

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION

In re	:	CHAPTER 11
	:	
BAILEY HILL MANAGEMENT, LLC	:	
	:	
Debtor.	:	CASE NO. 16-20005 (JJT)
	:	
	:	
BAILEY HILL MANAGEMENT, LLC	:	
	:	
	:	
Movant,	:	
	:	
v.	:	
	:	
TOWN OF KILLINGLY, EUCLID	:	MAY 19, 2017
CLAIMS RECOVERY, LLC, EAST	:	
KILLINGLY FIRE DISTRICT,	:	
BAILEY HILL LENDING TRUST,	:	
PINE BANKS NOMINEE LENDING	:	
TRUST and SLATER HILL LENDING	:	
TRUST	:	
	:	
Respondents.	:	

**DEBTOR’S MOTION PURSUANT TO SECTIONS 105(A) AND 363
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 6004
TO APPROVE SALE PROCEDURES IN CONNECTION WITH THE AUCTION
SALE OF REAL PROPERTY FREE AND
CLEAR OF LIENS, CLAIMS AND INTERESTS**

The debtor, Bailey Hill Management, LLC (the “Debtor”), by and through its attorney, hereby files this motion to approve the sale procedures for the sale of the Debtor’s real property free and clear of liens, claims, and interests.

In support of this Motion, the Debtor respectfully represents as follows:

FACTUAL BACKGROUND

1. On January 4, 2016, (the “Petition Date”) the Debtor filed a voluntary petition for relief under Chapter 11, Title 11 of the United States Bankruptcy Code.

2. Prior to the Petition Date, on or about March 10, 2010, Bailey Hill Lending Trust, Pine Banks Nominee Lending Trust and Slater Hill Lending Trust (collectively, the “Trusts”), commenced an action in the Superior Court against the Debtor, Edward R. Eramian (“Eramian”) and Joel S. Greene (“Greene”). Bailey Hill Lending Trust, et al. v. Edward R. Eramian, et al., FST-CV-10-5013349-S (the “Superior Court Action”).

3. In the Superior Court Action, the Trusts alleged that the Debtor breached: (i) a promissory note dated December 18, 2005 payable to Bailey Hill Lending Trust in the original principal amount of \$2,500,000.00 (the “Bailey Note”); and (ii) a promissory note dated July 27, 2007 payable to Pine Banks Nominee Lending Trust in the original principal amount of \$500,000.00 (the “Pine Banks Note”).

4. The Bailey Note was secured by personal guaranty agreements executed by Eramian and Greene and by mortgages on property owned by the Debtor and located at 963 Bailey Hill Road, East Killingly, Connecticut (the “Bailey Property”) and on property owned by Eramian and located at 207 Tracy Road, Dayville, Connecticut (the “Tracy Property”).

5. In addition, the Pine Banks Note was secured by personal guaranty agreements executed by Eramian and Greene and by mortgages on the Bailey Property, the Tracy Property and by property owned by Eramian and located at 291 Slater Hill Road, Killingly, Connecticut (the “Slater Property”).

6. On October 5, 2006, Eramian and Greene executed a promissory note in favor of Slater Hill Lending Trust in the original principal amount of \$425,000.00 (the “Slater Note”)

which was secured by a mortgage on the Bailey Property, the Tracy Property and the Slater Property. (The Bailey Note, the Pine Banks Note and the Slater Note are hereinafter collectively, the “Notes.”).

7. Subsequent to the commencement of the Superior Court Action, the Trusts, Debtor, Eramian and Greene entered into a Settlement Agreement, which provided for payments to the Trusts in satisfaction of the debt due under the Notes and further provided that if the Debtor, Eramian and Greene defaulted on the payment schedule, the Trusts were entitled to seek entry of a stipulated judgment of \$5,500,000.00 less credit for any payments made. The Settlement Agreement was later amended to permit an extension of the payment terms (the “Amended Settlement Agreement”).

8. The Debtor, Eramian and Greene defaulted under the payment terms of the Amended Settlement Agreement, and on October 1, 2015, the Superior Court entered judgment in favor of the Trusts and against the Debtor, Eramian and Greene in the amount of \$5,309,000.00 (the “Judgment”).

9. On October 19, 2015, the Debtor, Eramian and Greene filed an appeal of the Judgment in the Connecticut Appellate Court (Docket No. AC 38481) (the “Appeal”).

10. On December 17, 2015, Eramian transferred his interest in the Slater Property to the Debtor.

11. The Trusts hold the first mortgage on the Bailey Property and Slater Property, and the Debtor has listed the Trusts as an undisputed secured creditor in the amount of \$5,309,000.00 on Schedule D (Dkt. 50). The Trusts also filed a Proof of Claim for \$5,309,000.00 (Proof of Claim No. 5) (the “Trusts Claim”).

12. On March 29, 2016, the Trusts filed a Motion to Dismiss (Dkt. 25) arguing that: (i) the case was filed in bad faith; (ii) there is a substantial and continuing loss to the estate; and (iii) the Debtor has no ability to reorganize.

13. The Debtor opposed the Motion to Dismiss, and at the initial hearing on the Motion to Dismiss the Court requested briefing on whether the Debtor qualifies as a “single asset real estate” debtor under Section 101(51B).

14. Subsequently, the Parties participated in a Mediation on August 24, 2016 in Boston and agreed to settlement. The Parties entered into a written settlement agreement, and the Court has approved the Settlement Agreement (See Dkt. 126).

15. On March 9, 2017, the Parties stipulated to modify the Settlement Agreement and postpone the Auction (Dkt. 157). The Court approved the Stipulation (Dkt. 159).

16. On May 3, 2017, the Parties stipulated to modify the Settlement Agreement and postpone the Auction (Dkt. 174). The Court approved the Stipulation (Dkt. 174).

17. Pursuant to the approval of the Settlement Agreement, the Debtor has agreed to sell the Bailey Property and Slater Property (herein after, the “Properties”) free and clear of liens, claims, and encumbrances on the following terms and conditions:

- a. The Properties are to be sold at auction by Malz Auctions, Inc., d/b/a Maltz Auctions (“Maltz”) as approved by this Court (Dkt. 155);
- b. The Auction must take place on June 21, 2017 and shall close on or before July 31, 2017 pursuant to the second stipulation of the parties approved by the Court (Dkt.177);
- c. Upon completion of the auction sale, the Trusts shall receive all net sale proceeds after payment of the real estate tax claims of Euclid Claims Recovery, LLC, the

Town of Killingly, and the East Killingly Tax District (the "Real Estate Tax Claims) (net of ordinary and customary expenses and fees related to such a real estate transaction) without further order towards the Trusts Claim up to the amount of \$3,425,000.00;

d. Notwithstanding anything to the contrary set forth herein, any and all unsecured borrowings by the Debtor from Tracy Road (whether or not approved by the Bankruptcy Court) shall not be deducted from any sales proceeds received as contemplated herein; and

e. All net sale proceeds shall go to the Trusts upon the Closing without further Order of the Bankruptcy Court, except, or included in "net sale proceeds" shall be the following expenses or costs: (i) the commission of the Broker, if applicable; (ii) typical adjustments for real estate taxes, including the satisfaction of any outstanding tax liens on the Properties; (iii) typical charges to the seller in a real estate transaction in Windham County for the payment of recording fees, conveyance taxes and similar charges; and (iv) reasonable legal fees, not to exceed \$2,500.00, to counsel for the Debtor related to the real estate closing itself, which fees shall be held in escrow pending approval of a fee application, and except as set forth in paragraph 18 below.

18. To the extent there are net sale proceeds above \$3,425,000.00, such additional funds shall be split 50-50% between the Trusts and the Debtor.

19. The Debtor now seeks approval of the Sale Proceeding set forth in the Proposed Order which are the result of cooperation between the auctioneer, the Debtor and the Trusts.

20. The net proceeds shall be distributed to the following lienholders of record:

963 Bailey Hill Road, East Killingly (Killingly), CT

A. The following tax liens to the East Killingly Fire District:

-dated June 10, 2014 and recorded June 11, 2014 in Volume 1274, Page 774;

-dated June 15, 2015 and recorded June 16, 2015 in Volume 1288, Page 677

-dated and recorded June 14, 2016 in Volume 1303, Page 481.

B. The following tax liens to the Town of Killingly:

-dated and recorded June 11, 2014 in Volume 1274, Page 783;

-dated and recorded June 8, 2015 in Volume 1288, Page 404;

-dated and recorded March 10, 2016 in Volume 1299, Page 678; assigned to Euclid Claim Claims Recovery LLC by Assignment Of Municipal Liens dated June 9, 2016 and recorded in Volume 1303, Page 316 of the Killingly Land Records.

291 Slater Hill Road, Killingly, CT

A. The following tax liens to the Town of Killingly:

Amount	Grand List	Dated	Recorded	Volume	Page
\$1,915.08	10/01/2013	06/08/2015	06/08/2015	1288	404
\$986.44	10/01/2014	06/07/2016	06/07/2016	1303	141

B. The following tax liens to East Killingly Fire District:

Amount	Grand List	Dated	Recorded	Volume	Page
\$142.77	10/01/2012	06/10/2014	06/11/2014	1274	774
\$151.99	10/01/2013	06/15/2015	06/16/2015	1288	677
\$148.81	10/01/2014	06/14/2016	06/14/2016	1303	481

21. Moreover, all other potential holders of liens, claims or encumbrances against the Properties will be provided with notice of the Sale or Auction and will have an opportunity to object to the relief requested in this Motion. Any such entity that does not object to the sale shall

be deemed to have consented. See, e.g., Futuresource LLC v. Reuters, Ltd., 312 F.3d 281, 285-86 (7th Cir. 2002) (lack of an objection to a proposed sale of assets counts as consent); Hargrave v. Township of Pemberton (In re Tabone, Inc.), 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(b)(2))

22. Accordingly, the Debtor anticipates that there will be a sale of the Properties free and clear of liens, claims, encumbrances, and interests that will satisfy the statutory requirements of section 363(f) of the United States Bankruptcy Code.

RELIEF REQUESTED

WHEREFORE, the Debtor respectfully requests that this Court enter an Order granting the relief requested in this Motion and such other further relief as this Court deems proper.

BAILEY HILL MANAGEMENT, LLC

By: /s/ Jeffrey Hellman
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UNITED STATES BANKRUPTCY COURT
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HARTFORD DIVISION

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In re	:	CHAPTER 11
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Debtor.	:	CASE NO. 16-20005 (JJT)
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BAILEY HILL MANAGEMENT, LLC	:	
	:	
Movant,	:	
	:	
v.	:	
	:	
TOWN OF KILLINGLY, EUCLID	:	MAY 19, 2017
CLAIMS RECOVERY, LLC, EAST	:	
KILLINGLY FIRE DISTRICT,	:	
BAILEY HILL LENDING TRUST,	:	
PINE BANKS NOMINEE LENDING	:	
TRUST and SLATER HILL LENDING	:	
TRUST	:	
	:	
Respondents.	:	
_____	:	

**ORDER SETTING PROCEDURES TO BE USED IN
CONNECTION WITH THE AUCTION SALE OF REAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS**

THIS MATTER came before the Court upon the Debtor’s Motion Setting Bidding Procedures to be used in connection with the Auction Sale (Dkt. No. 131) (the “Auction Procedures Motion”), which Motion is related to Motion to Sell Real Estate Located at

963 Bailey Hill Road, East Killingly, Connecticut and 291 Slater Hill Road, Killingly, Connecticut (Dkt. No. 106) (the “Sale Motion”), approved by the Court on November 15, 2016 (Dkt. No. 127) (the “Sale Order”).

Due notice of the Auction Procedures Motion having been given to all parties-in-interest, and a hearing concerning the Auction Procedures Motion having been held before this Court (the “Hearing”) on, April 6, 2017, at which time all parties-in-interest were afforded an opportunity to be heard; and the Court having considered the evidence offered and Objection of the Office of the United States Trustee (the “Objection”).

NOW, THEREFORE, based upon all of the pleadings previously filed by the Debtor and other interested parties, the statements and/or evidence presented, proffered, attested to, or adduced at or in connection with, and upon the record of the Hearing, and the entire record of the Debtor’s bankruptcy case; and after due deliberation; and good cause appearing,

IT IS HEREBY FOUND AND DETERMINED AS FOLLOWS:

A. As set forth and provided for in the Sale Motion, the Debtor seeks to sell its real property located at 963 Bailey Hill Road, East Killingly, Connecticut (the “963 Bailey Hill Road Property”) and at 291 Slater Hill Road, Killingly, Connecticut (the “291 Slater Hill Road Property”) (collectively, the “Properties”), free and clear of all liens and encumbrances, by Auction Sale.

B. On February 22, 2017, the Court entered an Order Approving the Retention and Employment of Maltz Auctions, Inc., d/b/a Maltz Auctions (“Maltz Auctions”) to market and auction off the Properties (Dkt. No. 144). Pursuant to the Stipulated Order dated May 10, 2017,

the Auction is to take place on or before June 21, 2017 and shall close on or before July 31, 2017 (Dkt. No. 177).

C. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, applicable herein by reason of Bankruptcy Rule 9014.

D. To the extent that any of these findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitutes a finding of fact, they are adopted as such.

E. As noted in the Sale Order, the Debtor may sell the Properties free and clear of the liens, claims, interests, and encumbrances of the secured parties as such entities have consented to a sale free and clear of its interest. See 11 U.S.C. § 363(f)(2).

BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

1. The Bidding Procedures and Terms and Conditions attached hereto (“Bidding Procedures”) as **Exhibit 1** are hereby APPROVED.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or specifically addressed in this Order, and all reservations of rights included in such objections, are overruled in all respects on the merits.
3. Service of the Sale Notice in the manner described herein and in the Motion constitutes good and sufficient notice of the Auction and the Sale Approval Hearing. No other or further notice is required.
4. All Qualified Bids must be received by the Bid Deadline (as defined in the Bidding Procedures) and comply with the applicable provisions of the Bidding Procedures. The

Debtor is authorized to return Good Faith Deposits made by bidders without further order of this Court if the: (i) the bid accompanying the Good Faith Deposit is not a Qualified Bid; or (ii) in accordance with the Bid Procedures.

5. The Auction shall be conducted at 387 North Main Street, Norwich, Connecticut on **June 21, 2017 at 11:00 a.m.**

6. At the Auction, the Debtor shall be auctioning off the Properties either individually or collectively as follows:

Offering ID	Property Address	Lot Size (Appx)
A	963 Bailey Hill Road	56.30 Acres
B	291 Slater Hill Road	12.55 Acres
C	963 Bailey Hill Road 291 Slater Hill Road	68.85 Acres

[Strike the Offering(s) that is/are not part of the contract]

7. Buyer's Premium: The Successful Bidder at the Auction (and approved by the Bankruptcy Court), whether for just the 963 Bailey Hill Road Property, the 291 Slater Hill Road Property, or both Properties together, will be required to pay the Auctioneer, Maltz Auctions, a six percent (6%) buyer's premium separate and apart from the bid amount and should factor that in when submitting its bid. In addition, as set forth in the Bidding Procedures, the Buyer's Premium will be due within forty-eight (48) hours of the Sale Approval Hearing, along with the balance of the ten percent (10%) deposit funds as set forth in the Bidding Procedures.

8. **Publication**

The Debtor/Maltz Auction shall prepare a notice of the Sale and Auction for publication in a newspaper(s) of general circulation in the City of New York (including the Wall Street Journal Northeast Region and New York Times). The notice of the Auction shall be posted on

the Maltz asset sale website (among others) at least thirty (30) days prior to the Auction and included on at least three (3) weekly Maltz e-mail broadcasts no later than a week before the Auction.

Additional Marketing Efforts

The Debtor or Maltz will send out a notice of the Sale to all creditors of the Debtor.

9. **Due Diligence**

The Debtor shall afford any potential bidder the opportunity to conduct a reasonable due diligence review within the time period provided in the Bid Procedures and in the manner determined by the Debtor in its discretion. The Debtor shall not be obligated to furnish any due diligence information after the Bid Deadline.

The Debtor either has provided or will provide to all parties that have either expressed an interest in purchasing the Assets certain information in connection with the proposed Sale, including these proposed Bidding Procedures (and the order approving same) and such an opportunity to inspect the Assets (or some of them) as the bankruptcy court may order.

Each bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making any such Bids; that it has relied solely upon its own independent review, investigation and/or inspection of any document and/or the assets in making its Bid and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures

10. The Sale Approval Hearing shall be held in the United States Bankruptcy Court, 157 Church Street, 7th Floor, Hartford, Connecticut on **June 21, 2017 at 3:00 p.m.** or as soon

thereafter as the Court's schedule shall permit. At the Sale Approval Hearing, the Debtor shall identify the highest or otherwise best bidder and identify the amount and other terms (if any) of the best bid. The Debtors shall identify the second highest and best bidder, the third highest and best bidder, and so forth, until all bids acceptable to the Debtor have been ranked.

11. All parties in interest may appear and be heard at the Sale Approval Hearing. If necessary and appropriate under the circumstances and applicable law, a bidder may appear and be heard at the Sale Approval Hearing. The Sale Approval Hearing may be adjourned without further notice by announcement at the Sale Approval Hearing.

12. For the reasons set forth above, the Debtor's sale of the Properties shall be free and clear of the following interests, claims, and liens and shall be "as is" and without any representations (except those limited representations set forth in the attached to the Bidding Procedures), warranties or assurances. In addition, the Debtor's sale of the Properties shall be "as is" and without any representations (except those limited representations set forth in the attached to the Bidding Procedures), warrant or assurances.

13. The aforementioned interests, claims and liens shall be transferred from the estate's interest in said Properties to the proceeds of sale with the same validity and to the same extent and order of priority that said interests, claims, and liens otherwise may have had on said Properties in accordance with and as otherwise provided for in the Plan, but subject to and subordinate to the payment of such costs and expenses of sale as provided for in the Plan without further Order of this Court.

14. Notwithstanding Federal Rule of Bankruptcy Procedure 6004, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

15. This Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order.

Dated: May __, 2017

TERMS AND CONDITIONS OF SALE

EXHIBIT 1

PURSUANT TO AN ORDER OF THE HONORABLE JAMES J. TANCREDI, DATED NOVEMBER 14, 2016, THE PROPERTY OF THE DEBTOR, LOCATED AT 963 BAILEY HILL ROAD & 291 SLATER HILL ROAD, EAST KILLINGLY, CT 06241 IS TO BE SOLD AT PUBLIC AUCTION.

1. On January 4, 2016, BAILEY HILL MANAGEMENT, LLC, the debtor and debtor-in-possession (the "Debtor"), filed a voluntary petition for relief under chapter 11 of Title 11, United States Code (the Bankruptcy Code) in the United States Bankruptcy Court for the District of Connecticut Hartford Division (the "Court"), commencing case number 16-20005 (JJT). To date, no committee, trustee, or examiner has been appointed, and the Debtor continues to operate and manage its business and property as a debtor-in-possession under Bankruptcy Code §§ 1107(a) and 1108.

2. These Terms and Conditions of Sale are promulgated in connection with the court authorized Public Auction Sale (the "Auction") of the Debtor's real property located in East Killingly, Connecticut, 06241 known as:

Offering ID	Property Address	Lot Size (Appx)
A	963 Bailey Hill Road	56.30 Acres
B	291 Slater Hill Road	12.55 Acres
C	963 Bailey Hill Road 291 Slater Hill Road	68.85 Acres

(the "Property").

3. The Auction shall be conducted by Maltz Auctions, Inc. ("Maltz"), the Debtor's duly retained real estate broker/auctioneer for the sale contemplated herein.

4. The Debtor is represented by the Law Offices of Jeffrey Hellman, LLC, ("Hellman"), with offices at 195 Church Street, 10th Floor, New Haven, CT 06510.

5. Any person or entity seeking to participate in the Auction must submit a Qualified Bid (as defined below) on or before June 19, 2017 at 4:00 pm (the "Bid Deadline") in writing to Richard Maltz, Maltz Auctions, Inc., 39 Windsor Place, Central Islip, NY 11722. All bids shall remain sealed until the expiration of the Bid Deadline, after which time they will be opened and reviewed by the Hellman, Maltz & Murtha Cullina, LLP as attorneys for the senior secured mortgagee ("Cullina"). All bids shall remain confidential amongst the Hellman, Cullina and Maltz, with the exception of the highest bid on each Offering, which will be disclosed by Maltz to Qualified Bidders prior to the live auction.

6. To qualify as a "Qualified Bidder," a bidder must submit a "Qualified Bid" by the Bid Deadline. To constitute a Qualified Bid, a bid must: (i) provide the completed Offer & Bidder Registration Form; (ii) provide executed Terms and Conditions of Sale (iii) include the Qualifying Deposit (as defined below).

7. The three highest bidders Qualified Bidders for each, Offering A, Offering B and Offering C will be invited to the auction. However, Hellman, Cullina and Maltz, may in their

unanimous discretion, allow more than 3 other Qualified Bidders provided their Qualified Bid was within 10% of the highest bid or as otherwise deemed appropriate.

8. The Auction will be held on June 21, 2017 at 11:00 am (the "Sale Date") at 387 North Main Street, Norwich, CT 06360. The sale shall be free and clear of all liens, taxes and non-permitted exceptions pursuant to section 363(b) and 479 of the Bankruptcy Code.

9. The Successful Purchaser (as hereinafter defined) and Second Highest Bidder (as hereinafter defined) of the Property, will, at the time and place of the conclusion of the Auction, sign a memorandum of sale (the "Memorandum of Sale") in accordance with these Terms and Conditions of Sale.

10. In order to be permitted to bid on the Property, prior to the Bid Deadline, each prospective bidder ("Bidder") must deliver to Maltz a certified check or bank check made payable to "Bailey Hill Management, LLC" in the amount of ten (10%) percent of their total bid amount (the "Qualifying Deposit"), which amount shall serve as a partial good faith deposit against payment of the purchase price by such competing Bidder as Hellman determines to have made the highest or best bid for the Property (the "Successful Purchaser"). Each potentially Qualified Bidder may be required to bring an additional deposit to the Auction to increase their respective deposit to a total of ten (10%) percent of the highest sealed bid (the "Additional Qualifying Deposit"). Within 48 hours after conclusion of the Auction, the Successful Purchaser shall deliver to Hellman, by certified check or bank check made payable to "Bailey Hill Management, LLC" or by wire in immediately available federal funds, an amount equal to 10% of the high bid realized at Auction minus the Qualifying Deposit (together with the Qualifying Deposit & Additional Qualifying Deposit (if applicable), the "Deposit") plus a six (6%) percent Buyer's Premium (as hereinafter defined). The Buyer's Premium shall be deemed to have been earned immediately upon the fall of the hammer and is due within 48 hours after conclusion of the Auction. Failure of the Successful Purchaser to tender the 10% Deposit of the high bid at Auction and the Buyer's Premium within 48 hours after conclusion of the Auction shall result in an immediate default under the terms of these Terms and Conditions of Sale and the Memorandum of Sale and shall result in the forfeiture of all earnest monies paid, including the Buyer's Premium. The Successful Purchaser and the competing Bidder who Hellman determines to have made the second highest or best bid for the Property (the "Second Highest Bidder") must execute, and thereby agree to be bound by these Terms and Conditions of Sale and the Memorandum of Sale. **At the conclusion of the Auction, Maltz will return the Qualifying Deposits to all Bidders, except for the Successful Purchaser and the Second Highest Bidder. The Second Highest Bidder's Qualifying Deposit shall be returned within two (2) business days following approval of the Auction by the Bankruptcy Court ("Court Approval Date").**

11. Pursuant to an order of the Bankruptcy Court, the Successful Purchaser, and the Second Highest Bidder in the event of a Successful Purchaser's Default (as hereinafter defined), are solely responsible to pay Maltz six (6%) percent of the high bid at Auction (the "Buyer's Premium"). The sum of the high bid at Auction and the Buyer's Premium is defined herein as the "Purchase Price".

12. The Successful Purchaser must pay the balance of the Purchase Price for the Property to Hellman by certified check or bank check or by wire in immediately available federal funds. The Successful Purchaser must close title to the Property at a date that is on or before July 20, 2017, **TIME BEING OF THE ESSENCE as to the Successful Purchaser**, although such date may be extended by Hellman in consultation with Cullina.

13. If the Successful Purchaser fails to post the total required ten (10%) percent Deposit and six (6%) percent Buyer's Premium within 48 hours following the Public Sale ("Successful Purchaser's Default"), Hellman, in consultation with Cullina, may, within three (3) business days of Successful Purchaser's Default, deem the Second Highest Bidder to hold all benefits and obligations under the Terms and Conditions of Sale and Memorandum of Sale, as the new Successful Purchaser (the "New Successful Purchaser"). The New Successful Purchaser shall not receive credit for any Deposit and/or Buyer's Premium forfeited by the initial Successful Purchaser and shall post the ten (10%) percent Deposit and six (6%) percent Buyer's Premium within three business days following notification of Successful Purchaser's Default. The New Successful Purchaser must close title on or before May 20, 2017 (the "New Successful Purchaser's Closing"), **TIME BEING OF THE ESSENCE as to the New Successful Purchaser**, although such date may be extended by Hellman in consultation with Cullina.

14. The closing shall take place at the Law Offices of Jeffrey Hellman, LLC, 195 Church Street, 10th Floor, New Haven, CT 06510 (the "Closing").

15. The Successful Purchaser, or the New Successful Purchaser, as the case may be, shall pay any and all costs and expenses in connection with the Closing related to obtaining a survey; fee title or mortgage insurance; title company endorsement, search and escrow charges; environmental, engineering or other Property inspections; appraisals, reports and other costs of Property due diligence; and County, State, or other real property transfer, deed or documentary tax, or other taxes imposed upon the sale due in connection with the transfer of the Property from the Debtor at Closing to the extent not otherwise exempt. The Successful Purchaser acknowledges that they will be responsible for the completion of any ACRIS forms, if required. The Debtor shall not be required to execute any form of title affidavit (but may in his sole and absolute discretion) and all title exceptions customarily omitted from a title policy on account of such title affidavit shall be deemed permitted exceptions. The Successful Purchaser, or the New Successful Purchaser, as the case may be, acknowledges that it will be responsible for the preparation of all Closing documents required including, but not limited to, transfer tax forms. In connection with the Closing and Closing date, the Successful Purchaser or the New Successful Purchaser, as the case may be, is hereby given notice that **TIME IS OF THE ESSENCE against the Successful Purchaser or the New Successful Purchaser, as the case may be, and the failure of the Successful Purchaser or the New Successful Purchaser, as the case may be, to close for any reason whatsoever (except as otherwise provided herein) including its failure to pay the balance of the Purchase Price on the Closing date, will result in an immediate forfeiture of the Deposit and Buyer's Premium and the termination of the Successful Purchaser's or the New Successful Purchaser's, as the case may be, right to acquire the Property under these Terms and Conditions of Sale and the Memorandum of Sale.** The Successful Purchaser or the New Successful Purchaser, as the case may be, shall be obligated to close title to the Property and, except as expressly set forth herein, there is no contingency of any kind or nature that will permit the Successful Purchaser, or the New Successful Purchaser, as the case may be, to cancel or avoid its obligation under these Terms of and Conditions of Sale and the Memorandum of Sale other than the Debtor's inability to deliver insurable title to the Property. Further, the Successful Purchaser or the New Successful Purchaser, as the case may be, shall have demonstrated, to the satisfaction of Hellman, evidence of its ability to conclude the transaction upon these Terms and Conditions of Sale and the Memorandum of Sale, without delay. Hellman in consultation with Cullina, reserves the right to reject any Purchaser or Bidder who they believe, in their reasonable discretion, is not financially capable of consummating the purchase of the Property. Expenses incurred by the Successful Purchaser, or any other Bidder, concerning any due diligence shall be the sole responsibility of such Bidder and, under no circumstances shall Maltz or the Debtor be responsible for, or pay, such expenses.

16. The only commission that will be paid is to the Licensed Real Estate Broker, who registers the Successful Purchaser in accordance with the Broker Participation Agreement and has received confirmation of receipt and acknowledgement of valid registration by Maltz. The commission for such registered real estate broker will be two (2%) percent of the Successful Bid.

17. Maltz and the Debtor and their professionals have not made and do not make any representations or warranties as to the physical condition, expenses, operations, value of the land or buildings thereon, or any other matter or thing affecting or related to the Property or this Auction, which might be pertinent to the purchase of the Property, including, without limitation, (i) the current or future real estate tax liability, assessment or valuation of the Property; (ii) the potential qualification of the Property for any and all benefits conferred by or available under federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (iii) the compliance or non-compliance of the Property, in its current or any future state, with applicable present or future zoning ordinances or other land use law or regulation, or the ability to obtain a change in the zoning or use, or a variance in respect to the Property; (iv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Property from any source, including, but not limited to, any state, city or federal government or institutional lender; (v) the current or future use of the Property; (vi) the current or future rents, other operating incomes or expenses; (vii) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof; (viii) the compliance or non-compliance with environmental laws and the presence or absence of underground fuel storage tanks, any asbestos, any lead paint or other hazardous materials anywhere on the Property, or notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued by any governmental department, agency or bureau having authority as to but not limited to lands, housing, buildings, fire, health, environment and labor conditions affecting the property. Each Bidder hereby expressly agrees and acknowledges that no such representations or warranties have been made. Maltz and the Debtor shall not be liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to the Property, made or furnished by Maltz or the Debtor or any real estate broker, agent, employee, servant or other person or professional representing or purporting to represent Maltz or Debtor unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in writing within these Terms and Conditions of Sale and the Memorandum of Sale. **The Property shall be delivered vacant of tenancies at Closing.**

18. The Property is being sold “AS IS” “WHERE IS”, “WITH ALL FAULTS”, without any representations, covenants, guarantees or warranties of any kind or nature, and free and clear of any liens, claims, or encumbrances of whatever kind or nature, with such liens, if any, to attach to the proceeds of sale in such order and priority as they existed immediately prior to the Closing, and sale of the Property is subject to, among other things (a) any state of facts that an accurate survey may show; (b) any covenants, restrictions and easements of record; (c) any state of facts a physical inspection may show; (d) any building or zoning ordinances or other applicable municipal regulations and violations thereof; and (e) environmental conditions; provided, however, **the Property shall be delivered free and clear of any and all monetary liens.** By delivering their respective Qualifying Deposits, all Bidders acknowledge that they have had the opportunity to review and inspect the Property, the state of title thereof and laws, rules and regulations applicable thereto, and will rely solely thereon and on their own independent investigations and inspections of the Property in making their bids. Neither Maltz, the Debtor nor any of their collective representatives makes any representations or warranties with respect to the permissible uses of the Property including, but not limited to, the zoning of the Property. All Bidders acknowledge that they have conducted their own due diligence in connection with the Property and are not relying on any

information provided by Maltz, the Debtor, or their professionals. The Property will be sold subject to any and all violations requiring corrective action.

19. The Successful Purchaser has two (2) business days from the Court Approval Date to order title, copy of which shall promptly be provided to Hellman. The Successful Purchaser has fifteen (15) days from the Court Approval Date to advise Hellman (by electronic mail to jeff@jeffhellmanlaw.com) of any and all title issues or defects that would in any way be an impediment to the Closing on the sale of the Property. Failure of the Successful Purchaser to advise Hellman within fifteen (15) days from the Court Approval Date of any such title issues or defects shall be deemed a waiver of any and all rights to raise any such title issues or defects, with Hellman reserving the right to specify a particular title company to insure title, provided said company is licensed in the State of Connecticut.

20. The Successful Bidder, at Successful Bidder's sole discretion, and upon written notice to Hellman at least ten (10) days prior to Closing, will have the opportunity to receive an interest-only loan, from the Senior Secured Mortgagee, in the amount of seventy (70%) percent of the High Bid at Auction at an annual interest rate of six (6%) percent and with a personal guarantee. Said loan shall be secured by a first mortgage against the Property. No secondary financing shall be permitted. The loan will have a balloon payment due in two years. The loan will have two (2) one-year extensions options and in the option periods the interest rate shall increase to ten (10%) percent. In addition to the increased interest rate during any extension periods, the Buyer shall pay an extension fee equal to two (2) percent of the then outstanding principal due and payable prior to the start of any extension period. The Buyer shall pay monthly interest only payments on the then outstanding principal under the Note during the extension periods. At Senior Secured Mortgagee's option, the mortgage shall provide for an escrow for the payment of insurance and taxes. Said purchaser will be required to pay for all costs associated with said mortgage, including legal fees for the preparation of same in the sum of \$2,500.00, mortgage taxes, recording fees, as well as mortgage title insurance and fire insurance (both insuring the Seller to the satisfaction of Seller's attorney). The form of mortgage, Note and Guaranty shall be consistent with commercial term loan documentation issued in Connecticut and shall be prepared by Senior Secured Mortgagee's counsel, including, among other things, to provide for legal fees upon foreclosure, late charge of 5%, and default rate of 15%. In the event the Terms of Mortgage, Note and/or Guaranty are unacceptable to the Successful Bidder, the Successful Bidder shall complete the transaction on an all cash basis

21. To the extent applicable as subject to the terms herein, and except as provided above, the following shall be apportioned as of midnight of the day before the day of Closing: (i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) rents as and when collected and (iv) any existing security deposits. If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation. If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixd meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading. If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing. All security deposits shall be transferred to Successful Bidder at Closing, with any unpaid rent balances, if any, being applied against said security deposits.

22. The Debtor shall convey the Property by delivery of a bargain and sale deed without covenants, after Bankruptcy Court approval. The quality of title shall be that which any reputable title insurance company authorized to do business in the State of Connecticut is willing to approve

and insure. If the Successful Purchaser or the New Successful Purchaser, as the case may be, is unable to obtain title insurance, subject to the permissible exceptions contained herein, Hellman may, at his option, arrange for the issuance of a title insurance policy by such a company at the sole cost and expense of the Successful Purchaser, or the New Successful Purchaser, as the case may be.

23. Nothing contained in these Terms and Conditions of Sale is intended to supersede or alter any provisions of the "Bankruptcy Code" or otherwise interfere with the jurisdiction of the Bankruptcy Court. All of the terms and conditions set forth in these Terms and Conditions of Sale are subject to modification as may be directed by Hellman or by the Court. Hellman reserves the right to modify these Terms and Conditions of Sale at the Auction or thereafter to maintain consistency with the provisions of the Bankruptcy Code and/or prior orders of the Court.

24. These Terms and Conditions of Sale will be read into the record, or specifically incorporated by reference, at the Auction of the Property. By making a bid for the Property, all Purchasers will be deemed to have acknowledged having read and understood these Terms and Conditions of Sale and have agreed to be bound by them.

25. If the Debtor is unable to deliver the Property in accordance with these Terms and Conditions of Sale for any reason whatsoever, the Debtor's and Maltz's only obligation will be to refund the Deposit and Buyer's Premium, without interest, to the Successful Purchaser and/or the New Successful Purchaser, as the case may be, and upon such refund, the Successful Purchaser or the New Successful Purchaser, as the case may be, and/or New Successful Purchaser will have no claim or recourse against the Debtor, Maltz or their professionals and shall have no further rights under these Terms and Conditions of Sale or Memorandum of Sale.

26. The high bid(s) at Auction will be supported for confirmation by the Debtor. The sale of the Property remains subject to further order of the Bankruptcy Court confirming the Auction.

27. Either Maltz or Hellman shall notify the Successful Purchaser whether the Auction is confirmed.

28. The Bankruptcy Court shall determine any disputes concerning the Auction of the Property. By participating in the Auction, all Purchasers consent to the jurisdiction of the Bankruptcy Court to determine such disputes under the Debtor's pending case.

I have read these Terms and Conditions of Sale and agree to be bound by them.

By: _____ Date: _____

Print Name: _____

OFFER & BIDDER REGISTRATION FORM

BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession (the “Debtor”) seeks to solicit bids (“Bid”) for the sale of the bankruptcy estates right, title and interest in 963 Bailey Hill Road and 291 Slater Hill Road, East Killingly, CT 06241, free and clear of all liens, claims and encumbrances, with such liens, if any (the “Liens”), to attach to the net proceeds of sale.

Bidder, _____ does hereby offer to purchase on an all-cash basis (unless financing pursuant to paragraph 20 in the Terms and Conditions of Sale, and otherwise on an all-cash basis) the Properties set forth below for the consideration as allocated below:

Bidder hereby warrants and represents as follows:

(a) This written offer is subject to the terms and conditions of the accompanying “Terms and Conditions of Sale”

(b) This written offer along with any subsequent verbal bids are irrevocable until the later of the Successful Purchaser posting the total required 16% Deposit or Court Approval.

(c) That, except as detailed on an accompanying affidavit, if any, neither Bidder nor any of its officers, directors, shareholders, members or partners is a shareholder, employee, or affiliate of the Debtors, or a relative of a shareholder, employee, or affiliate of the Debtors.

(d) Maltz Auctions, Inc. (“Maltz”) has been retained by the Debtors to act as the Debtors’ real estate broker/auctioneer. The Successful Purchaser shall be responsible to pay Maltz the six (6%) percent Buyer’s Premium.

(e) That Bidder had an opportunity to, or waived any right to, inspect and examine the Property (as defined in the Terms and Conditions of Sale) and to review the applicable information related to this sale and the Property.

(f) That Bidder relied solely upon its independent due diligence; that Bidder is not relying upon any written or oral statements, representations or warranties of the Debtors, Maltz, their agents, representatives, consultants and/or attorneys, and that Bidder has obtained a complete copy of the “Terms and Conditions of Sale” and has read and understood same and agrees to abide by and be bound by such “Terms and Conditions of Sale.”

<u>ID</u>	<u>Address</u>	<u>Bid Amount</u>	<u>6% Buyer’s Premium</u>	<u>Purchase Price</u> <small>(Bid Amount + Buyer’s Premium)</small>	<u>Deposit</u> <small>(10% of Bid Amount)</small>
A	963 Bailey Hill Road, East Killingly, CT	\$	\$	\$	\$
B	291 Slater Hill Road, East Killingly, CT	\$	\$	\$	\$
C	963 Bailey Hill Road & 291 Slater Hill Road	\$	\$	\$	\$

Total Deposit: _____

Total Bid Amount: _____

AGREED & ACCEPTED this _____ day of June, 2017.

By: _____

Name: _____

Title: _____

BIDDER I.D.

Bidder's Address: _____

Bidder's Contact: _____

Bidder's Phone & Facsimile Numbers _____

Bidder's Email Address: _____

ATTORNEY I.D.

Bidder's Attorney: _____

Bidder's Attorney's Address: _____

Bidder's Attorney's Phone & Facsimile Numbers: _____

Bidder's Attorney's Email Address; _____

MEMORANDUM OF SALE. SUCCESSFUL PURCHASER: OFFERING ID A

High Bid Realized at Auction: _____

6% Buyer's Premium: _____

Purchase Price: _____

The undersigned has this 21st day of June, 2017, agreed to purchase the property located at 963 Bailey Hill Road, East Killingly, Connecticut 06241 (the "Property") of BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession for the sum of \$_____ DOLLARS and hereby promises and agrees to comply with the annexed Terms and Conditions of Sale of the Property and this Memorandum of Sale.

SUCCESSFUL PURCHASER (Signature)

SUCCESSFUL PURCHASER (Signature)

PRINT NAME

PRINT NAME

ADDRESS

ADDRESS

ADDRESS (City, State, Zip)

ADDRESS (City, State, Zip)

TELEPHONE NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

EMAIL ADDRESS

Received from _____ the sum of \$_____ DOLLARS, as a non-refundable deposit for the purchase of the Property pursuant to the Terms and Conditions of Sale.

This is to verify that the final Purchase Price in the above sale was for the sum of \$_____.

Maltz Auctions, Inc.

SUCCESSFUL PURCHASER ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

MEMORANDUM OF SALE. SECOND HIGHEST BIDDER: OFFERING ID A

Bid Realized at Auction: _____

6% Buyer's Premium: _____

Purchase Price: _____

The undersigned has this 21st day of June, 2017, agreed to purchase the property located at 963 Bailey Hill Road, East Killingly, Connecticut 06241 (the "Property") of BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession for the sum of \$ _____ DOLLARS in the event of the Successful Purchaser's Default and if deemed by Hellman and Cullina, in their sole and absolute discretion, to hold all benefits and obligations of a Successful Purchaser under the Terms and Conditions of Sale and this Memorandum of Sale and hereby promises and agrees to comply with the annexed Terms and Conditions of Sale of said Property and this Memorandum of Sale.

SECOND HIGHEST BIDDER (Signature)

SECOND HIGHEST BIDDER (Signature)

PRINT NAME

PRINT NAME

ADDRESS

ADDRESS

ADDRESS (City, State, Zip)

ADDRESS (City, State, Zip)

TELEPHONE NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

EMAIL ADDRESS

Received from _____ the sum of \$ _____ DOLLARS, as a non-refundable deposit for the purchase of the Property pursuant to the Terms and Conditions of Sale.

This is to verify that the final Purchase Price for the 2nd Highest Bid was in the above sale was for the sum of \$ _____.

Maltz Auctions, Inc.

SECOND HIGHEST BIDDER ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

MEMORANDUM OF SALE. SUCCESSFUL PURCHASER: OFFERING ID B

High Bid Realized at Auction: _____

6% Buyer's Premium: _____

Purchase Price: _____

The undersigned has this 21st day of June, 2017, agreed to purchase the property located at 291 Slater Hill Road, East Killingly, Connecticut 06241 (the "Property") of BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession for the sum of \$_____ DOLLARS and hereby promises and agrees to comply with the annexed Terms and Conditions of Sale of the Property and this Memorandum of Sale.

SUCCESSFUL PURCHASER (Signature)

SUCCESSFUL PURCHASER (Signature)

PRINT NAME

PRINT NAME

ADDRESS

ADDRESS

ADDRESS (City, State, Zip)

ADDRESS (City, State, Zip)

TELEPHONE NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

EMAIL ADDRESS

Received from _____ the sum of \$_____ DOLLARS, as a non-refundable deposit for the purchase of the Property pursuant to the Terms and Conditions of Sale.

This is to verify that the final Purchase Price in the above sale was for the sum of \$_____.

Maltz Auctions, Inc.

SUCCESSFUL PURCHASER ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

MEMORANDUM OF SALE. SECOND HIGHEST BIDDER: OFFERING ID B

Bid Realized at Auction: _____

6% Buyer's Premium: _____

Purchase Price: _____

The undersigned has this 21st day of June, 2017, agreed to purchase the property located at 291 Slater Hill Road, East Killingly, Connecticut 06241 (the "Property") of BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession for the sum of \$_____ DOLLARS in the event of the Successful Purchaser's Default and if deemed by Hellman and Cullina, in their sole and absolute discretion, to hold all benefits and obligations of a Successful Purchaser under the Terms and Conditions of Sale and this Memorandum of Sale and hereby promises and agrees to comply with the annexed Terms and Conditions of Sale of said Property and this Memorandum of Sale.

SECOND HIGHEST BIDDER (Signature) SECOND HIGHEST BIDDER (Signature)

PRINT NAME PRINT NAME

ADDRESS ADDRESS

ADDRESS (City, State, Zip) ADDRESS (City, State, Zip)

TELEPHONE NUMBER TELEPHONE NUMBER

EMAIL ADDRESS EMAIL ADDRESS

Received from _____ the sum of \$_____ DOLLARS, as a non-refundable deposit for the purchase of the Property pursuant to the Terms and Conditions of Sale.

This is to verify that the final Purchase Price for the 2nd Highest Bid was in the above sale was for the sum of \$_____.

Maltz Auctions, Inc.

SECOND HIGHEST BIDDER ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

MEMORANDUM OF SALE. SUCCESSFUL PURCHASER: OFFERING ID C

High Bid Realized at Auction: _____

6% Buyer's Premium: _____

Purchase Price: _____

The undersigned has this 21st day of June, 2017, agreed to purchase the property located at 963 Bailey Hill Road and 291 Slater Hill Road, East Killingly, Connecticut 06241 (the "Property") of BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession for the sum of \$ _____ DOLLARS and hereby promises and agrees to comply with the annexed Terms and Conditions of Sale of the Property and this Memorandum of Sale.

SUCCESSFUL PURCHASER (Signature)

SUCCESSFUL PURCHASER (Signature)

PRINT NAME

PRINT NAME

ADDRESS

ADDRESS

ADDRESS (City, State, Zip)

ADDRESS (City, State, Zip)

TELEPHONE NUMBER

TELEPHONE NUMBER

EMAIL ADDRESS

EMAIL ADDRESS

Received from _____ the sum of \$ _____ DOLLARS, as a non-refundable deposit for the purchase of the Property pursuant to the Terms and Conditions of Sale.

This is to verify that the final Purchase Price in the above sale was for the sum of \$ _____.

Maltz Auctions, Inc.

SUCCESSFUL PURCHASER ATTORNEY INFORMATION

Name _____

Address _____

Phone _____

MEMORANDUM OF SALE. SECOND HIGHEST BIDDER: OFFERING ID C

Bid Realized at Auction: _____

6% Buyer's Premium: _____

Purchase Price: _____

The undersigned has this 21st day of June, 2017, agreed to purchase the property located at 963 Bailey Hill Road and 291 Slater Hill Road, East Killingly, Connecticut 06241 (the "Property") of BAILEY HILL MANAGEMENT, LLC as the Chapter 11 debtor and debtor-in-possession for the sum of \$_____ DOLLARS in the event of the Successful Purchaser's Default and if deemed by Hellman and Cullina, in their sole and absolute discretion, to hold all benefits and obligations of a Successful Purchaser under the Terms and Conditions of Sale and this Memorandum of Sale and hereby promises and agrees to comply with the annexed Terms and Conditions of Sale of said Property and this Memorandum of Sale.

SECOND HIGHEST BIDDER (Signature) SECOND HIGHEST BIDDER (Signature)

PRINT NAME PRINT NAME

ADDRESS ADDRESS

ADDRESS (City, State, Zip) ADDRESS (City, State, Zip)

TELEPHONE NUMBER TELEPHONE NUMBER

EMAIL ADDRESS EMAIL ADDRESS

Received from _____ the sum of \$_____ DOLLARS, as a non-refundable deposit for the purchase of the Property pursuant to the Terms and Conditions of Sale.

This is to verify that the final Purchase Price for the 2nd Highest Bid was in the above sale was for the sum of \$_____.

Maltz Auctions, Inc.

SECOND HIGHEST BIDDER ATTORNEY INFORMATION

Name _____

Address _____

Phone _____