

MEMORANDUM OF TERMS AND CONDITIONS OF SALE

Property Address: 53 High Street
Amesbury, MA (hereinafter the "Property")

This Memorandum of Sale is made this 7th day of April, 2016, by and among Greater Boston Properties, Inc. (the "Receiver"), James Regan (the "Auctioneer") and _____ of _____ (the "Buyer").

Subject to and in accordance with the terms and conditions set forth in that certain Notice of Receiver's Sale of Real Estate attached hereto as **Exhibit A** and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer hereby agrees to purchase the Property more fully described in said Exhibit A.

The Property shall be conveyed by a Receiver's deed pursuant to Massachusetts General Laws Chapter 111, Section 127I and the Order Authorizing Sale of Property Located at 53 High Street, Amesbury, Massachusetts to Satisfy Receiver's Statutory Priority Lien (the "Order") entered by the Commonwealth of Massachusetts Housing Court, Northeast Division, Essex County in *Attorney General for the Commonwealth of Massachusetts v. Jeremy P. Gillis, et als.*, Docket No. 15-CV-114 (the "Receiver Action"). A copy of the Order is attached hereto as **Exhibit B** and incorporated herein by reference.

The Property shall be conveyed subject to the receivership order in the Receiver Action and subject to the approval of the Commonwealth of Massachusetts Housing Court, Northern Division, Essex County. The sale to the Buyer shall be subject to approval by the Court under the terms of the Order.

The Property shall be conveyed subject to any outstanding tenancies and/or leases, the rights of any parties in possession, any tax titles, municipal taxes or assessments, municipal trash fees, any outstanding water or sewer bills or liens, and the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L. c. 21E.

The bid price for which the Property has been sold to the Buyer is \$_____. The sale shall not be deemed completed until the Buyer has signed this Memorandum of Sale. The balance of the purchase price shall be paid at the Law Offices of Eckert Seamans Cherin & Mellott, LLC, Two International Place, 16th Floor, Boston, Massachusetts 02110 by certified or bank check on or before 10:00 a.m. on the thirtieth (30th) day following the sale, provided that such day is one on which the Registry of Deeds is open for business, and if not, then on the next day on which said Registry is open for business.

The Buyer shall pay all recording costs, including, but not limited to, all recording fees and excise tax stamps. In the event the Receiver cannot convey title to the Property as stipulated or the Court fails to approve the sale, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Receiver, or its employees, agents, lawyers and representatives, whether at law or in equity.

The Buyer acknowledges that from and after this date he or she shall have the sole risk of loss, and the Receiver shall have no responsibility for maintaining insurance on the Property. In the event the Property is damaged by fire or other casualty from or after this date, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price.

The Property shall be conveyed in its "as is" condition. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Receiver or the Auctioneer not set forth or incorporated in this Memorandum. No personal property of any nature is included in this conveyance except as expressly set forth herein. If, as of this date, there is any tenant or occupant in residence, the Buyer, if he or she wishes to evict such tenant or occupant, must do so at his or her own expense.

The Buyer shall assume responsibility for and costs relating to compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection and carbon monoxide detection equipment, and lead paint regulations, all as applicable. Receiver makes no warranties or representations regarding the Property's current compliance with any state or local regulations or laws.

In the event that the successful bidder at the sale shall default in purchasing the within described Property according to the terms of the Notice of Sale and/or terms of this Memorandum of Sale executed at the time of the sale, the Receiver reserves the right to, inter alia, retain the deposit as damages for the default and sell the Property to the second highest bidder provided that the second highest bidder shall deposit the amount of the required deposit with the Law Offices of Eckert Seamans Cherin & Mellott, LLC within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to the second highest bidder within thirty (30) days of said written notice.

I, the undersigned Buyer at this public auction sale, do hereby acknowledge that I have read the foregoing Memorandum of Terms and Conditions of Sale and agree to the terms and conditions set forth herein. I further acknowledge that I have been given a copy of this Memorandum.

Executed under seal this 7th day of April, 2016.

Buyer

Address

Telephone Number

Receiver By:

Greater Boston Properties, Inc.

Auctioneer By:

James Regan, License No. AU331