and weather stripping installed at Landlord's expense, (c) make any and all repairs to the Mechanical Systems (as defined herein) located inside the Building, (d) perform the maintenance work, and make all other repairs to the Premises, which shall be necessary to keep the Premises in good repair and tenantable condition, reasonable and ordinary wear and tear and damage by fire and other casualty

excepted, (e) keep the Property's parking areas (the "Parking Areas") free of litter and other debris, (f) not permit, suffer or commit any waste of, or nuisance on, the Premises, (g) not permit any act or thing to be done on the Premises which may void any insurance carried by Landlord on the Property, and (h), upon expiration of the Term or earlier termination of this Lease, vacate the Premises, remove all Tenant's goods and effects and leave the Premises in good repair and tenable condition, reasonable and ordinary wear and tear, and damage by fire and other casualty excepted. If Tenant shall fail to perform maintenance or make repairs as required by this Section 10.3.1 within 20 days after Landlord shall give Tenant a notice demanding that such maintenance be performed or repairs be made, Landlord shall be entitled to perform such maintenance or make such repairs and all reasonable costs incurred by Landlord to perform such maintenance or make such repairs shall be paid by Tenant upon demand and shall be treated in the same manner as rent in arrears. During the Term, Tenant shall maintain, at Tenant's expense, a maintenance service contract with a mechanical contracting firm chosen by Tenant for the routine maintenance of the heating, ventilation and air conditioning systems servicing the Premises (the "HVAC Contract"). If Tenant shall at any time fail to maintain the HVAC Contract, Landlord shall be entitled to maintain the HVAC Contract and the reasonable cost incurred by Landlord for the HVAC Contract shall be paid by Tenant on demand and shall be treated in the same manner as rent in arrears. As used herein, "Mechanical Systems" shall mean heating, ventilating and air conditioning systems and plumbing (excluding water and sewer), sprinkler and electrical systems.

10.3.2 Landlord's Obligations. Within 15 days following the Commencement Date, Landlord shall, at Landlord's expense, have performed an independent assessment of and make all necessary repairs to the roof and foundation of the building. During the Term, Landlord shall, at Landlord's expense, make all necessary repairs and replacements to the roof, foundation, exterior walls and load-bearing walls of the Building ("Structural Repairs") and shall make any and all repairs to water and sewer lines servicing the Premises located outside the Building. If Landlord shall fail to make repairs and replacements as required by this Section 10.3.2 within 20 days after Tenant shall give Landlord a notice demanding that such repairs and replacements be made, Tenant shall be entitled to make such repairs and replacements and all reasonable costs incurred by Tenant to make such repairs and replacements shall be paid by Landlord upon demand. If Landlord shall refuse to reimburse Tenant for the reasonable costs of such repairs and replacements, Tenant shall have the right to deduct such costs from the next payments of Rental due.

10.4 Tenant Indemnification. Tenant shall indemnify and hold Landlord harmless from and against all costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees), arising out of or based upon (a) the operation of the Premises, (b) damage to property or injury to persons occurring on or about the Premises, including the entrances thereto, unless caused by Landlord's gross negligence, (c) the repair, alteration or maintenance of the Premises required to be performed by Tenant as provided in Section 10.3.1, (d) failure to repair and maintain the Premises as provided in Section 10.3.1, (e) any claimed or actual breach or violation of any of the provisions of Section 10.2 by Tenant or the employees, agents, contractors or invitees of Tenant, (f) any "release" or "threat of release" of

"hazardous materials" or "oils" (as such terms are defined in Chapter 21E) occurring on the Premises during the Term, or (g) a breach or default by Tenant under any provision of this Lease (including, without limitation, any failure by Tenant to maintain the insurance coverages required by Section 6.1). The provisions of this Section 10.4 shall survive the expiration or other termination of the Term.

10.5 Landlord Indemnification. Landlord shall indemnify and hold Tenant harmless from and against all costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees), arising out of or based upon (a) the operation of the Premises prior to the Commencement Date, (b) damage to property or injury to persons occurring on or about the Premises, including the entrances thereto caused by Landlord's omission, fault, negligence or other misconduct, (c) the repair, alteration or maintenance of the Premises required to be performed by Landlord as provided in Section 10.3.2, (d) any "release" or "threat of release" of "hazardous materials" or "oils" (as such terms are defined in Chapter 21E) occurring on the Premises prior to the Commencement Date or after the Commencement Date and caused by Landlord's omission, fault, negligence or other misconduct, or (e) a breach or default by Landlord under any provision of this Lease (including, without limitation, any failure by Landlord to maintain the insurance coverages required by Section 6.2). The provisions of this Section 10.5 shall survive the expiration or other termination of the Term.

11. DESTRUCTION BY FIRE OR OTHER CASUALTY. In the event that:

(a) the Premises shall be damaged by fire or other casualty to the extent of seventy-five percent (75%) or more of the cost of replacement thereof;

(b) the Premises shall be damaged as the result of a risk which shall not be insured under Landlord's Insurance;

(c) the Premises shall be damaged in whole or in part during the last year of the Term; or

(d) seventy-five percent (75%) or more of the floor area (exclusive of storage areas) or the façade of the Building shall be damaged by fire or any other casualty or occurrence notwithstanding the fact that the Premises may not be so damaged;

then, in any such event (referred to herein as "Substantial Damage"), either Landlord or Tenant shall have the right to terminate this Lease by notice given to the other party within 90 days after such Substantial Damage; and upon the date specified in such notice (which date shall not be less than 30 days after the giving of said notice), this Lease shall terminate, Tenant shall vacate and surrender the Premises to Landlord, and all insurance proceeds payable on the building shall be applied first to refund to Tenant any Rental paid for any period subsequent to such Substantial Damage, second to refund Tenant for all amounts expended to construct Tenant's Work or Tenant's Alterations and the balance of such proceeds shall belong to Landlord. If the Lease is not so terminated, then Landlord shall, promptly at its own expense,

cause the Premises to be restored (including Tenant's Work and Tenant's Alterations) as nearly as possible to the condition they were in prior to the Substantial Damage. During the restoration period, Rental shall be abated until such restoration shall be completed. If Landlord's restoration shall not be completed to a sufficient extent to enable Tenant to occupy the Premises within 240 days after such Substantial Damage, Tenant shall be entitled to terminate this Lease on notice to Landlord. In the event that the Premises shall be damaged but neither the Premises nor the building shall be damaged to the extent of Substantial Damage, Landlord shall, promptly at its own expense, take all steps necessary to restore the Premises (including Tenant's Work and Tenant's Alterations) as nearly as possible to the condition they were in prior to the damage and (2) there shall be a reduction of Rental to the extent the Premises are not restored for the period for which they remain unrestored. Such reduction shall be in an amount determined by dividing the then Rental by the number of square feet in the Premises and multiplying the quotient by the number of square feet in the unrestored portion of the Premises.

12. EMINENT DOMAIN.

12.1 Total Condemnation. If the whole of the Premises or a portion thereof shall be taken by any public or quasi-public authority under any statute or by right of eminent domain or by private purchase, in lieu thereof, rendering the Premises unsuitable for Tenant's continued occupancy for the purposes and uses for which the Premises are leased, this Lease shall terminate as of the date that Tenant shall be dispossessed from the Premises, or any portion thereof.

12.2 Partial Condemnation. If any portion of the Premises shall be so taken and the remaining part thereof shall be reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the Premises are leased, this Lease shall terminate, as to the part so taken, as of the date that Tenant shall be dispossessed from such part and the Basic Rental shall be reduced in the same proportion that the floor area, if any, of the portion of the Premises so taken bears to the original floor area of the Premises. Landlord shall, at its own cost and expense, make all necessary repairs or alterations so as to make the remaining portion of the Building a complete architectural unit. Landlord shall not be required to spend for such repairs or alterations any amount in excess of the amount received by Landlord as damages for the taking of such part of the Premises.

12.3 Disposition of Proceeds. All damages awarded for such taking under the power of eminent domain whether for the whole or a portion of the Premises shall belong to and be the property of Landlord and Tenant, with Tenant's portion being that amount necessary to reimburse Tenant for the actual cost of Tenant's Work, Tenant's Alterations and any unpaid amounts due for the HVAC Cost. Tenant shall further have the right to claim and recover directly from the condemning authority such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right, on account of any cost or loss incurred by Tenant for Tenant's Work, Tenant's Alterations, the HVAC Cost or in removing Tenant's furniture, fixtures, leasehold improvements and equipment.

13. ASSIGNMENT; SUBLETTING. Tenant shall not, without the prior consent of Landlord, which consent shall not be unreasonably withheld, assign, sell, mortgage, pledge, or in any manner transfer this Lease or its interest therein provided, however, that no consent shall be required for assignment to an affiliate of Tenant. Following thirty (30) days prior written notice to Landlord, Tenant shall have the right to sublet all or a portion of the Premises at any time during the Term. For the avoidance of doubt, notwithstanding such notice, any such subletting is not subject to, and Tenant shall not be required to obtain, consent of Landlord for such subletting. No consent to any assignment or in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in the case of any other assignment. The acceptance by Landlord of any payment due hereunder from anyone other than Tenant or any reference in this Lease to any subtenant shall not be construed as consent by Landlord to any assignment or by Tenant nor grant to Tenant the right to permit anyone to occupy any portion of the Premises except as otherwise expressly provided in this Lease.

14. ATTORNMEN; SUBORDINATION.

14.1 Attornment. In the event of (a) a sale, transfer or assignment of Landlord's interest in the Property, or (b) any proceedings are brought for the foreclosure of, or for the exercise of any power of sale under, any mortgage made by Landlord covering the Property or any part thereof, Tenant agrees to attorn to and to recognize such transferee, purchaser or mortgagee as Landlord under this Lease.

14.2 Subordination. Upon notice from Landlord, Tenant agrees to execute, acknowledge and deliver an agreement subordinating this Lease to any mortgage or deed of trust that is now or may hereafter be placed upon the Premises and to any and all advances made or to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgage or trust deed shall agree to recognize the validity of this Lease in the event of foreclosure if Tenant is not in default hereunder.

15. HOLDOVER. Should Tenant remain in possession of the Premises after the expiration of the Term, such holding over shall be deemed to have created and construed to be a tenancy from month to month on the terms and conditions set forth in this Lease, except that, during any period of such holdover, Tenant shall be obligated to pay 150% of the Rental set forth in this Lease prorated for the holdover period.

16. DEFAULT; REMEDIES.

16.1 Definition. For purposes of this Section 16, a "Default" shall mean:

(a) default in the payment of Rental or other costs to be paid by Tenant, if such default shall continue for seven days;

(b) any other default by Tenant under this Lease if such default shall continue for a period of 30 days after default notice from Landlord to Tenant; provided, however, if Tenant could not with reasonable diligence cure such default within said 30-day period but shall have commenced in good faith curing such default within such 30-day period, and proceeded with reasonable diligence, Tenant shall have a reasonable time to cure such default not exceeding ninety (90) days after default notice from Landlord to Tenant.

16.2 Remedies. In the event (A) of any Default under this Lease, (B) the estate hereby created in Tenant shall be taken by process of law, (C) Tenant shall file a voluntary petition in bankruptcy, (D) any involuntary petition initiating a bankruptcy proceeding shall be filed against Tenant and shall not be dismissed within 60 days, (E) Tenant shall make an assignment for the benefit of creditors or take the benefit of any insolvency law, or (F) a receiver shall be appointed for Tenant (any Default and the occurrence of any of the events referred to in paragraphs (B) through (F) of this Section 16 being hereinafter referred to as an "Event of Default"), then Landlord shall have all of the following rights:

(i) To collect or bring an action for the whole Rental or such part thereof as aforesaid, as being rent in arrears or file proofs of claim in any bankruptcy or insolvency proceedings for such Rental, or institute any other proceedings to enforce payment thereof.

(ii) To re-enter and repossess the Premises or any part thereof and attempt to relet all or any part of the Premises for the account of Tenant for such rental and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including a term beyond the termination of this Lease, and Landlord shall not be required to accept any tenant offered by Tenant or observe any instructions given by Tenant about such reletting. Any sums collected by Landlord from any new tenant shall be credited against the balance of the Rental due hereunder as aforesaid.

17. SIGNS. Tenant shall obtain all permits and approvals necessary for any signs. All such signs shall be removed by Tenant upon the expiration or earlier termination of this Lease, unless otherwise agreed by Landlord and Tenant. Upon Tenant's removal of any such signs, Tenant shall repair the Premises to the condition they were in prior to the erection or affixation of such signs.

18. NON-WAIVER. The failure on the part of Landlord to act upon a breach of any of the covenants or agreements in this Lease shall in no way constitute a waiver of the rights of Landlord to act upon such breach at any time, in the future or to act upon any other or future breach of Tenant. Any and all rights and remedies created for Landlord herein shall be cumulative and the use of one remedy shall not be taken to exclude the right to use any other.

19. SEVERABILITY. If any provision of this Lease shall be deemed invalid or unenforceable, the balance of this Lease shall remain in effect, and if any provision shall be

deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

20. **LANDLORD AND TENANT RELATIONSHIP.** It is understood and agreed that Landlord shall never be treated as a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business or otherwise; it is understood that the relationship is and at all times shall remain that of Landlord and Tenant.

21. **INTEGRATION; MODIFICATION.** This Lease contains a complete statement of all representations, warranties, covenants and agreements by and between the parties with respect to the Premises and cannot be modified except by written agreement signed by both Landlord and Tenant.

22. **SUCCESSORS.** This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns, but shall not be assignable by Tenant except as provided in Section 13.

23. **GOVERNING LAW; EFFECT.** This Lease shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.

24. **RECORDING.** Neither party shall record this Lease.

25. **NOTICE.** Any notice, approval, invoice, consent or other communication under this Agreement shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered or certified mail, return receipt requested or (3) sent by overnight mail or courier service to the parties at the addresses indicated below (or at such other address as a party may specify by notice to the others pursuant hereto). Notice given by a party's counsel shall be considered notice given by that party.

(a) If to Landlord, to it at:

Michael S. Rozowicz
PO Box 316
461 Route 146
Clifton Park, NY 12065

(b) If to Tenant, to it c/o:

BHS Management Services, Inc.
Attn: Anthony Rinaldi
29 Lewis Avenue
Great Barrington, MA 01230

(c) In each case, with a copy to:

Lombardi, Walsh, Wakeman, Harrison,
Amodeo & Davenport, P.C.
111 Winners Circle
Albany, NY 12205

and

Attorney Vicki S. Donahue
Cain Hibbard Myers & Cook, PC
66 West Street
Pittsfield, MA 01201

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APR-21-2008 MON 03:18 PM LOMBARDI WALSH
NOV-28-2007 WED 01:00 PM LOMBARDI WALSH

FAX NO. 5184382471
FAX NO. 5184382471

Signed and sealed on the date first above written.



MICHAEL S. RÓZOWICZ

BHS MANAGEMENT SERVICES, INC.

By _____
Name: _____
Title: _____

IDS/9/01/297/001176/348-022/3362471

Signed and sealed on the date first above written.

MICHAEL S. ROZOWICZ

BHS MANAGEMENT SERVICES, INC.

By *Adam Rodwin*
Name: *Adam Rodwin*
Title: *CEO*

FIRST AMENDMENT TO LEASE

FIRST AMENDMENT TO LEASE (this "Amendment") dated as of February 1, 2012, between Michael S. Rozowicz ("Landlord"), and BHS Management Services, Inc. ("Tenant").

PRELIMINARY STATEMENT

Landlord and Tenant are parties to Lease dated as of November 23, 2007, as affected by Notice of Rent Commencement dated as of January 8, 2008 (collectively, the "Lease"). Pursuant to Section 2.2, Tenant has the right to extend the Lease for five Additional Terms. Tenant wishes to extend the Lease for a first Additional Term running from February 1, 2012, through January 31, 2013, and to amend the Lease upon the terms and conditions set forth in this Amendment. Terms used with initial capital letters in this Amendment, but not defined herein, shall have the meanings set forth in the Lease.

AGREEMENT

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM. Tenant and Landlord hereby agree the Lease is hereby extended for a first Additional Term commencing on February 1, 2012, and ending on January 31, 2013.
2. RENTAL. Section 3 of the Lease is hereby amended by revising the Basic Rental for each Lease Year during each Additional Term to read as follows:

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>
Each Lease Year during the Additional Terms	\$ 122,167.64	\$10,180.64

Notwithstanding the foregoing, Tenant shall have the right to continue to apply credits against the Basic Rental of amounts due under the HVAC Note in the manner provided in Section 8.5 of the Lease.

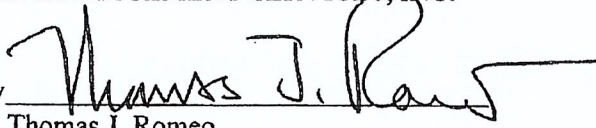
3. EFFECT. Except as modified by this Amendment, all of terms of the Lease shall remain in full force and effect.
4. GOVERNING LAW. This Amendment shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.

5. COUNTERPARTS; FACSIMILE SIGNATURE. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures hereon shall for all purposes be considered original signatures.

Signed and sealed as of the date first written above.

MICHAEL S. ROZOWICZ

BHS MANAGEMENT SERVICES, INC.

By 
Thomas J. Romeo

Apr. 6. 2012 4:28PM ISGOOD

5. COUNTERPARTS; FACSIMILE SIGNATURE. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures hereon shall for all purposes be considered original signatures.

Signed and sealed as of the date first written above.



MICHAEL S. ROZOWICZ

BHS MANAGEMENT SERVICES, INC.

By Thomas Romeo
Thomas J. Romeo

Digitally signed by Thomas Romeo
DN: cn=Thomas Romeo, o=Berkshire Health
Systems, ou=Fac. Dev. Mgmt,
email=TRomeo@bhs1.org, c=US
Date: 2012.04.17 08:35:27 -0400'

601175/0400-043/589919

SECOND AMENDMENT TO LEASE

SECOND AMENDMENT TO LEASE (this "Amendment") dated December __, 2016, between Michael S. Rozowick ("Landlord"), and BHS Management Services, Inc. ("Tenant").

PRELIMINARY STATEMENT

Landlord and Tenant are parties to a Lease dated as of November 30, 2007, as affected by Notice of Rent Commencement dated as of January 8, 2008 and various extension letters, and amended by First Amendment to Lease dated as of February 1, 2012 (as so affected and amended, the "Lease"). Terms used with initial capital letters in this Amendment, but not defined herein, shall have the meanings set forth in the Lease.

The Term of the Lease expires on January 31, 2017. The parties have agreed to amend the Lease to (a) extend the Term for an additional three Lease Years and (b) provide Tenant with three options to renew the Lease for one Lease Year each.

The parties are entering into this Amendment to provide for such extension and options to renew and make certain other amendments to the Lease.

AGREEMENT

IT IS THEREFORE AGREED AS FOLLOWS:

1. **TERM.** The Term of the Lease is hereby extended for a period of three Lease Years, commencing February 1, 2017 and ending on January 31, 2020 (the "Extension Term"). Upon notice to Landlord given at least 90 days prior to the expiration of the Extension Term or an Additional Term, as the case may be, Tenant shall have the right to extend the Lease for three Additional Terms of one Lease Year each.

2. **RENTAL.** Section 3 of the Lease is hereby amended to set forth the following Basic Rental for the Extension Term and each Additional Term (if so elected by Tenant):

Period	Annual	Monthly
Extension Term (February 1, 2017 – January 31, 2020)	\$135,606.12	\$11,300.51
First Additional Term (February 1, 2020 – January 31, 2021)	\$138,996.24	\$11,583.02
Second Additional Term (February 1, 2021 – January 31, 2022)	\$142,471.20	\$11,872.60
Third Additional Term (February 1, 2022 – January 31, 2023)	\$146,032.92	\$12,169.41

Tenant shall have the right to continue to apply as credits against the Basic Rental amounts due under the HVAC Note as provided in Section 8.5 of the Lease.

3. HVAC NOTE

3.1 The parties agree that in consideration of the extension of the Lease as set forth herein, the HVAC Note shall be amended effective February 1, 2017 to reduce the interest rate payable under the HVAC Note to 3% and to revise the amortization on said HVAC Note. Accordingly, the payment schedule for the HVAC Note effective February 1, 2017 shall be as set forth on the revised amortization schedule attached hereto as Exhibit A.

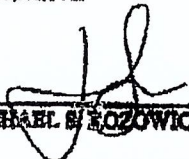
3.2 If Tenant shall not exercise its option to extend the Lease following the expiration of the Extension Term, Tenant shall forgive the then remaining balance due on the HVAC Note as of the date of expiration.

4. **EFFECT.** Except as modified by this Amendment, all of terms of the Lease shall remain in full force and effect.

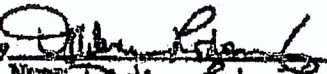
5. **GOVERNING LAW.** This Amendment shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflict or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.

6. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures hereon shall for all purposes be considered original signatures.

Signed and sealed as of the date first written above.


MICHAEL S. KOZOWICZ

BHS MANAGEMENT SERVICES, INC.

By 
Name: Darlene Rodaniche
Title: Ops + Financial Officer

Rozowicz Lease Extension

Lease Year	Annual Rental	Monthly Rental	Less Revised HVAC credit to BHS Annual/Monthly	Net Annual Rental/ Net Monthly Rate
2/1/16 - 1/31/17 Current Term	\$122,167.64	\$10,180.64	\$10,723.44/\$893.62	\$111,444.20/ \$9,287.02
2/1/17 - 1/31/20 New Term (3 yrs)	\$135,606.08 11% increase	\$11,300.51	\$10,467.14/\$833.37	\$125,605.68/ \$10,467.14
2/1/20 - 1/31/21 (First 1-year extension)	\$138,996.23 2.5% increase	\$11,583.02	\$10,749.65/\$833.37	\$128,995.80/ \$10,749.65
2/1/21 - 1/31/22 (Second 1-year extension)	\$142,471.14 2.5% increase	\$11,872.60	\$11,039.23/\$833.37	\$132,470.76/ \$11,039.23
2/1/22 - 1/31/23 (Third 1-year extension)	\$146,032.92 2.5% increase	\$12,169.41	\$11,336.04/\$833.37	\$136,032.48/ \$11,336.04

Notes:

1. Lease renewal for (6) six years; with initial 3 year term ("New Term") followed by (3) three one year renewal options, to be exercised 90 days before the anniversary date commencement of 2/1/20, 2/1/22 and 2/23.
2. The terms above will constitute the new monthly lease payment amounts over the life of the Lease Extension.

{USD/11760400-43/00717080.3}

Condor Building
HVAC Note Amortization Schedule

EXHIBIT A

Interest Rate 6.0%
Term in Months 72
Principal Amount \$ 51,981.64
Monthly amortization \$833.37

		Principal	Interest	Amortization	Balance
1	2/1/2017	833.37		833.37	61,128.27
2	3/1/2017	820.84	218.03	833.37	50,507.93
3	4/1/2017	824.92	210.45	833.37	49,885.01
4	5/1/2017	826.52	207.86	833.37	49,259.48
5	6/1/2017	828.12	205.28	833.37	48,631.37
6	7/1/2017	830.74	202.83	833.37	48,000.63
7	8/1/2017	833.37	200.00	833.37	47,367.26
8	9/1/2017	836.01	197.36	833.37	46,731.25
9	10/1/2017	838.66	194.71	833.37	46,092.58
10	11/1/2017	841.32	192.05	833.37	45,451.27
11	12/1/2017	843.99	189.38	833.37	44,807.28
12	1/1/2018	846.67	186.70	833.37	44,160.61
13	2/1/2018	849.37	184.00	833.37	43,511.24
14	3/1/2018	852.07	181.30	833.37	42,859.17
15	4/1/2018	854.78	178.58	833.37	42,204.38
16	5/1/2018	857.52	175.86	833.37	41,546.88
17	6/1/2018	860.28	173.11	833.37	40,886.80
18	7/1/2018	863.01	170.38	833.37	40,223.59
19	8/1/2018	865.77	167.60	833.37	39,557.82
20	9/1/2018	868.55	164.82	833.37	38,889.27
21	10/1/2018	871.33	162.04	833.37	38,217.64
22	11/1/2018	874.13	159.24	833.37	37,543.81
23	12/1/2018	876.94	156.43	833.37	36,868.87
24	1/1/2019	879.78	153.61	833.37	36,191.11
25	2/1/2019	882.59	150.78	833.37	35,504.82
26	3/1/2019	885.43	147.94	833.37	34,819.08
27	4/1/2019	888.29	145.08	833.37	34,130.80
28	5/1/2019	891.18	142.21	833.37	33,439.84
29	6/1/2019	894.04	139.33	833.37	32,745.80
30	7/1/2019	896.93	136.44	833.37	32,048.67
31	8/1/2019	899.83	133.54	833.37	31,348.84
32	9/1/2019	902.75	130.62	833.37	30,646.09
33	10/1/2019	905.69	127.68	833.37	29,940.41
34	11/1/2019	908.62	124.75	833.37	29,231.79
35	12/1/2019	911.57	121.80	833.37	28,520.22
36	1/1/2020	914.54	118.83	833.37	27,805.88
37	2/1/2020	917.51	115.88	833.37	27,088.17
38	3/1/2020	920.50	112.87	833.37	26,367.87
39	4/1/2020	923.50	109.87	833.37	25,644.17
40	5/1/2020	926.52	106.85	833.37	24,917.65
41	6/1/2020	929.55	103.82	833.37	24,188.10
42	7/1/2020	932.59	100.78	833.37	23,455.61
43	8/1/2020	935.64	97.73	833.37	22,719.87
44	9/1/2020	938.70	94.67	833.37	21,981.17
45	10/1/2020	941.78	91.59	833.37	21,239.39
46	11/1/2020	944.87	88.50	833.37	20,494.62
47	12/1/2020	947.98	85.39	833.37	19,746.84
48	1/1/2021	951.09	82.28	833.37	18,995.45
49	2/1/2021	954.22	79.18	833.37	18,241.23
50	3/1/2021	957.36	76.01	833.37	17,483.87
51	4/1/2021	960.52	72.85	833.37	16,723.35
52	5/1/2021	963.69	69.68	833.37	15,959.65
53	6/1/2021	966.87	66.50	833.37	15,192.79
54	7/1/2021	970.07	63.30	833.37	14,422.72
55	8/1/2021	973.28	60.09	833.37	13,649.44
56	9/1/2021	976.50	56.87	833.37	12,872.84
57	10/1/2021	979.73	53.64	833.37	12,093.21
58	11/1/2021	982.98	50.39	833.37	11,310.23
59	12/1/2021	986.24	47.13	833.37	10,523.99
60	1/1/2022	989.52	43.85	833.37	9,734.47
61	2/1/2022	992.81	40.56	833.37	8,941.88
62	3/1/2022	996.11	37.28	833.37	8,146.56
63	4/1/2022	999.43	33.94	833.37	7,348.12
64	5/1/2022	1002.76	30.61	833.37	6,546.39
65	6/1/2022	1006.11	27.26	833.37	5,732.25
66	7/1/2022	1009.46	23.91	833.37	4,927.78
67	8/1/2022	1012.84	20.53	833.37	4,114.86
68	9/1/2022	1016.22	17.15	833.37	3,298.73
69	10/1/2022	1019.63	13.74	833.37	2,478.10
70	11/1/2022	1023.04	10.33	833.37	1,656.08
71	12/1/2022	1026.47	6.80	833.37	829.58
72	1/1/2023	1029.93	3.28	833.37	(0.00)
Totals		51,981.64	6,041.00		

**LEASE SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT, made to be effective this 8th day of February, 2016, by and between BHS MANAGEMENT SERVICES, INC. (herein "Lessee"), and BERKSHIRE BANK, a Massachusetts banking corporation (herein "Lender").

RECITALS

1. Lender is the holder of certain promissory notes or guarantees (herein collectively referred to as the "Note") issued by **MICHAEL S. ROZOWICZ**, is an individual with an address for the purposes hereof at _____ ("Owner") together with a mortgage (herein collectively referred to as the "Mortgage") securing the Note, recorded or to be recorded in the Berkshire Southern District Registry of Deeds which Mortgage encumbers the real property at **10 Maple Street, Great Barrington, Massachusetts** (herein called the "Subject Property") described on Exhibit A, attached hereto and made a part hereof.
2. Lessee and **Michael S. Rozowicz**, as Lessor, entered into a lease agreement (herein the "Lease") dated November 28, 2007 by which Lessee leased from Lessor certain premises (herein the "Leased Premises") which constitute a portion of the Subject Property.
3. Lessee desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Lessee confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein below, the parties hereto agree as follows:

1. Lessee hereby covenants and agrees that all its rights and interests whatsoever under the Lease in the Leased Premises and the Subject Property are and shall remain subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note.
2. So long as Lessee is not in default (beyond any period given Lessee in the Lease to cure

such default) in the payment of rent or additional charges or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee shall not be disturbed by Lender in its possession of the Leased Premises during the term of the Leases or any extension or renewal thereof, or in the enjoyment of its rights under the Lease.

3. Lender acknowledges that unless specifically required by law, the Lessee shall not be joined in or made a party to any foreclosure proceeding instituted by Lender against Lessor with respect to the Premises.
4. If the interest of the Lessor under the Lease shall be acquired by Lender or any purchaser ("Purchaser") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, whether by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Lessor under the Lease, Lessee shall attorn to Lender or Purchaser as its lessors said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's or Purchaser's succeeding to the interest of the Lessor under the Lease, and the Lease shall continue in accordance with its terms between the Lessee as lessee and Lender or Purchaser as lessor; provided, however, that: (a) Lender's (and any affiliate of Lender's) liability under the Lease shall be limited to the ownership interest of Lender in the Subject Property; (b) Lender and/or Purchaser shall not be liable for any act or omission of any prior lessor (including Lessor); (c) Lender and/or Purchaser shall not be subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); (d) Lender and/or Purchaser shall not be bound by any prepayment of rent deposited with any prior lessor (including Lessor) under the Lease unless actually received Lender; and (e) Lender and/or Purchaser shall not be bound by any agreement, modification or assignment of the Lease made without Lender's consent.
5. Lessee certifies to Lender that, to the best of its knowledge, the Lease is presently in full force and effect with no defaults thereunder by the Lessor or by Lessee and unmodified except as indicated hereinabove, that the term thereof has commenced and the full rental is now accruing thereunder; that Lessee has accepted possession of the Leased Premises and that any improvements required by the terms of the Lease to be made by the Lessor have been completed to the satisfaction of Lessee; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; that the address for notices to be sent to Lessee is as set forth in the Lease, or at the Leased Premises; and that the Lessee has no charge, lien, claim or offset under the Lease or otherwise, against rents or other charges due or to become due thereunder.

6. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease or to claim any abatement of rent by reason of any act or omission of the Lessor thereunder until Lessee shall have given written notice, by registered or certified mail, return receipt requested, or by recognized overnight delivery service for which proof of delivery is available, of said act or omission to Lender, which notice shall be addressed to 24 North Street Pittsfield Massachusetts, Attention: Commercial Loan Department and until a reasonable period of time shall have elapsed following the giving of such notice, during which period Lender shall have the right, but shall not be obligated, to remedy such act or omission.
7. Lessee agrees that it will pay directly to the Lender all rents and other charges due under the Lease upon written request of the Lender following the occurrence of an Event of Default under the Note or the loan documents given to secure the Note.
8. This Agreement shall insure to the benefit of and shall be binding upon Lessee and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement ago be duly executed as a sealed instrument as of the day and year first above written.

John Chavany
Witness

LESSEE:
BHS MANAGEMENT SERVICES, INC.

By: [Signature]
John F. Rogers
Its: Vice President & General Counsel

BANK:
BERKSHIRE BANK

[Signature]
Witness

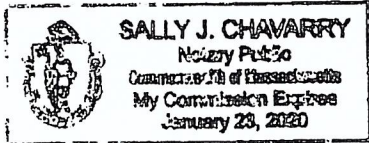
By: [Signature]
Thomas S. Matejek
Its: Vice President

COMMONWEALTH OF MASSACHUSETTS

County of Berkshire

February 8, 2016

Then personally appeared before me the above-named John F. Rogers, Vice President and General Counsel of BHS MANAGEMENT SERVICES, INC., as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BHS MANAGEMENT SERVICES, INC.



Sally J. Chavarry
Notary Public
My Commission Expires: 1-23-2020

The undersigned consents and agrees to the foregoing and acknowledges that any lease payments made by Lessee to the Lender pursuant hereto be deemed to correspondingly reduce Lessee's payment obligations under the Lease.

OWNER:

Michael S. Rozowicz
Witness

Michael S. Rozowicz