



31 New Chardon Street, Boston, MA 02114  
617-646-1019      dan@mclaughlinco.com

## BIDDER INFORMATION PACKAGE

10 A STREET  
DERRY, NEW HAMPSHIRE

### Table of Contents

1. Notice of Foreclosure
2. Memorandum of Foreclosure Sale (and Exhibits)
3. Site Description
4. Site Plan
5. Assessor's Map
6. Description of the Improvements
7. Assessment and Tax Data
8. Photographs of The Property

#### **Disclaimer:**

The information contained in this package is believed to be accurate but is not guaranteed. It is the sole responsibility of the bidders at this auction to conduct their own due diligence and make their own determinations. Neither the foreclosing lender, the auctioneer, nor counsel to such entities makes any representations or warranties with regard to the subject property.

## NOTICE OF FORECLOSURE

By virtue of the power of sale contained in a certain mortgage and security agreement (the "Mortgage") given by 60 Isinglass, Inc. (the "Mortgagor") to TD Banknorth, N.A. (nka TD Bank, N.A.)(the "Morgagee"), dated March 16, 2006, and recorded at the Rockingham County Registry of Deeds at Book 4630, Page 682, in execution of said power of sale and for breach of the conditions of the Mortgage, for purposes of foreclosing the same, the Morgagee will sell at

### **PUBLIC AUCTION**

on **April 9, 2010, at 11:00 am** in Derry, Rockingham County, New Hampshire, on the premises located at **10 A Street, Derry, Rockingham County, New Hampshire**, which premises are described in the Mortgage and which may be currently described as follows (the "Mortgaged Premises"):

Two certain tracts or parcels of land in Derry, Rockingham County, New Hampshire more particularly described as follows:

#### Tract I

Lot 0812-4 on a certain plan of land entitled "Health Club & Daycare Center, Proposed Subdivision, Tax Map 128-081-2-3, A Street, Derry, NH" dated 4/2/97 and revised 4/21/97, prepared for Opechee Construction Management Corporation, prepared by J.K. Blais Associates, recorded in the Rockingham County Registry of Deeds as Plan No. D-25530.

The within premises is conveyed subject to easements, covenants, restrictions and encumbrances of record including, but not limited to, a Declaration of Covenants/Restrictions dated December 30, 1970, and recorded at Book 2049, Page 442 as amended at Book 2758, Page 56 of the Rockingham County Registry of Deeds.

#### Tract II

A portion of Tax Lot 081-2-3 described as the "Hatched Area To Be Conveyed From Tax Lot 081-2-3 to Tax Lot 081-24" on a plan of land entitled "Lot Line Adjustment Plan" for the project entitled "Amerisports Fitness & Wellness "A" Street, Derry, New Hampshire" prepared for 10A, L.L.C., 10 A Street, Derry, N.H. 03038 by Easterly Surveying, Inc., 191 State Road, Suite #1, Kittery, Maine 03904, recorded with the Rockingham County Registry of Deeds as Plan No. D-27303, more particularly described as follows:

Beginning at a bound on the southerly edge of "A" Street at the southerly corner of the described premises as shown on said Plan; then  
S 19° 56' 07" E 387.78 feet to a point; then  
S 56° 41' 45" W 230.92 feet to a point; then  
N 07° 03' 06" E 495.08 feet to the point of beginning.

Containing 43,560 square feet or 1.00 acre of land, according to said plan.

Including all rights and interest of Grantor as set forth in a certain Release Deed from Boston and Maine Corporation of 10A, LLC recorded on December 20, 1999 at Book 3444, Page 2686.

Subject to conditions set forth on deed recorded at Book 3224, Page 2921.

Subject to setbacks, sewer and drainage easements, railroad easements, notes and matters set forth on plans recorded as plan numbers D-25530, D-27303 and D-27606.

Subject to matters set forth on deeds recorded at Book 3407, Page 341 and Book 3444, Page 2686.

Less any portion of the premises previously released from the Mortgage.

[End of Description]

The original Mortgage and Security Agreement may be examined by any interested person at the offices of **Ford & Weaver, P.A.**, 10 Pleasant Street, Suite 400, Portsmouth, New Hampshire, between the hours of 9:00 a.m. and 4:00 p.m. during the business week.

**To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Mortgagee conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.**

**Liens and Encumbrances:** The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, condominium fees, liens and other encumbrances entitled to precedence over the Mortgage and the security interest held by the Mortgagor.

**Terms:** To qualify to bid, bidders other than the Mortgagee must place **Twenty Five Thousand Dollars (\$25,000.00)** on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the sale. The successful bidder will be required to execute a Memorandum of Foreclosure Sale (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. A copy of the Memorandum shall be available for inspection prior to commencement of the foreclosure sale. The successful bidder shall be required to tender an additional deposit (which, together with the initial deposit shall hereafter be referred to as the Adeposit@) within five (5) business days (time being of the essence) of the conclusion of the auction so that the total deposit amount held by or on behalf of the Mortgagee shall be equal to 10% of the successful bid. The failure of the successful bidder to tender such additional deposit shall be a breach of the said bidder=s obligations under the Memorandum, entitling the Mortgagee to all of its rights and

remedies thereunder. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within forty five (45) days, on or before the close of business on May 24, 2010. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the close of business on May 24, 2010, then the Mortgagee reserves the right to exercise all of its remedies as set forth in the Memorandum, including without limitation, the right to retain the deposit, in full, as reasonable liquidated damages or, as the duly appointed attorney-in-fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum, as a result of the bidder's failure to perform. If the deposit is retained for any reason, it shall become the property of the Mortgagee, and shall not be required to be applied to the Mortgage debt. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

**Exclusion of Warranties:** Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession or tenancies, condition of the Mortgaged Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgaged Premises, or any implied or express warranties of any kind, the Mortgaged Premises being sold 'AS IS' and "WHERE IS."

**Reservation of Rights:** The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (2) bid on, assign its bid if it is the successful bidder, and/or purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises, the foreclosure and secured party sale of the Mortgaged Premises being offered WITH RESERVE; (4) sell all or only a portion of the Mortgaged Premises as the Mortgagee may deem necessary; (5) waive reading this Notice or any portion thereof at the foreclosure sale; and (6) amend or alter the terms of sale as stated in this Notice by oral or written announcement made at any time before or during the foreclosure sale, and such changes or amendments shall be binding on all bidders.

For further information regarding the Mortgaged Premises, contact the auctioneer, Daniel P. McLaughlin, McLaughlin & Company, 31 New Chardon Street, Boston, MA 02114, 617-646-1019, [www.re-auctions.com](http://www.re-auctions.com).

March 16, 2010

TD Bank, N.A. fka TD Banknorth, N.A.  
By Its Attorneys  
Ford & Weaver, P.A.  
10 Pleasant Street, Suite 400  
Portsmouth, NH 03801  
603-433-2002

By: /s/Mark F. Weaver, Esq.  
Mark F. Weaver, Esq.

## MEMORANDUM OF FORECLOSURE SALE

THIS MEMORANDUM OF FORECLOSURE SALE (the "Memorandum"), entered into this 9th day of April, 2010, by and between \_\_\_\_\_ of \_\_\_\_\_ with a tax I.D./social security number of \_\_\_\_\_ ("Buyer") and TD Bank, N.A., fka TD Banknorth, N.A. ("Seller").

WHEREAS, pursuant to the Notice of Foreclosure mailed to all necessary parties on or about March 12, 2010 (the "Notice"), a copy of which is attached hereto as Exhibit A, and read aloud at the time set forth therein, the terms of said Notice being incorporated herein by this reference, Seller has auctioned an interest in certain real property and the buildings and improvements thereon located at **10 A Street, Derry, Rockingham County, New Hampshire** (the "Premises"), pursuant to a power of sale mortgage given by 60 Isinglass, Inc. (the "Mortgagor") to TD Banknorth, N.A. (nka TD Bank, N.A.) (the "Mortgagee"), dated March 16, 2006, and recorded at the Rockingham County Registry of Deeds at Book 4630, Page 682;

WHEREAS, Buyer made a non-refundable deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00) (the "Deposit") as required by the terms of the Notice and submitted a bid in the amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_ .00) for the Premises at the foreclosure sale, which bid was the highest bid therefor (the "Purchase Price") and was so accepted by Seller.

NOW, THEREFORE, in consideration of Seller's acceptance of Buyer's bid and of Buyer's payment of the Deposit to Seller, the parties hereto agree as follows:

1. Seller shall convey the Premises to Buyer by duly executed foreclosure deed and affidavit (the "Foreclosure Deed"), the Premises being sold "AS IS, WHERE IS", and delivered to Buyer on or before **May 24, 2010** (the "Closing") at the offices of Ford & Weaver, P.A.
2. Within five (5) business days of the date hereof, time being of the essence, Buyer shall pay to Seller an amount that increases the non-refundable Deposit to ten percent (10%) of the total Purchase Price.
3. At the Closing, Buyer shall simultaneously pay the remainder of the Purchase Price due to Seller, in cash or certified funds, in exchange for the Foreclosure Deed. In addition, Buyer shall execute such other documentation as is reasonably requested by Seller, including, without limitation, a Receipt and Acknowledgment of Delivery of Deed, and a Declaration of Consideration. **Buyer shall be responsible for all closing costs, including the Seller's and Buyer's portions of the transfer tax and all recording fees.**
4. Buyer acknowledges that Seller makes no warranties or representations whatsoever, including without limitation those warranties and representations regarding title, the existence or approvals for a condominium, possession or tenancies, condition of the Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Premises or the existence of any condominium under New Hampshire law on the premises. **THE BUYER ACCEPTS THE PREMISES AS-IS AND WHERE-IS, WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.**

5. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT AS OF THE DATE OF THIS MEMORANDUM THAT BUYER IS RESPONSIBLE FOR PROVIDING ANY INSURANCE ON THE PREMISES AND THAT BUYER IS SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY OCCURRING ON THE PREMISES. BUYER ALSO AGREES THAT SHOULD ANY DAMAGE OCCUR ON THE PREMISES, INCLUDING THE DESTRUCTION OF ANY BUILDINGS THEREON, BUYER SHALL NOT BE RELIEVED OF BUYER'S OBLIGATIONS UNDER THIS MEMORANDUM.

6. Buyer acknowledges that Seller conveys the Premises subject to any and all liens and encumbrances entitled to precedence over the Mortgage and Security Agreement, including, but not limited to, all unpaid taxes, assessments, fees, and all liens for hazardous waste clean-up asserted by the United States of America, the State of New Hampshire, or any other political subdivision thereof.

7. The parties agree that TIME IS OF THE ESSENCE WITH RESPECT TO BUYER'S PERFORMANCE UNDER THIS MEMORANDUM.

8. In the event of Buyer's default hereunder, then Seller may, at its option, either:

- A. Retain the Deposit as reasonable liquidated damages; or,
- B. At its option, and in lieu of all other remedies hereunder:
  - i. Retain the Deposit;
  - ii. Receive an Assignment, to whatever party Seller shall designate in its discretion, of the Buyer's rights and obligations hereunder and under Buyer's bid;
  - iii. Acquire the Premises as Buyer for a price equal to the Purchase Price, against which price said Deposit shall be credited; and,
  - iv. In furtherance of the remedies in Subparagraphs (ii) and (iii) above, Buyer hereby irrevocably appoints Seller its true and lawful attorney-in-fact to act in its name and stead, for the purpose of completing an assignment of all of Buyer's rights and obligations under this Agreement and, for such purpose, Seller may execute all documents and instruments necessary therefor; said assignment to be in the form set forth in Exhibit B attached hereto and made a part hereof. Buyer hereby ratifies and confirms all acts taken by its said attorney by virtue of this power. This power shall be deemed to be a power coupled with an interest and not subject to a revocation.
- C. Seller may pursue any and all other rights and remedies otherwise available to it at law or in equity.

9. In any action to enforce this Agreement, or in the event of any default under this Agreement by Buyer, Seller shall be entitled to recover all of its costs and expenses arising from such default including actual attorney's fees incurred.

10. In the event of any default by the Seller, then Buyer's remedies shall be strictly limited to the return of the Deposit, and Buyer shall not be entitled to specific performance hereunder. Buyer waives all claims arising out of any breach of this Agreement by Seller for damages relating to or computed by reference to lost profits, consequential damages and every other form of damage. The provisions of this paragraph are a material inducement to the Seller entering into this Agreement.

11. This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of rights under this Memorandum by Buyer, other than the assignment contemplated in Section 8 hereinabove, must be consented to by Seller in Seller's sole discretion and must be in writing in a form and content that is satisfactory to Seller.

12. Pursuant to New Hampshire R.S.A. 477:4-a, Seller hereby notifies and Buyer hereby acknowledges receipt of notification of the following:

Radon Gas: Radon gas, the product of the decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

13. Buyer acknowledges receipt of the Water Supply and Sewage Disposal Disclosure required by R.S.A. 477:4-c and attached hereto as Exhibit C, and agrees that Seller has complied with said R.S.A. 477:4-c.

14. This Memorandum, together with the provisions of the Notice incorporated herein, contains all of the agreements and understandings of the parties hereto relating to this conveyance. Neither party has relied upon any representation, express or implied, oral or written, made by the other party, or its agent, in entering into this Memorandum, except as may be provided for herein.

15. This Memorandum may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

WITNESS our hands as of the date first above written.

TD Bank, N.A.  
fka TD Banknorth, N.A.  
(SELLER)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its

BUYER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel No.: \_\_\_\_\_

**EXHIBIT A**

**NOTICE OF SALE**

**EXHIBIT B**  
**ASSIGNMENT**

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Assignor"), acting by and through his/her duly appointed Attorney-in-Fact, TD Bank, N.A. (hereinafter "Bank"); which Power of Attorney is evidenced by a Memorandum of Foreclosure Sale by and between Assignor and Bank, as Seller thereunder, dated **April 9, 2010** (the "Memorandum"), HEREBY ASSIGNS, GRANTS, SETS OVER AND CONVEYS to TD Bank, N.A. or \_\_\_\_\_ (hereinafter "Assignee") all of their right, title and interest in and to: (a) the premises located at 10 A Street, Derry, Rockingham County, New Hampshire; (b) the agreement to purchase the Premises, including all of the matters, terms and conditions set forth in and arising from the Memorandum, and (c) all of their right, title and interest arising from the bid entered by Assignor for the Premises at that certain foreclosure sale referenced in said Memorandum.

This Assignment arises out of Assignor's failure to perform in accordance with the terms of the Memorandum, and is made in the exercise of Seller's rights, as the same are set forth in Paragraph 8 thereunder.

**ASSIGNOR:** \_\_\_\_\_  
By his/her Attorney-in-Fact,  
TD Bank, N.A.

Dated:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT C**

**WATER SUPPLY AND SEWAGE DISPOSAL**  
**DISCLOSURE PURSUANT TO R.S.A. 477:4-c**

SELLER: TD Bank, N.A.

BUYER:

PROPERTY: 10 A Street, Derry, NH

I. Seller discloses the following information to Buyer regarding the water supply at the Property:

- A) Type of private water supply system: Unknown to Seller, believed to be public water supply.
- B) Location: See above.
- C) Malfunctions: See above.
- D) Date of installation: See above.
- E) Date of most recent water test: See above.
- F) Unsatisfactory water test or water test with notations: See above.

II. Seller discloses the following information to Buyer regarding the sewage disposal system at the Property:

- A) Size of tank: Unknown to Seller, believed to be a public sewage system.
- B) Type of sewage disposal system: See above.
- C) Location: See above.
- D) Malfunctions: See above.
- E) Age of system: See above.
- F) Date of most recent service: See above.
- G) Name of contractor who services the system: See above.

III. Seller discloses the following information to Buyer regarding the insulation in the Property:

Seller is not aware of what amount of insulation exists for the property.

**SELLER:**

**TD Bank, N.A.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DATE:

**Buyer acknowledges receipt of this disclosure.**

**BUYER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

## SITE DESCRIPTION

The subject property is located at 10 A Street in the town of Derry, Rockingham County, New Hampshire. The site is described as follows:

ACREAGE:	3.61 acres
TAX MAP #:	Map 8, Block 1, Lot 2004
ZONING:	Industrial District IV
UTILITIES:	Electricity, municipal water and sewer.
FRONTAGE:	272.75 feet along A Street
TOPOGRAPHY:	Level
GRADE:	At grade with A Street
SHAPE:	Irregular
ACCESS:	Good from A Street via one driveway
VISIBILITY:	Good from A Street
EASEMENTS OR ENCROACHMENTS:	The rear of the site is impacted by a 30' wide railroad easement. A 20' wide strip of land along the west parking lot is impacted by a sewer easement. The southwest corner of the site is impacted by a 20' wide drainage easement.
PRESENCE OF TOXIC WASTES:	This appraisal assumes no contamination. See Limiting Condition # 4.
FLOOD STATEMENT:	According to FIRM "Flood Insurance Rate Map #33015C0339E dated May 17, 2005, the subject site <i>appears</i> to be located outside of the 100 and 500-year flood hazard areas. (See Exhibit F – FIRM Flood Map).



DERRY TAX MAP # 8



## DESCRIPTION OF IMPROVEMENTS

The subject consists of a 20,164 square foot one-story R&D building shell that has historically been owner-occupied as a health club. According to the listing broker, a 4,500 square foot portion of the building is occupied.

Information on the building was obtained from an external inspection of the property on March 16, 2010 and town records. **As noted in the Extraordinary Limiting Conditions, interior inspection of the subject was not possible. The following information is based on limited available data and comparable buildings, and is assumed to be accurate.** A summary of the building's main components and features is presented below.

### GENERAL DATA:

GROSS BUILDING AREA:	20,164 square feet; 142' x 142' (per approved site plan on file with the town of Derry).
DATE OF CONSTRUCTION:	1997 (according to town records)
BASEMENT:	None
FLOOR:	Reinforced poured concrete
EXTERIOR WALL FRAMING:	Steel frame and concrete block
EXTERIOR WALLS:	Concrete block
ROOF COVERING:	Flat rubber membrane
WINDOWS:	Aluminum frame casement windows with insulated glass.
EXTERIOR DOORS:	Aluminum frame with insulated glass. Steel side/rear doors.
OVERHEAD DOORS:	None noted.

### INTERIOR FINISH (based on comparable properties):

CONFIGURATION:	Three units with office and health club build-out. Interior was not inspected.
WALLS/PARTITIONS:	Drywall over wood or metal studs (based on comparable properties).
CEILINGS:	Suspended acoustic tile (based on comparable properties).
FLOORS:	Combination of commercial carpeting, tile, and VCT (based on comparable properties).

**MECHANICAL DETAILS:**

**LIGHTING:** Flush fluorescent fixtures.

**PLUMBING:** Municipal water and sewer. Unknown number of restrooms. Assume some kitchenettes. Assume locker rooms with showers as part of the health club build-out.

**ELECTRICAL SERVICE:** Main service size is not known.

**HVAC:** Gas-fired forced hot air with A/C throughout.

**FIRE PROTECTION:** Unknown. Assume to code.

**SITE IMPROVEMENTS:**

**PARKING:** The site contains a large paved parking area to the south and west of the building. The parking area appears to be more than adequate for a building of this size due to the parking requirements of the former health club use.

**WALKS:** Concrete

**LANDSCAPING:** The site contains some grassed areas and shrubs surrounding the building and parking lot.

**SPECIALIZED BUILD-OUT:** Since the subject was previously occupied as a health club, it is assumed to contain specialized build-out, including locker rooms with sinks and showers. It may also contain a whirlpool, sauna, steam room. The rear of the building contains a large 35' x 65' outdoor pool and concrete deck.

**PERSONAL PROPERTY/  
TRADE EQUIPMENT:**

Excluded - No specialized build-out or F, F, & E has been considered in this valuation of the real estate only.

**Building Descriptions Summary**

Based on my exterior inspection and information available from the town of Derry, the subject appears to be an average quality concrete block exterior R&D building. According to town records, the building was constructed in 1997. It appears to be in average physical condition. It reportedly contains 4,500 square feet of leased office space along the front of the building. It is assumed that the rear 15,700+/- square foot space contains specialized build-out consistent with that of a health club facility.

## ASSESSMENT AND TAX DATA

The town of Derry currently assesses the subject property as follows.

Map/Lot	Land Value	Improvements	Total Assessment
8/001/002004	\$320,600	\$1,123,400	\$1,444,000

The current 2009 tax rate for the town of Derry is \$27.88 per \$1,000 of assessed value.

Based on the current tax rate and assessment, the total annual real estate tax expense is \$40,259, or \$2.00 per square foot of gross building area.

Derry's 2009 equalization ratio is 95.0%, indicating an equalized assessed value of \$1,520,000, or \$75.38 per square foot of gross building area. Based on the market value estimated in this appraisal, the subject property appears to be over-assessed.

As of March 16, 2010, a total of \$80,919 in past due real estate taxes are owed to the town of Derry (inclusive of accrued interest). The value estimated in this appraisal has not been adjusted to account for these past due taxes. However, it should be noted that these past due taxes will have to be paid at the time of a property transfer.

**SUBJECT PHOTOGRAPHS**



**Front View from A Street - March 2010**

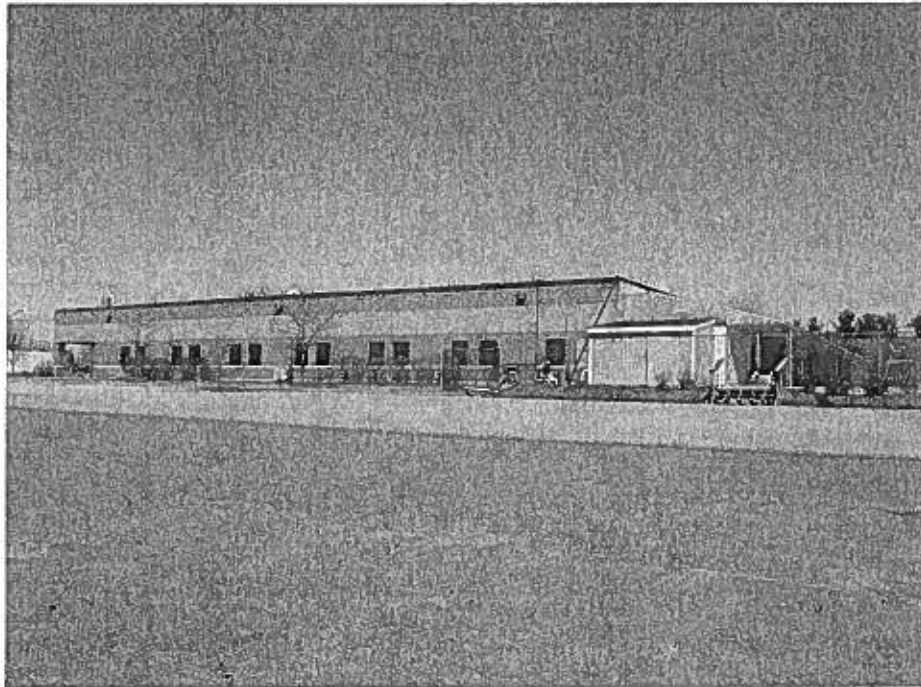


**Front View - March 2010**

**SUBJECT PHOTOGRAPHS**



**Front View from A Street - March 2010**

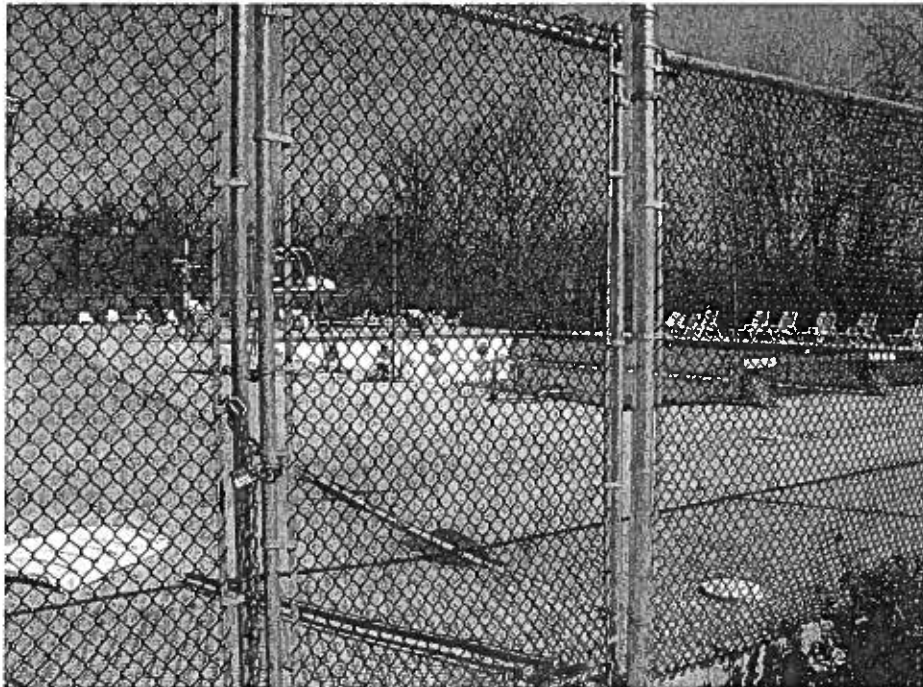


**Side View from Parking Lot - March 2010**

**SUBJECT PHOTOGRAPHS**



**Side View - March 2010**



**View of Pool at Rear of Building - March 2010**