

ASSESSORS' PARCEL #190460000
0 SUMMER STREET, MEDWAY, MASSACHUSETTS
MEMORANDUM OF SALE

This Memorandum of Sale is made this 2nd day of May, 2024 by and between Tallage Brooks, LLC (“Seller”) and _____ (the “Buyer”).

1. TAX TITLE SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on May 2, 2024 by Sullivan & Sullivan Auctioneers, LLC on behalf of Seller as the holder of title to the above-referenced property by reason of foreclosure of an Instrument of Taking dated December 11, 2017, and recorded with the Norfolk County Registry of Deeds in Book 35664, Page 269 (attached hereto as **Exhibit A**), assigned to Seller by Instrument of Assignment dated May 24, 2021 and recorded with said Registry of Deeds in Book 39453, Page 568 (attached hereto as **Exhibit B**), which Instrument of Taking was foreclosed by Judgment issued by the Land Court of the Commonwealth of Massachusetts in Case No. 21 TL 000493 on November 14, 2023 (attached hereto as **Exhibit C**), which Judgment was recorded with the Norfolk County Registry of Deeds in Book 41521, Page 267, the Buyer as the highest bidder agrees to purchase the property described below and appearing on the Town of Medway Assessors' Maps as Parcel Number 190460000 (the “Property”) in accordance with the terms hereof, and as set forth in the Notice of Sale of Real Estate Obtained Through Tax Title Foreclosure (“Notice of Sale”)(attached hereto as **Exhibit D**) and described in the Instrument of Taking.

2. DESCRIPTION OF THE PROPERTY

Land located at 0 Summer Street in Medway; containing 3.009 Acres shown on the Assessor's Map 190460000, recorded at Norfolk County Registry of Deeds, Book/Page 7024-627.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the Release Deed, in the form attached hereto as **Exhibit E**, subject to all matters of record and pursuant to the Notice of Sale and, in addition, subject to (i) easements, restrictions, agreements and other encumbrances of record, if any, to the extent in force and applicable; (ii) zoning, environmental, septic and building laws; (iii) state excise stamp taxes; (iv) any and all municipal betterments, assessments or liens; (v) any existing environmental contamination; (vi) tenancies and occupancies, notice of which may not be recorded and (vii) any rights available to interested parties under the laws of the Commonwealth.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ Dollars (\$ _____) of which Five-Thousand Dollars (\$5,000.00) has been paid this day in accordance with the terms of the Notice of Sale, with the balance, plus a Buyer's premium equal to 5% of the entire purchase price, to be

paid by wire transfer, certified check or bank check at the time of the delivery of the deed under the terms and conditions set forth as described in the Notice of Sale. Seller shall be entitled to any interest earned on the deposit and the amount to be paid by the Buyer shall not be adjusted to reflect any interest earned on the deposit. Buyer will also be responsible for payment of all outstanding taxes, plus any and all recording charges and registry stamps.

5. CLOSING

The release deed is to be delivered, and the balance of the consideration paid, on May 31, 2024 (or an earlier date as may be mutually agreed to) at 2:00 p.m. at the Norfolk County Registry of Deeds, or another location mutually agreed to by the parties. It is agreed that time is of the essence of this agreement. The Parties acknowledge and agree that Seller shall not be required to attend or to cause Seller's attorney to attend the closing in person. Seller reserves the right to extend the closing date by thirty days under terms and circumstances in its sole discretion.

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated herein, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall, if legally able, convey such title. Buyer acknowledges that Seller makes no representations or warranties about the insurability of title of the Property. Buyer agrees that its ability to obtain title insurance is not a condition of this Memorandum and that inability to obtain title insurance shall not be grounds for termination of this Memorandum.

7. RISK OF LOSS

Seller shall not be required to maintain casualty insurance covering the Property. Risk of loss shall be as of this day on the Buyer. The obligation of the Buyer to pay the full bid price as defined in paragraph 4 is not dependent upon Seller's maintenance of insurance and is not dependent upon the state or condition of the property.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of Seller to be performed or observed. Buyer shall record the deed within 24 hours of receiving it from Seller.

9. POSSESSION AND CONDITION OF THE PROPERTY

The Buyer acknowledges that no representations or warranties of any kind whatsoever, have been made by or on behalf of the Seller concerning zoning, abutters, environmental matters, septic systems, state of title, common expenses, utilities, operating expenses, current rental

income, physical or structural condition of the premises, any leases, tenancies or occupancy arrangements with respect to the Property, the existence on the Property of any hazardous waste, asbestos, lead-based paint, plaster or other lead-based accessible material, or any other materials which may be subject to governmental regulation or restriction, or any other matters whatsoever. Seller shall have no liability in connection with lead and environmental issues. Title to any personal property located on the premises will not be conveyed. It is understood that the Buyer shall maintain the premises in conformance with all applicable environmental laws and regulations, including, but not limited to Mass. Gen. L. c. 21E, Mass. Gen. L. c. 111, and 42 U.S.C. § 103, et seq. The Buyer further acknowledges that Seller makes no representations or warranties of any kind whatsoever concerning the presence or absence of a septic system on the premises. Pursuant to 310 CMR 15.301, if the premises are serviced by a septic system, the Buyer shall be required, at his/her/its own expense, to inspect the septic system no later than six months from the date of sale and shall otherwise comply with the requirements of 310 CMR 15.300 through 15.305. It is understood and acknowledged that Seller shall have no liability whatsoever in connection therewith.

The Buyer further warrants, represents and acknowledges to Seller and agrees that Seller is relying upon the following: By execution of this Memorandum, and that Buyer accepts the Property "AS IS", subject to all matters of record, and, in addition, subject to (i) easements, restrictions, agreements and other encumbrances of record, if any, to the extent in force and applicable (ii) zoning, environmental, septic and building laws (iii) state excise stamp taxes (iv) any and all municipal betterments, assessments or liens (v) any existing environmental contamination (vi) tenancies and occupancies and riparian rights, notice of which may not be recorded and (vii) any rights available to interested parties under the laws of the Commonwealth, etc. and Buyer is not relying upon any representations of the Seller or Seller's agents in connection with same and in connection with Buyer's decision to purchase the Property, including, without limitation, as to the character, quality, use, value, quantity or condition of the Property except as expressly set forth herein.

Any statements which may have previously been made by the Seller, including without limitation by an auctioneer, realtor/broker, or any information disseminated by said auctioneer, realtor or broker, if any, are specifically hereby voided and are superseded by this Memorandum. Buyer acknowledges and agrees that Seller shall have no obligation to repair any defect existing on the Property. Without intending to limit the generality of the foregoing, Seller does not warrant or represent that the Property complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the Premises. Buyer hereby agrees that Seller shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations, or the like, which relate to lead paint, asbestos, radon, mold, hazardous chemicals, hazardous materials, or hazardous substances or any requirements that Seller remove any or all of the same, Buyer hereby assuming any and all such responsibility and liability. Seller makes no representations concerning the accuracy of any information provided by the Auctioneers unless expressly incorporated into this Memorandum. The provisions of this Section shall survive the delivery of the deed.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller due to the Buyer's default, including the costs and expenses of subsequent auctions of the Property or any portion thereof and attorneys' and auctioneers' fees in connection therewith. The Seller shall also have the right, but not the obligation, to sell the Property to the underbidder(s) at the public auction in accordance with the terms announced at the public auction. Should litigation be required to enforce the terms of this provision the Buyer will be obligated to compensate the Seller for its attorneys' fees and court costs in conjunction therewith.

11. DEED STAMPS AND RECORDING FEES

Buyer shall pay all stamps required to be affixed to the Release Deed by the laws of the Commonwealth of Massachusetts, if any. The Buyer shall pay all recording fees in connection with the transfer of the Property.

12. NOTICE

All notices, requests and the like, which shall or may be given under this Memorandum shall be sufficient only if in writing and shall be given either by hand delivery or by sending by registered or certified mail, return receipt requested, proper postage prepaid, or by federal express or other reputable overnight mail service, or by facsimile:

- (a) If intended for Seller, addressed to:

Tallage Brooks, LLC
William Cowin, Manager
165 Tremont Street, Suite 305
Boston, MA 02111
Bill.cowin@tallagellc.com

with a copy in like manner to:

Kaitlyn Baptista, Esq.
HILL LAW
6 Beacon Street, Suite 600
Boston, MA 02108
kbaptista@danhilllaw.com
fax: 617-300-9070

- (b) If intended for Buyer, addressed to:

with a copy in like manner to:

or to such other address or addresses as may from time to time hereafter be designated by either party by like notice. Any notice given in accordance with the terms of this section shall be deemed to have been given as of the date of mailing, hand delivery, facsimile, or delivery to the overnight mail service as the case may be.

13. BROKER FEES

Buyer represents and warrants to Seller that Buyer has not contacted any real estate broker in connection with this transaction and was not directed to Seller as a result of any services or facilities of any real estate broker, except as identified above. Buyer agrees to indemnify Seller against and to hold Seller harmless from any loss, damage, cost (including, without limitation, attorneys' fees) or liability which Seller may incur as a consequence of any claim for a commission or fee arising from this transaction asserted against Seller by any broker with whom Buyer has dealt. The provisions of this Section shall survive delivery of the deed.

14. WARRANTIES AND REPRESENTATIONS

Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he/she/they/it relied upon any warranties or representations not set forth or incorporated herein.

15. REPRESENTATION BY COUNSEL

Each party acknowledges that they are represented by counsel or have had the opportunity to be represented by counsel of their respective choice.

16. NO ASSIGNMENT OR RECORDING OF MEMORANDUM

In the event the Buyer either makes an assignment of Buyer's rights under this Memorandum or records a copy of this Memorandum, or notice thereof, with the Registry of Deeds, Seller may, at its option, (a) declare Seller's obligations hereunder to be null and void, (b) deem Buyer to be in default of its obligations hereunder and (c) retain any deposits paid hereunder by Buyer.

17. PERSONAL PROPERTY

The Buyer acknowledges that the Property may contain personal property presumably belonging to a former owner or occupant, and that Seller's title to the Property derives from a tax

title foreclosure, and that Seller has never occupied the Property. The Buyer shall defend, indemnify, and hold the Seller harmless for any claims, damages, losses or judgments of any kind relating to the use, removal, disposal, conversion, or transfer of such personal property, including any claim of unlawful eviction. The provisions of this Section shall survive delivery of the deed.

18. CONSTRUCTION OF AGREEMENT

This instrument, executed in duplicate, is to be construed as a Massachusetts contract, governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties hereto and supersedes any prior discussions, negotiations or proposals, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this memorandum or to be used in determining the intent of the parties to it. In the event of an inconsistency between the Notice of Sale and this Memorandum, the terms of the Memorandum shall control.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first written above.

SELLER
TALLAGE BROOKS, LLC

BUYER

William Phillip Cowin, Manager

Buyer: _____

Address: _____

Email: _____

Tel: _____

**EXHIBIT A
(INSTRUMENT OF TAKING)**

This instrument must be filed for record or registration within 60 days from its date

State Tax Form 301
Revised 3/2009

COMMONWEALTH OF MASSACHUSETTS
MEDWAY
Name of city or town
Office of the Collector of Taxes

G.L. c. 60, §§ 53 and 54

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

INSTRUMENT OF TAKING

CERTIFY

William P O'Donnell
WILLIAM P. O'DONNELL, REGISTER

I, Joanne M. Russo, Collector of Taxes for the City/Town of Medway, acting under General Laws Chapter 60, Sections 53 and 54, hereby take for the city/town the real property described below:

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property and must agree with the notice of taking. In the case of registered land, the Certificate of Title Number and the Registration Volume and Page must be given.)

Land located at 0 Summer Street in Medway; containing 3.009 Acres shown on the Assessor's Map 190460000, recorded at Norfolk County Registry of Deeds, Book/Page 7024-627.

This land is taken because taxes, as defined in Chapter 60, Section 43, assessed on the property to Boczanowski Construction Inc for the fiscal year 2017 were not paid within 14 days after a demand for payment was made on 0 Summer Street on May 11th, 2017. After notice of intention to take the land was given as required by law, they remain unpaid along with interest and incidental expenses and costs to the date of taking as follows:

Fiscal Year <u>2017</u> Taxes Remaining Unpaid	\$ <u>419.33</u>
Interest to Date of Taking	\$ <u>56.89</u>
Incidental Expenses and Costs to Date of Taking	\$ <u>145.41</u>
Total for which Land is Taken	\$ <u>621.63</u>

Executed as a sealed instrument on December 11th, 2017

Joanne M. Russo
Signature of Collector of Taxes
Joanne M. Russo
Printed/Typed Name of Collector of Taxes

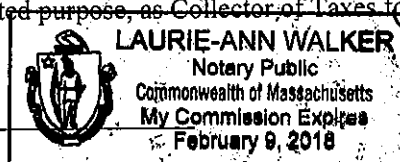
THE COMMONWEALTH OF MASSACHUSETTS

SS.

Date

On this 11th day of DECEMBER, 2017, before me, the undersigned notary public, personally appeared JOANNE M. RUSSO, COLLECTOR, proved to me through satisfactory evidence of identification, which were PERSON KNOWN TO ME, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Collector of Taxes for the City/Town of MEDWAY

My commission expires



Laurie-Ann Walker
Signature of Notary Public
LAURIE ANN WALKER
Printed/Typed Name of Notary Public

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

**EXHIBIT B
(INSTRUMENT OF ASSIGNMENT)**

This instrument must be filed for record or registration within 60 days from its date-

State Tax Form 431
Revised 5/2004

G.L.Ch 60 §52

COMMONWEALTH OF MASSACHUSETTS

Town of Medway

Office of the Treasurer

INSTRUMENT OF ASSIGNMENT

I, Joanne M. Russo, Treasurer of the Town of Medway, hereby assign to Tallage Brooks, LLC the tax title securing the taxes and charges on the parcel described below, which tax title was created by an Instrument of Taking dated 12/11/2017 and filed for record/registration with the Norfolk County Registry of Deeds in Book 35664, Page 269.

The assignment is for the amount of the winning bid at an auction held on May 14, 2021, plus interest accruing since the date of the auction. The total is \$2,957.14, consisting of the principal amount of \$2,127.88, accrued interest and fees to the date of the auction of \$829.26, accrued interest since the date of the auction of \$0.00, and premiums of \$0.00, the receipt of which sums is hereby acknowledged. The principal amount and the accrued interest and fees to the date of the auction, together, represent the sum for which the property could have been redeemed on the auction date.

DESCRIPTION OF PROPERTY

ABOUT 3.009 ACRES OF LAND WITH ANY BUILDINGS LOCATED AT SUMMER STREET BEING DESIGNATED ON ASSESSOR'S PLAN AS PARCEL ID 190460000 AND NOW OR FORMERLY OWNED BY SAID BOCZANOWSKI CONSTRUCTION, INC. AND RECORDED IN THE NORFOLK COUNTY REGISTRY OF DEEDS IN BOOK/PAGE 7024 / 627.

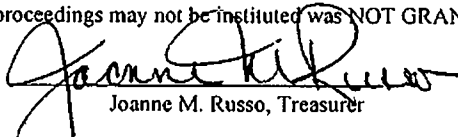
On 3/23/2021 notice of the intended assignment was sent to the owner(s) of records as follows:

Boczanowski Construction, Inc. 18 Skyline Drive Medway, MA 02053

Notice was also given by publication in the Milford Daily News on April 6, 2021 and was posted at the Fire Station, Police Station, Town Hall, Council on Aging in the Town of Medway.

An extension of time within which foreclosure proceedings may not be instituted was NOT GRANTED.

Executed as a sealed instrument May 24, 2021

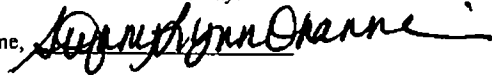

Joanne M. Russo, Treasurer


THE COMMONWEALTH OF MASSACHUSETTS

NORFOLK, s.s.

May 24, 2021

On this 24th day of May, 2021, before me, the undersigned notary public, personally appeared Joanne M. Russo, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose as Treasurer for the Town of Medway.

Before me, 
, Notary Public

 **STEFANY LYNN OHANNESIAN**
My Commission Expires
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 3, 2028

Redemption of this Tax Title can be accomplished through payment of the amount needed to redeem to the holder of this Tax Title or through the Town of Medway pursuant to M.G.L. Ch 60 §63.

LOCATION: SUMMER STREET
BOOK/PAGE: 7024 / 627
PARCEL ID: 190460000

TOWN OF MEDWAY

Chapter 60 §52 Assignment Sale

May 14, 2021

PURCHASER'S STATEMENT – PURSUANT TO CH 60 §47

RESIDENT – TOWN OF MEDWAY

Name:

Address:

Town/State/Zip:

Telephone Number:

Signature: _____

NON-RESIDENT

Name: TALLAGE BROOKS, LLC

Address: 165 TREMONT STREET, SUITE 305 BOSTON, MA 02111

Town/State/Zip: BOSTON, MA 02111

Telephone Number: 617-543-7214 / Bill.Cowin@TallageLLC.com

Signature: _____

William Phillip Cowin
William Phillip Cowin / Managing Member

AGENT AUTHORIZED TO RELEASE LAND

Name: Stefany Ohannesian -- 155 Village Street, Medway, MA 02053

Telephone Number: (508) 533-3200

This statement must be filed with the Town Treasurer and with the Norfolk County Registry of Deeds

EXHIBIT C
(JUDGMENT IN TAX LIEN FORECLOSURE ACTION)

[SEAL]

**JUDGMENT
IN TAX LIEN CASE**

DOCKET NUMBER

21 TL 000493

Commonwealth of Massachusetts
Land Court
Department of the Trial Court



CASE NAME

Tallage Brooks, LLC

, Plaintiff(s)

v.

Boczanowski Construction, Inc.

, Defendant(s)

After consideration by the Court, it is **ADJUDGED** and **ORDERED** that all rights of redemption are forever foreclosed and barred under the following instruments:

Land Type	Instrument Date	Book Number	Page Number	Document Number	Certificate of Title Number
Recorded	12/11/2017	35664	269		

This Judgment must be recorded and/or registered by the Plaintiff in the appropriate Registry of Deeds and/or Registration District pursuant to G. L. c. 60, § 75.

By the Court: Deborah J. Patterson

A TRUE COPY

ATTEST:

Attest:

Deborah J. Patterson

RECORDER

Deborah J. Patterson

DATE ENTERED: 11/14/2023

RECORDER: Deborah J. Patterson

EXHIBIT D
(SALE OF REAL ESTATE OBTAINED THROUGH TAX TITLE FORECLOSURE)

SALE OF REAL ESTATE OBTAINED THROUGH TAX TITLE FORECLOSURE
0 SUMMER STREET, MEDWAY, MA, Assessor's Parcel 19-046

By virtue of the Judgment in Tax Lien Case issued by the Massachusetts Land Court in case docketed as 21 TL 000493, in favor of Tallage Brooks, LLC ("Tallage"), foreclosing the right of redemption of Boczanowski Construction, Inc. and John M. Boczanowski, III, President, Boczanowski Construction, Inc., dated November 14, 2023 and recorded with the Norfolk County Registry of Deeds in Book 41521, Page 267, which tax title account was perfected by Instrument of Taking executed by the Town of Medway dated December 11, 2017 and recorded with said Deeds in Book 35664, Page 269 and assigned to Tallage by Instrument of Assignment dated May 24, 2021 and recorded with said Deeds in Book 39453, Page 568 for the following property as described in said Instrument of Taking:

Land located at 0 Summer Street in Medway; containing 3.009 Acres shown on the Assessor's Map 190460000, recorded at Norfolk County Registry of Deeds, Book/Page 7024-627.

The Property will be sold at Public Auction conducted by Sullivan & Sullivan Auctioneers, LLC at 10 A.M. on the 2nd day of May, 2024 at the Property.

Terms of sale: It is the responsibility of each bidder to research the Property and form his/her/their own opinions about the Property. Property will be conveyed by Release Deed. Seller will make no representations as to building code/zoning compliance, buildability of lots, easements, encroachments, restrictions, covenants, public assessments/betterments, utilities, title, etc. Buyer will be responsible for any and all outstanding taxes/municipal liens/amounts owed to the municipality on the property. Property will be sold subject to tenancies or rights of parties in possession now or at the time of said Auction which are subject to said Judgment, to rights or claims in personal property of former owners, tenants or former tenants located on the Property, and to laws and ordinances including, but not limited to, all environmental, building and zoning laws and ordinances. This is a live auction. You must attend in person or have a Power of Attorney attend and participate for you. Auction registration will be at Auction site before the start of the Auction. If attending multiple auctions, bidder must have a separate \$5,000.00 bank check designated for this Property, made payable to the person attending the Auction. Property will be sold subject to confirmation. Confirmation will be immediate. Winning bidder will be required (1) to endorse \$5,000.00 bank check over to Escrow Agent immediately, (2) sign two copies of the Memorandum of Sale (Purchase & Sale Agreement)(one copy to be retained by winning bidder), and (3) to make payment in full, by bank check or wire, within 30 days of Auction. Purchaser shall be responsible for payment of all recording fees and deed stamps. There will be a 5% buyers premium added to the high bid for the Property. In the event that the successful bidder at the Auction shall default in purchasing the Property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the Auction, Tallage reserves the right to sell the Property to the second highest bidder, provided that the required deposit is deposited with the Escrow Agent within ten (10) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within forty-five (45) days of said written notice. Tallage reserves the right to bid at the Auction, to reject any and all bids, to continue the Auction and to amend the terms of the sale by written or oral announcement made before or during the Auction. If seller is unable to convey title for any reason, the winning bidder shall be entitled only to a return of the deposit paid. The winning bidder shall have no further recourse against the Tallage, its attorneys or agents, or auctioneers.

Other terms to be announced at the sale. See Sullivan-auctioneers.com for additional information. 617-350-7700.

/s/ William Phillip Cowin, Manager of Tallage Brooks, LLC

Present owner by virtue of tax lien foreclosure judgment.

EXHIBIT E

RELEASE DEED

TALLAGE BROOKS, LLC, a Massachusetts limited liability company having a principal place of business at 165 Tremont Street, Suite 305, Boston, Massachusetts,

FOR CONSIDERATION OF _____ Dollars (\$ _____),

RELEASES TO _____,
any and all of its right, title, and interest and in the following property:

Land located at 0 Summer Street in Medway; containing 3.009 Acres shown on the Assessor’s Map 190460000, recorded at Norfolk County Registry of Deeds, Book/Page 7024-627.

For Grantor’s title, see: (a) Instrument of Taking dated December 11, 2017 and recorded with the Norfolk County Registry of Deeds in Book 35664, Page 269, (b) Instrument of Assignment dated May 24, 2021 and recorded with said Registry of Deeds in Book 39453, Page 568, and (c) Judgment in Tax Lien Case issued by the Massachusetts Land Court dated November 14, 2023 and recorded with said Registry of Deeds in Book 41521, Page 267.

The Grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

In witness whereof, Tallage Brooks, LLC has caused these presents to be signed in its name and behalf by William Phillip Cowin, its manager, duly authorized on this ___ day of _____, 2024.
TALLAGE BROOKS, LLC

By: _____
William Phillip Cowin, Manager
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of _____, 2024, before me, the undersigned notary public, personally appeared William Phillip Cowin, as manager of Tallage Brooks, LLC, proved to me through satisfactory evidence of identification, which was Massachusetts driver’s license, to be the person whose name is signed on this document, in my presence, and who executed the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company.

Notary Public

0 Summer Street, Medway, Massachusetts