

Tax Possession Real Estate Auction Bidder Package

Terms and Conditions of Auction Sale – Bidder Registration Forms

Fitchburg City Hall – 718 Main Street, Fitchburg MA 01420

May 28th 2009 - 10:00 am. - Mandatory Registration Begins at 8:30 a.m.

1. **DEFINITIONS:** “Auctioneers” are the contractors for this sale and shall be interchangeable with Strategic Auctions, Inc. and The Strategic Auction Alliance. “Bidders” are those prospective buyers agreeing with the terms of this sale and approved to bid through the registration process specified by these terms of sale. “Buyer(s)” shall be those confirmed to be successful bidders by the terms of this auction.

2. **GENERAL TERMS:** All prospective buyers must agree to the specific terms of this auction sale and complete the bidder registration forms at registration within this bidder package. The completed signed registration forms accompanied by the required bidders deposit must be furnished to the auctioneers within the specified registration time in for approval to bid. Onsite registration opens Thursday May 28th at 8:00 AM. In all cases, the auctioneers reserve the right to reject any bidder registration that does not meet the required qualifying criteria.

3. **IMPORTANT INFORMATION:** All successful bidders will be required to surrender the specified deposit, sign a “Memorandum of Sale”, an “Arson/Tax Delinquency Statement” and a “Disclosure of Beneficial Interests in Real Property” form. Please review these sample documents included within this kit. Any successful bidder not completing these documents will be considered in default and may forfeit their deposit. The terms of this auction are a legal contract between a buyer and the auctioneers, if you do not understand this document please consult with an attorney.

4. **Auction with Reserve.** This Auction Sale is subject to confirmation of the highest offer or “bid” from a prospective buyer. Potential buyers agree that if deemed to be in the highest position of interest at the conclusion of the sales event that their offer will remain binding and their earnest money will be held by the auctioneers for a period of no more than 1 hour following the conclusion of the auction to afford ample time for consideration of said offer for confirmation. If said offer is not confirmed within the time specified herein, any earnest deposit furnished by the prospective buyer will be returned and all contractual obligations between the seller and that buyer shall be terminated. Auctioneers shall have no obligation to accept any bid and reserve the right to reject any or all bids at any time during the negotiation of this sale.

5. **Confirmation of Offer:** This contract becomes a binding purchase and sales agreement to the buyer and seller parties upon confirmation (acceptance) of the offer by the seller within the time specified by this contract. Said confirmation occurs at the time the seller or authoritative party approves the “best offer” resulted from this process. Upon confirmation the buyers will execute the “Memorandum of Sale”, an “Arson/Tax Delinquency Statement” and a “Disclosure of Beneficial Interests in Real Property” form within the time frame specified within the bidder registration section of this bidders package. Failure to do so will initiate a default. In the event of said default the Auctioneers reserve the right to declare the defaulted bidders rights forfeited and may auction the property once again. Said failure will result in the forfeiture of bidders deposit monies and will invoke Indemnity Provisions as described by this contract (see paragraph 19 & 20 herein).

6. **Properties included in this auction sale are:**

- Parcel ID: 210 8 0, Stickney Rd. - Vacant land
- Parcel ID S28 5 0, Stickney Rd. - Vacant land
- Parcel ID S7 83 0, Ashburnham St. - Vacant land
- 1269 Westminster Hill Road., Parcel ID: S32 190 - Single family home
- 45 Charlton Street, Parcel ID:162 25 0 - Single family home
- 177 – 179 Fairmount Street, Parcel ID: 63 49 0 - Vacant land
- 211 – 215 Fairmount Street, Parcel ID: 63 46 0 - Vacant land
- Plymouth Street, Parcel ID: 62 27 A - Vacant land
- Michael Street, Parcel ID: 313 7 0 - Vacant land

- Westminster Street, Parcel ID: 110 R 13 C - Vacant land
- 5 Beech Street Lane, Parcel ID: 39 20 0 - Vacant land
- Delisle Street, Parcel ID: 102 20 0 - Vacant land
- 9 Nutting Street, Parcel ID: 19 52 0 - Vacant land
- 88 Oak Hill Road, Parcel ID: 63 17 0 - Multi family dwelling (To be demolished)
- 240 Kimball Street, Parcel ID: 41 12 0 - Vacant land
- 0 Parson Circle, Parcel ID: 248 14 A - Vacant land
- 412 Water Street, Parcel ID: 95 53 0 - Vacant land

7. Open House/ Viewing and Inspection. Buyers are urged to perform their own due diligence before bidding on any property. Properties will not be available for inspection after the auction.

8. Down Payments: The specified \$5000.00 bidder's deposit furnished to the auctioneers from any successful bidder will serve as the down payment on any one parcel until closing. All said down payments will be deposited with the City of Fitchburg in a non interest bearing account with any balance due upon closing. All unsuccessful bidder deposits will be returned.

9. Closing Date. Closing is to occur no more than thirty (30) days from the date the Memorandum of Sale is executed.

10. Closing Costs. The Successful Bidder agrees to pay for all their closing costs permitted under state law. This includes, but is not limited to any points, loan origination fees, attorney's fees, lender required inspections, courier fees, lender fees, transfer taxes and recordation fees. In most cases, the closing costs can be financed. Please consult your loan officer.

11. Closing Documents. Upon full payment of the bid price the Treasurer shall deliver a Treasurer's Release Deed executed pursuant to G. L. Chapter 60, §79, conveying the tax title of the City of Fitchburg in and to such property. In the event that any title issues are discovered the Seller or authoritative party has the right to extend the closing date up to 30 additional days to perfect title. The sole remedy for any unforeseen title defects that are not able to be corrected during this interim shall be the refund of any down payments to the buyer and the cancellation of the purchase agreement.

12. Contingencies. All sales are made without any contingencies including those for financing or property inspection. All successful buyers will be expected to close as specified by these terms of sale. If a buyer requires financing it is strongly recommended that prospective Buyers investigate available financing prior to the Auction.

13. Representations and Warranties. All property is being sold "As-Is, Where-Is" and "With All Faults" as of the *Closing Date*. Neither the Seller, the Auctioneers or their contractors, attorneys, officers or directors ("Agents") makes any representations or warranties with respect to the physical condition of any of the land or any improvement thereon, the Property's fitness for any particular purpose, the Property's merchantability, or any other warranty, express or implied. No representations or warranties are made with respect to the subject premises, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like that have been supplied by seller and auctioneer make no representation, warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions. The Seller, Auctioneer, and Auction Firm specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Properties. Bidders are expected to undertake their own independent physical inspection of the Property prior to bidding. If the Successful Bidder's lender requires any repair(s) and/or treatment(s) to be done to the property, it is the Successful Bidder's responsibility to pay for those repair(s) and/or treatments(s) and shall not be considered a contingency to be met by the Seller under any agreement executed between the parties hereto. If the local or state laws require a property Disclaimer or Disclosure from the Seller, the Seller will meet this requirement and the auctioneers will provide any signed documentation from the Seller to all prospective bidders.

14. Environmental Audit. If a residential auction property was built prior to 1978, each bidder will receive a copy of a Lead Based Paint Disclosure from the Seller. For all residential properties built prior to 1978, the Successful Bidder at the auction must sign the Lead Based Paint Disclosure to ratify the contract. For any auction property, the Seller, Auctioneer, Auction Firm bear no responsibility to remove or to pay to remove any lead-based paint,

lead-based paint hazard, asbestos, radon, ground pollution and/or any other environmental contamination from any auction property prior to, on the day of or after settlement. As all auction properties are sold "as-is" and non-contingent on mechanical inspection the successful bidder must waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards to enter into this purchase agreement. (See attached Property Transfer Notification Certification form).

15. All information distributed to a Bidder and all other materials or information (including any oral agreements or representations) shall be subject to and superseded by the terms of the sale, the "Memorandum of Sale" (sales contract) & the Lead Based Paint Disclosure, (if applicable) the buyer registration documents and all other contract documents which shall constitute the entire agreement between the parties as specified by the Terms & Conditions of this Auction Sale. Contact the auctioneers for a copy of the required contract documents prior to auction for review.

16. Interpretation. Interpretation of this agreement shall be consistent with the "Memorandum of Sale" (Agreement to Purchase Real Estate), it being the stated intent that this document and the Memorandum of Sale are to be read as integrated documents conferring the same rights and obligations.

17. Buyers Premium. There will be a 4% BUYER'S PREMIUM assessed and added to the bid price at this auction sale. The buyer's premium is a sales commission due to the auctioneers. The buyer's premium added to the bid price will become the contract price if confirmed. EXAMPLE: Bid Price \$100 + Buyers Premium \$4 = 104 contract price (the price the buyer pays).

18. Licensed Broker Participation NOT offered. Cooperative sales commissions are not offered to any party on any sale of any property involved with this auction.

19. Default. If failure to comply with these Terms & Conditions of Auction Sale or the "Memorandum of Sale" contract, or closing is delayed by actions or lack of actions on the part of the Successful Bidder, default will be declared and all Earnest Money will be retained by the City of Fitchburg as liquidated damages, representing the negotiated and fair measure of damages, not to be construed as a penalty and this shall not be seller's sole and exclusive remedy at law or equity.

20. Indemnity Provisions. By execution of this agreement, bidders agree to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney's fees, court costs, the cost of re-sale, and remarketing costs. The foregoing remedies are not exclusive.

21. Representation. By execution of this agreement the bidder acknowledges the auctioneers represent the seller only.

22. Determination of Disputes. In the case of disputed bids the auctioneers shall have the right to exercise their discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. No transfer shall be recognized from one buyer to another buyer. In the event a dispute should arise after the auction the auctioneers' records shall be conclusive.

23. General Provisions. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that the auctioneers prepared the agreement. Facsimile and digital signatures shall be considered binding. In case any section, clause, sentence, paragraph or part of this contract shall for any reason be judged by any court of competent or final jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this contract, but shall be confined in its operation to the section, clause, sentence, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered. Further, this contract shall be subject to and interpreted by the laws of the Commonwealth of Massachusetts.

24. The auctioneers reserve the right to receive and administer telephone, proxy, absentee, or any other technical means of bid submission in conjunction with the live auction event and to bid on the behalf of any buyer or seller. All bidders agree that there will be no recourse in any technical failure or inability to participate in this event electronically.

25. If any terms of this document conflict with any part of the "Memorandum of Sale" contract, this document shall supersede.

26. Time is of the essence as to all terms of this contract.

27. Bidder Registration: All bidders are required to register and provide suitable I.D. prior to the auction. The auctioneers reserve the right to decline bidders from registration at the discretion of its representatives. Bidder registration will begin approximately 2 hours before the auction. Please arrive early to avoid delay. All bidders will be required to indicate what property they wish to bid upon and will be required to deposit with the auctioneers the \$5000. deposit as specified in the bidder registration segment of this bidder's package. All deposits must be in the form of Cash or Bank check only. Bank checks must be made payable to the bidder, ("yourself"). All bidders must produce a valid photo driver's license or other government photo identification to qualify for registration and to participate in the bidding process. If a bidder registers under the name of an INC. or any other business entity, the bidder will be required to present at the time of registration a corporate resolution authorizing that individual to bid on the behalf of said entity. Acceptance of this authorization shall be at the sole discretion of the auctioneers.

All bidders must register to receive a bidder's number in order to bid on any property. The auctioneer will recognize bids offered by the display of the numbered bid paddle only. Upon confirmation, successful buyers will be required to execute the memorandum of sale and other documents as specified in paragraph 5 before leaving the premises of the auction site.

28. Any addendum to these Terms and Conditions delivered verbally or in writing at the opening of the auction become incorporated into this contract and become components of the whole. Any party entering into the bidding process after the delivery of said addendums accepts these additional or prevailing terms.

Bidder Registration Form Instructions

To be approved to participate in this auction sale please complete the following forms at time of registration. Please indicate the property or properties that you wish to bid upon and furnish the appropriate deposit.

Multiple Property Interest: Any bidder wishing to bid on multiple properties must indicate as such on the registration form and may either provide the appropriate individual deposit for each property or may furnish a \$5000 blanket deposit to satisfy the bidder requirement for multiples. **IMPORTANT:** If you are confirmed a successful bidder on multiple properties and the combined down payment requirement equals more than the \$5000 blanket bidder deposit you will be required to fund the shortage payment by cash or bank check **NO LATER** than 4PM Friday May 29th. This procedure may be performed in person by appointment at Fitchburg City Hall. Failure to perform specifically with these terms will result in a default and the forfeiture of your funds. (See paragraph 19 herein).

Strategic Auction Alliance

NEW ENGLAND'S ASSET CONVERSION SPECIALISTS

Bidder Registration Form City of Fitchburg Tax Possession Auction Sale City Hall, 718 Main Street - Thursday May 28th, 10 am

Notice: any incomplete or illegible registration forms will be rejected.

By submitting this registration form to the auctioneers for review the below stated individual(s) hereby state that I /we read understand and agree to the specific terms of sale as written in the bidder package relating to the Fitchburg Tax Possession Auction Sale scheduled on 5-28-09. I /we agree to turn over the required \$5000 earnest deposit by bank check, (no personal checks) or cash and furnish proper identification to be eligible to bid. (Unsuccessful bidder's deposits will be returned).

I wish to register to bid upon: (check all that apply)

- Parcel ID: 210 8 0, Stickney Rd. - Vacant land (1.434 +/- acres)
- Parcel ID: S28 5 0, Stickney Rd. - Vacant land (40.146 +/- acres)
- Parcel ID: S7 83 0, Ashburnham St. - Vacant land (59.88 +/- acres)
- 1269 Westminster Hill Road,. Parcel ID: S32 190 - Single family home
- 45 Charlton Street, Parcel ID:162 25 0 - Single family home
- 177 – 179 Fairmount Street, Parcel ID: 63 49 0 - Vacant land
- 211 – 215 Fairmount Street, Parcel ID: 63 46 0 - Vacant land
- Plymouth Street, Parcel ID: 62 27 A - Vacant land
- Michael Street, Parcel ID: 313 7 0 - Vacant land
- Westminster Street, Parcel ID: 110 R 13 C - Vacant land
- 5 Beech Street Lane, Parcel ID: 39 20 0 - Vacant land
- Delisle Street, Parcel ID: 102 20 0 - Vacant land
- 9 Nutting Street, Parcel ID: 19 52 0 - Vacant Land
- 88 Oak Hill Road, Parcel ID: 63 17 0 - Multi family dwelling (To be demolished)
- 240 Kimball Street , Parcel ID: 41 12 0 - Vacant land
- 0 Parson Circle , Parcel ID: 248 14 A - Vacant land
- 412 Water Street , Parcel ID: 95 53 0 - Vacant land

I / we will fund my required bidders' deposit. (check only ONE appropriate box)

- By **Cash** In the amount of \$ _____ dollars.
- By **Bank Check**, ("payable to yourself") In the amount of \$ _____ dollars.

I / we hereby have read, understand and hereby agree to the specific terms and conditions of this auction.

Printed Name _____ Address _____ City _____ State _____ Zip _____ Best Phone _____

Signature _____

Printed Name _____ Address _____ City _____ State _____ Zip _____ Best Phone _____

Signature _____

Photo Drivers License page:

This Auction Requires Positive Photo Identification for Registration

I attest to the below identification being that of myself: _____

Your Signature

Place Photo Drivers License here and photocopy this page.

SABIDS



PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below).
Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
- (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) _____ Purchaser or lessee purchaser has received no documents.
- (e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) _____ Purchaser or lessee purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (g) _____ Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law — either through full deleading or interim control — if it was built before 1978 and a child under six years old resides or will reside in the property

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

Address of Property /Unit _____

MEMORANDUM OF SALE AT PUBLIC AUCTION

I hereby acknowledge that on this date I submitted the successful bid at public auction for the treasurer's title of the City of Fitchburg in and to that certain parcel of land described as follows:

That certain parcel of land, located on _____, with any improvements thereon, containing _____ square feet of land, more or less, situated at Fitchburg, Worcester County, Massachusetts, and shown as Assessor's Map _____ Lot _____. See Instrument of Tax Taking recorded with the Worcester Northern District Registry of Deeds in Book _____, Page _____, and Judgment of Foreclosure recorded with the Worcester Northern District Registry of Deeds in Book _____, Page _____.

The total amount bid for this parcel is _____ Dollars (\$_____) of which sum I have paid to the Treasurer of the City of Fitchburg the sum of _____ Dollars (\$_____) as a deposit. The balance of _____ Dollars (\$_____), I have agreed and do hereby agree to pay, in such form as the Treasurer may require, on or before June 27, 2009. Failure to tender such payment by said date shall void the obligations of the City to sell the subject property, and the deposit shall be forfeited, unless an extension for closing is agreed to in writing by the Treasurer.

Upon full payment of the bid price the Treasurer shall deliver a Treasurer's Release Deed executed pursuant to G. L. Chapter 60, Section 77B, conveying the tax title of the City of Fitchburg in and to such property.

The City makes no representations or warranties as to the condition of the premises, and the premises are being sold in "as is" condition. The City makes no representations or warranties as to the compliance of the premises with applicable federal, state or local building and housing codes, regulations or ordinances. I acknowledge that no representations or warranties of any kind whatsoever have been made by or on behalf of the City, including condition of premises, compliance with environmental laws and regulations, compliance with state or local building and housing codes, regulations or ordinances.

In addition to the purchase price, I shall pay the sum of \$250.00 for the legal costs incurred by the City, and all recording costs. I hereby authorize the Treasurer to record the deed within 15 days of its execution. I shall also pay pro forma real estate taxes pursuant to General Laws Chapter 44, Section 63A.

If the City is unable or prohibited as a matter of law from completing the sale as provided herein, the damages of the buyer shall be limited to a refund of the deposit.

The buyer acknowledges that he or she has not been influenced to enter into this transaction nor has he or she relied upon any warranties or representations express or implied in the published advertisement or on information provided by the City or its agents or representatives.

The buyer also agrees to execute a statement under Massachusetts General Laws Chapter 7, Section 40J, which discloses whether or not he or she holds an elected public office and whether or not he or she is an employee of the Division of Capital Asset Management and Maintenance, and to execute an affidavit under the provisions of Massachusetts General Laws Chapter 60, Section 77B as amended by Chapter 803 of the Acts of 1986 in which he or she makes an oath stating that he or she has never been convicted of the crime of arson or of aiding in the commission of the crime of arson or the fraudulent filing of a claim for fire insurance or is not delinquent in the payment of real estate taxes to the City of Fitchburg.

In the event the Buyer fails to complete the purchase in accordance with the terms and conditions of said auction, the City reserves the right to sell the premises to the next highest bidder but is not obligated to do so.

Executed at Fitchburg, Worcester County, Massachusetts this 28th day of May, 2009.

Purchaser

Purchaser

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 28th day of May, 2009, before me, the undersigned notary public, personally appeared _____, who provided satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it as his/her free act and deed.

Notary Public

My commission expires:

ARSON/TAX DELINQUENCY STATEMENT

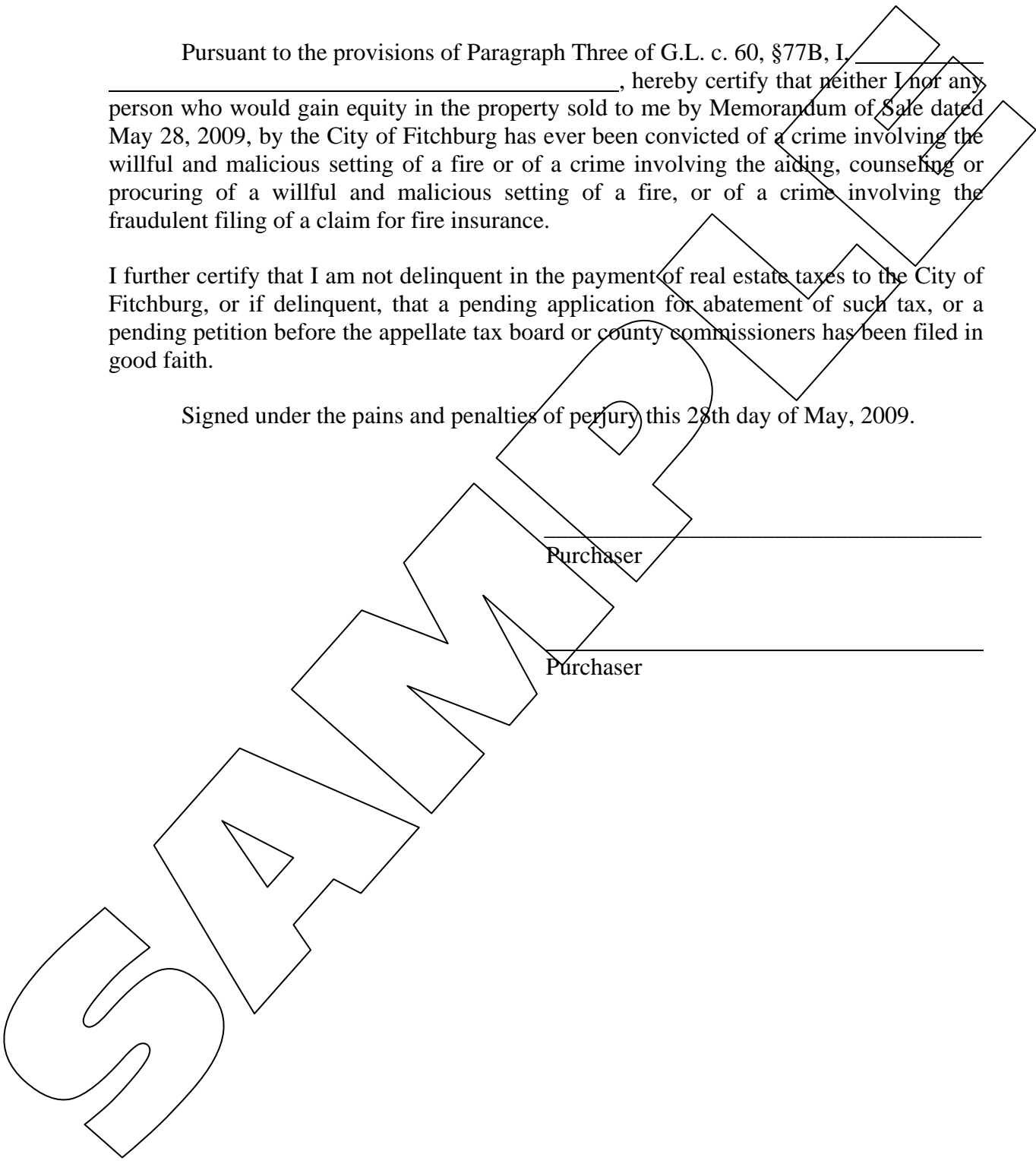
Pursuant to the provisions of Paragraph Three of G.L. c. 60, §77B, I, _____, hereby certify that neither I nor any person who would gain equity in the property sold to me by Memorandum of Sale dated May 28, 2009, by the City of Fitchburg has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance.

I further certify that I am not delinquent in the payment of real estate taxes to the City of Fitchburg, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or county commissioners has been filed in good faith.

Signed under the pains and penalties of perjury this 28th day of May, 2009.

Purchaser

Purchaser



**DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY
TRANSACTION**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance, as required by M.G.L. c.7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: City of Fitchburg, Massachusetts

2. Complete legal description of the property:

That certain parcel of land, located on _____, with any improvements thereon, containing _____ square feet of land, more or less, situated at Fitchburg, Worcester County, Massachusetts, and shown as Assessor's Map __, Lot __. See Instrument of Tax Taking recorded with the Worcester Northern District Registry of Deeds in Book _____, Page _____, and Judgment of Foreclosure recorded with the Worcester Northern District Registry of Deeds in Book _____, Page _____.

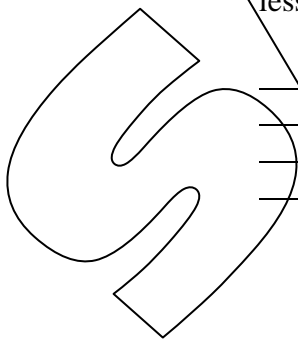
3. Type of Transaction: Sale _____ Lease or rental for [term]

4. Seller(s) or Lessor(s): City of Fitchburg

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

_____	_____
_____	_____
_____	_____
_____	_____



None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name

Title or position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 5 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Dated: May 28, 2009

Dated: May 28, 2009

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Property Address: _____

Sale Price: \$ _____

Deposit: \$ _____

Buyer: _____

Buyer: _____

Address: _____

Deed: _____