



blackbird

AUCTIONS AND VALUATIONS

Bidder Information Package

Patriot Glass

**3223 Guilderland Ave
Schenectady, NY 12306**



**Commercial Glass Fabrication & Installation
Shop and Commercial Real Estate
December 14, 2011
10:00 AM EST**

Dear Prospective Buyer:

Thank you for inquiring about another incredible opportunity from Blackbird Asset Services, LLC.

We have prepared the enclosed Property Information Package in an effort to assist you in your due diligence prior to the auction on December 14. We hope that the enclosed information is useful, resourceful, and valuable while you develop your bidding strategy for this property in Schenectady, New York.

As with any auction, prior to bidding, it is important that you read all of the available property information, you do your own research, and that you thoroughly understand the terms and conditions of the auction. Each auction can have its own set of terms depending upon the type of auction being conducted.

If at any time you have a question about this property and/or the auction process, please call our office at 716-632-1000 or contact us by email at info@blackbirdauctions.com. Our objective is to help you answer all of your questions prior to the auction on December 14, 2011.

Good luck at the auction!

Sincerely,

Blackbird Asset Services, LLC



David A. Fiegel
President



NOTICE TO ALL BIDDERS

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held on Wednesday, December 14 at 10:00 A.M. (EST). It is supplied for whatever assistance it may provide in answering questions; however:

SUCH INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the municipality of Schenectady, Schenectaday County, and the State of New York and to make an inspection of the premises on their own behalf; consulting whatever advisors they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Blackbird Asset Services, LLC, the seller nor secured creditor, or their respective agents make any express or implied warranties of any kind. The description and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

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PROCEDURES FOR PURCHASING AT AUCTION

Thank you for your interest in this auction! If you are unfamiliar with buying real estate at auction, here is an easy to follow set of instructions on how to participate:

REGISTRATION:

- 1) Upon arriving at the auction site, seek out one of the members of the auction staff to register.
- 2) At registration you will be asked to fill out a bid card. Once completed you will receive your bid number for the auction.
- 3) You will also be asked to post your deposit at this time, which must be in the form of cash, cashier's or certified check for \$5,000. We must hold your deposit during the auction, and if you are not a successful bidder your deposit will be returned immediately. Please remember that the balance of the deposit that will equal 10% of the purchase price must be paid within 24 hours.

BIDDING:

Bidding is a very simple process that can be accomplished through one of the following ways. The most important rule is to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can increase your bid by:

- 1) Raising your bid card in the air,
- 2) Shouting your bid out to the auctioneer verbally,
- 3) Having one of the auction staff place your bid for you, or
- 4) Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. Announcements made from the podium at the time of the sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can.

POST AUCTION:

You will need to post an additional deposit bringing your total deposit to 10% of the purchase price within 24 hours. The additional deposit must be in cash or certified funds, or completed by wire transfer, and the deposits for each property are separate. Contact auctioneer for wiring instructions.

EXECUTIVE SUMMARY

3223 Guilderland Road, Schenectady, NY

Property Type: Commercial/Warehouse

Property Address: 3223 Guilderland Ave.

Municipality / County / State:
Schenectady, Schenectady County, NY

Section, Block & Lot No.: 58.15-1-20.1

Current Owner: Daymax Development, LLC

Zoning of Property: B-2

Assessment: \$375,000

Equalization Rate: 100%

Equalized Assessment: \$375,000

Land Area: 1.3+/- Acres

Building Improvements: The property is improved by two separate structures: A 8,560 square foot block warehouse/office building built in approximately 1970; and a 7,500 square foot steel warehouse building built in approximately 2005.

Building Area: 16,060 +/- square feet total.

Year Built: 1970 and 2005



COPY OF ADVERTISEMENT

**Schenectady, New York
3223 Guilderland Avenue
December 14, 10:00 EST**

**REAL ESTATE AUCTION
3223 Guilderland Avenue
Schenectady, New York
December 14, 10:00 EST**

Contact Information:



blackbird

**Blackbird Asset
Services, LLC**

5586 Main Street, Suite 204,

Williamsville, NY 14221

Tel: 716-632-1000,

Fax: 888-606-7544

info@blackbirdauctions.com

www.blackbirdauctions.com

Description:

1.4 acres with over 350' frontage. Main Building is 8,500 square feet built 1970. Second Building is 7,500 square feet built 2005. B-2 Zoning. SBL 58.15-1.20.1 Inspection: By appointment only, contact auctioneer.

2% Co-Broker Fee to Participating Brokers

Terms:

\$5,000 deposit day of sale, balance to 10% within 48 hrs. Closing 30 days. See website for details and email to: info@blackbirdauctions.com for complete property information package and to register prospects. 10% buyer's premium applies.

This sale will include the bankruptcy estate items from Patriot Glass and Mirror, LTD including machinery, equipment, rolling stock and more. The real property is not part of the bankruptcy estate but is owned by a related party. See website for details.



MANNER OF SALE

The subject property will be sold at public auction to be held on Wednesday, December 14 at 10:00 A.M. EST. **The auction will be conducted from the auction site at 3223 Guilderland Road, Schenectady, New York.** The seller and/or the secured creditor reserve the right to reject any and all bids at their sole discretion. Announcements made by the auctioneer from the podium at the time and place of sale take precedence over ALL printed materials.

TERMS OF SALE

A deposit of Five Thousand Dollars (\$5,000.00) payable by cashier's, bank or certified check, or in cash, will be required of the Purchaser at the time and place of sale. Please have checks made payable to yourself, which will be endorsed over if you become the successful purchaser. An additional deposit, if necessary, sufficient to bring total deposit to Ten Percent (10%) of the purchase price, is due in the offices of the Blackbird Asset Services, LLC within Forty Eight (48) hours from the sale. Closing must occur by 5:00 p.m. EST, January 13, 2012. All costs incident to closing including, but not limited to recordation fees, transfer taxes, title insurance fees, etc. to be paid by the Purchaser. All annualized expenses, such as real property taxes, to be adjusted to date of closing and assumed thereafter by the Purchaser. A Buyer's Premium of Ten Percent (10%) applies. Time is of the essence. The seller and/or the secured creditor reserve the right to reject any and all bids at their sole discretion. Please see complete terms of sale in this package.

PROPERTY INSPECTIONS

The property is available for inspection by appointment, and will be open on Tuesday, December 6 from 1:00pm – 4:00pm, and also Tuesday, December 13 from 1:00pm – 4:00pm.

BROKER REGISTRATION RULES

A two percent (2%) referral fee will be paid by the Seller to the properly licensed Broker/Agent whose Client purchases the property at the auction and settles on the property at closing. To qualify for a referral fee the Broker must abide by the following rules:

1. Broker/Agent must be validly licensed.
2. The Broker must register the Client on an official registration form and forward by mail/fax/email to Blackbird Asset Services, LLC, 5586 Main Street Suite 204, Williamsville, NY 14221 Attn: East Rochester Foreclosure, postmarked or faxed no later than Tuesday, December 13, 2011. By fax: 888-606-7544. By email: info@blackbirdauctions.com.
3. Registration form must be signed by both Broker/Agent and Client.
4. Broker/Agent must attend the auction with the Client.
5. No referral fee will be paid to any Broker/Agent, or member of his/her immediate family, participating in the purchase of property as a principal. An affidavit may be required as proof that the Broker/Agent is serving only as a Broker/Agent and not as a principal. Registration of Broker/Agent by other Brokers/Agents will not be accepted.
6. Referral fees will be paid upon closing.
7. Oral registrations, or registrations postmarked or faxed after Tuesday, December 13, 2011 WILL NOT be accepted. These requirements will be strictly adhered to.

BROKER REGISTRATION AGREEMENT

I, _____ ("Registered Broker/Agent") a Broker/Agent
(Name of Broker/Agent)

with _____ hereby register my Client, _____
(Brokerage)

_____ ("Client") for the auction Wednesday, December 14, 2011
of 3223 Guilderland Avenue, Schenectady, New York.

BROKER HEREBY AGREES TO THE FOLLOWING:

1. If my Client is the Successful Bidder at the Auction, I will receive a referral fee of two percent (2%) of the Final Bid Price from the Seller upon compliance with all terms and conditions of this agreement. It is understood and agreed that Client must acknowledge my representation by signing this agreement. Referral fee will be paid upon closing under the Purchase Agreement. It is understood and agreed that no referral fee or compensation whatsoever shall be due unless and until each of the following conditions has occurred: (i) my delivery of this Broker Registration Agreement to Blackbird Asset Services, LLC. (ii) execution by Client and ratification by Seller of the Purchase Agreement; and (iii) actual and final closing of title as evidenced by execution, delivery and recording (where applicable) of all closing instruments, and payment in full of the purchase price specified in the Purchase Agreement. It is further understood and agreed that if for any reason whatsoever the sale is not finally closed, including acts, omissions, or negligence on the part of Seller and/or Auctioneer, Auctioneer and Seller are relieved from any and all liability, claim or charge whatsoever, and no referral fee or other compensation shall be due or payable to me. If my Client's default under the Purchase Agreement results in forfeiture of the Deposit (as defined in the Purchase Agreement), or any portion thereof, or Client pays or becomes liable for damages to Seller, I shall not be entitled to any portion of such forfeited deposit(s) or damages.
2. I hereby represent and warrant that I am, (i) a duly licensed real estate Broker/Agent under the laws of New York (ii) serving only as a broker in the transaction, not as a principal; and (iii) my Client has no principal or ownership interest in my brokerage and is not a member of my immediate family.
3. I understand that a prospective purchaser may only be represented by one Broker/Agent.
4. It is understood and agreed that this registration agreement is valid only for the day of Auction and expires upon conclusion of the Auction, unless my client is the Successful Bidder at the auction.

CLIENT HEREBY AGREES TO THE FOLLOWING:

1. I hereby acknowledge that the within named Broker/Agent is my sole and exclusive representative in this matter.
2. I represent and warrant that I am not a principal in, nor do I have any ownership interest in, the brokerage named in this "Broker Registration Agreement" and am not a member of the immediate family of said broker.

THIS AGREEMENT MUST BE COMPLETED IN FULL BY ALL PARTIES AND FORWARDED BY MAIL/FAX/EMAIL TO BLACKBIRD ASSET SERVICES, LLC. AT THE ABOVE ADDRESS, POSTMARKED OR INITIATED NO LATER THAN TUESDAY, DECEMBER 13, 2011.

CLIENT:
Print Name: _____

Signature: _____
(Client)

Address _____

(_____) _____
Telephone

Date _____

REGISTERED BROKER/AGENT:
Print Name: _____

Signature: _____
(Broker/Agent)

Name of Company _____

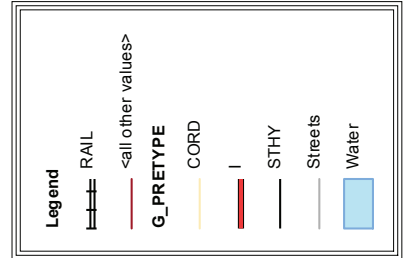
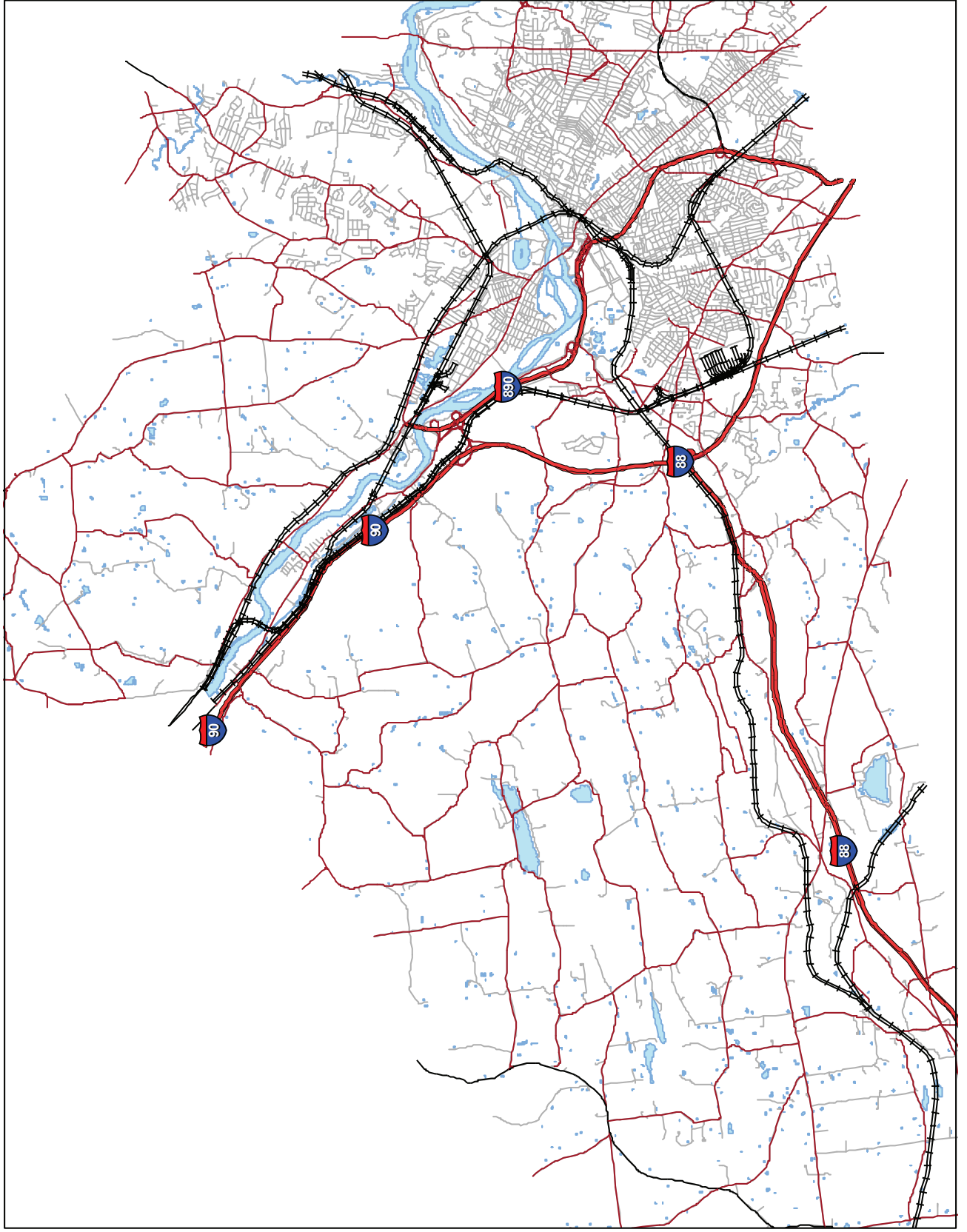
Address _____

(_____) _____
Telephone



Blackbird Asset Services, LLC
5586 Main Street Suite 204
Williamsville, NY 14221
TEL:716-632-1000 FAX:888-606-7544
Email: info@blackbirdauctions.com
www.blackbirdauctions.com

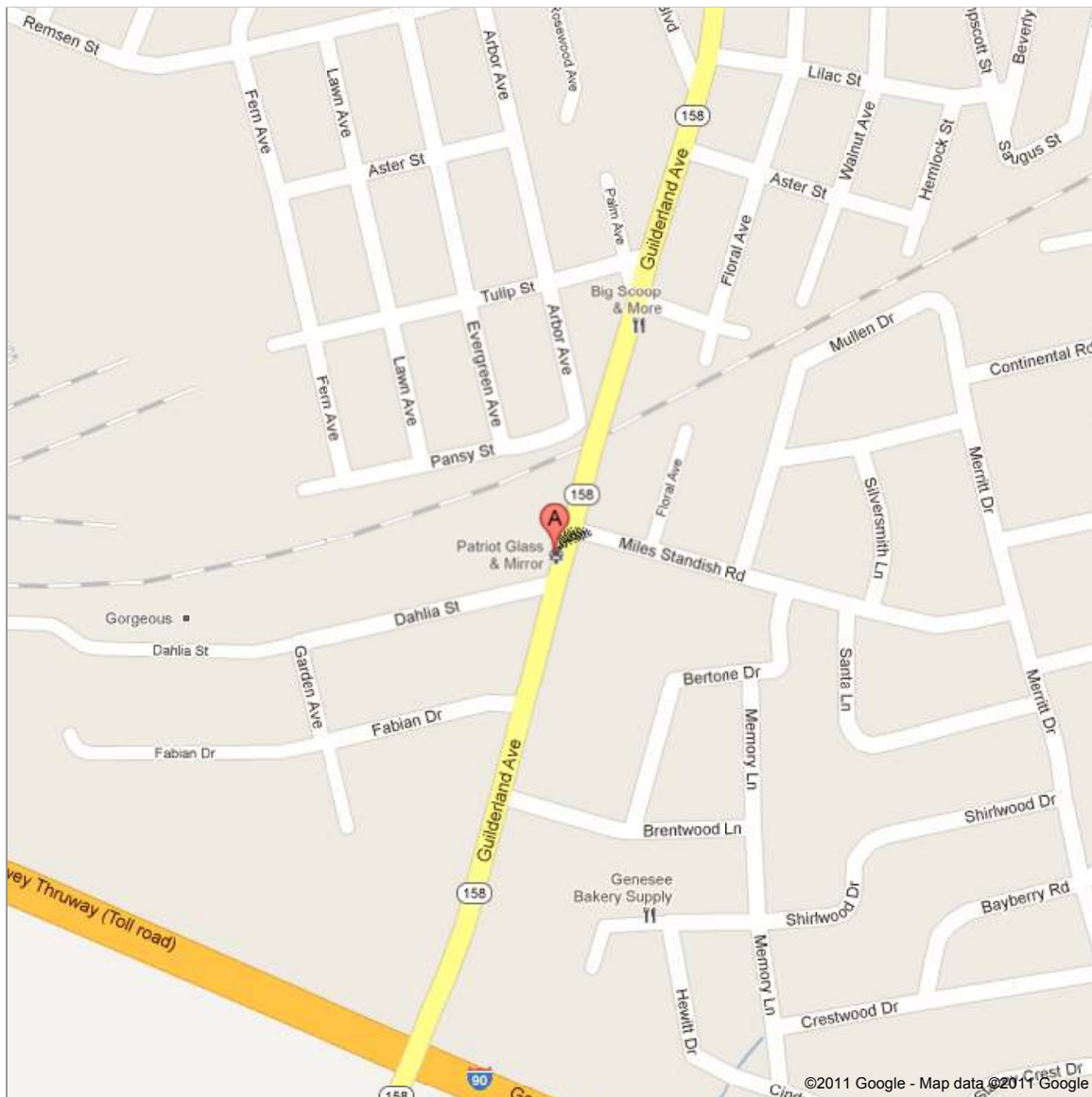
Schenectady County Map





Address **3223 Guilderland Ave**
Schenectady, NY 12306

Get Google Maps on your phone
Text the word "GMAPS" to 466453





Property Description Report For: 3223 Guilderland Ave, Municipality of Rotterdam



Status: Active
Roll Section: Taxable
Swis: 422800
Tax Map ID #: 58.15-1-20.1
Property Class: 449 - Other Storage
Site: COM 1
In Ag. District: No
Site Property Class: 449 - Other Storage
Zoning Code: B-2
Neighborhood Code: 00004

Total Acreage/Size: 1.30
Land Assessment: 2011 - \$132,500
Full Market Value: 2011 - \$375,000
Equalization Rate: ----

School District: Mohonasen
Total Assessment: 2011 - \$375,000
Market Value/sqft:
Legal Property Desc: Merc,g,stg bldg 15%
 2010
Deed Page: 984
Grid North: 1011940

Deed Book: 1603
Grid East: 596490

Owners

Damax Development LLC
 3223 Guilderland Ave
 Schenectady NY 12306

Utilities

Sewer Type: Comm/public
Water Supply: Comm/public
Utilities: Gas & elec

Inventory

Overall Eff Year Built: 1970
Overall Condition: Normal
Overall Grade: Average
Overall Desirability: 3

Buildings

| AC% | Sprinkler% | Alarm% | Elevators | Basement Type | Year Built | Condition | Quality | Gross Floor Area (sqft) | Stories |
|-----|------------|--------|-----------|---------------|------------|-----------|---------|-------------------------|---------|
| 0 | 0 | 0 | 0 | 0 | 1970 | Normal | Average | 8560 | 1.00 |
| 0 | 0 | 0 | 0 | 0 | 2005 | Normal | Average | 7500 | 1.00 |

Improvements

| Structure | Size | Grade | Condition | Year |
|-----------|------|-------|-----------|------|
|-----------|------|-------|-----------|------|



Image Mate Online

| | | | | | | | | | |
|------------|-------|-------------------------|--------------------------|--|----------------------------|---------------------------------|--|----------------------|------------------------|
| Navigation | Tools | GIS Map | Tax Maps | | ORPS Links | Assessment Info | | Help | Log In |
|------------|-------|-------------------------|--------------------------|--|----------------------------|---------------------------------|--|----------------------|------------------------|

Tax Links

Tax Bill Information



Municipality of Rotterdam

| | | | |
|-------|--------|---------|--------------|
| SWIS: | 422800 | Tax ID: | 58.15-1-20.1 |
|-------|--------|---------|--------------|

Tax Summary

Taxes may not reflect exemptions or changes in assessment

| Tax Year | Tax Type | Original Bill | Total Assessed Value | Full Market Value | Uniform % | Roll Section |
|----------|----------|---------------|----------------------|-------------------|-----------|--------------|
| 2011 | County | \$4,874.14 | \$375,000.00 | \$375,000.00 | 100 | 1 |

[Display Details for Taxes Levied in 2011](#)

[Display Historical Tax Information](#)

Taxable Values

| 2011 | | | |
|-----------------|-----------|------------|----------|
| County Taxable | \$355,415 | Exemptions | \$19,585 |
| Muni. Taxable | \$375,000 | Exemptions | \$0 |
| Village Taxable | N/A | Exemptions | N/A |
| School Taxable | \$375,000 | Exemptions | \$0 |

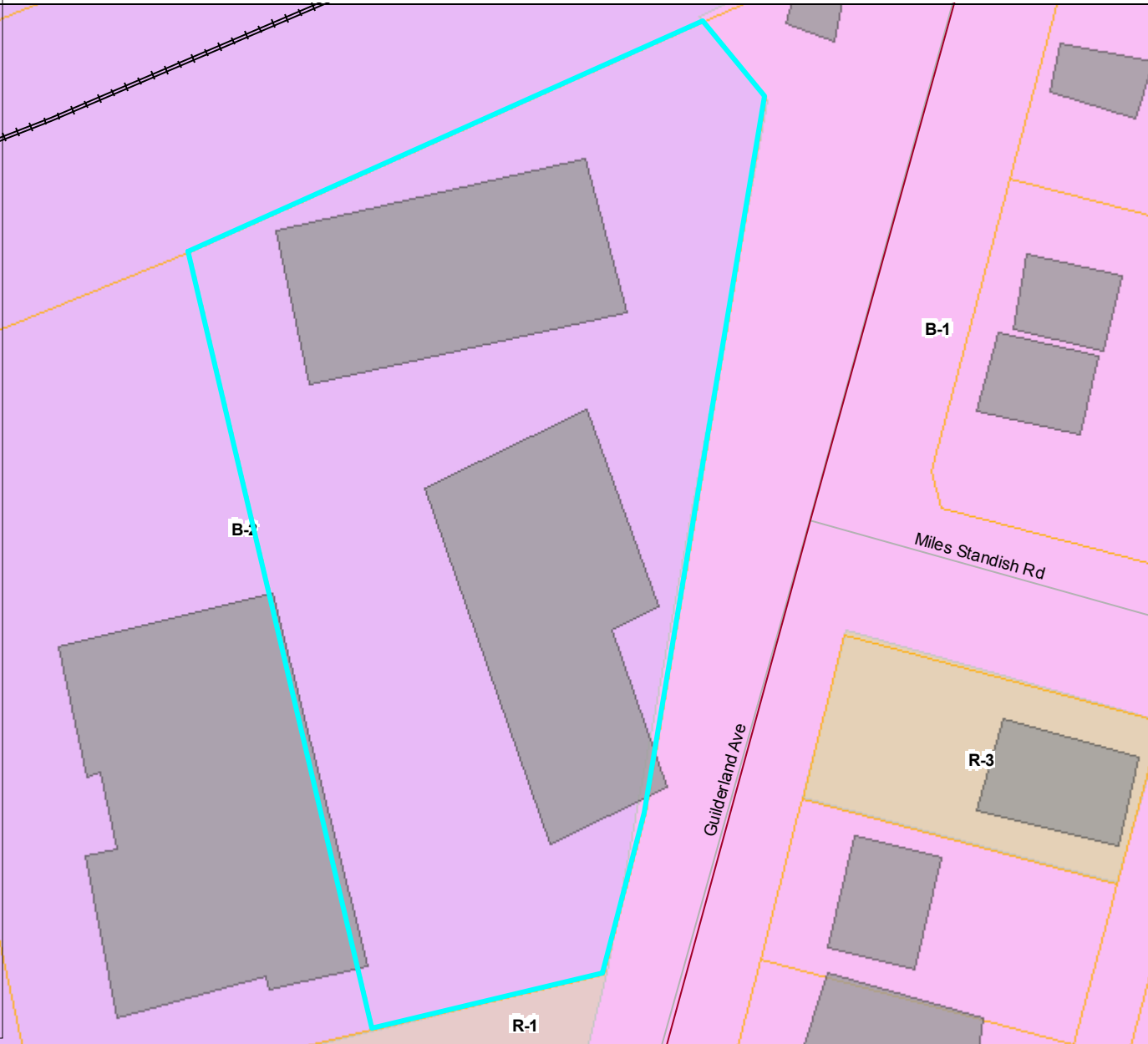
| Exemptions for 2011 | | | | | | | |
|---------------------|----------|---------|------------|----------|-------|-------|------|
| Code Description | Amount | Exempt% | Start Year | End Year | Vflag | Hcode | Own% |
| 47612 - BUSINESS | \$19,585 | 0 | 2003 | 2012 | | | 0 |

3223 Guliderland Ave



Zoning Map

- NEIGHBORHOOD RETAIL
- NEIGHBORRHOD RETAIL
- OFFICE TECHNOLOGY/LIGHT INDUSTRIAL
- ONE-FAMILY RESIDENTIAL
- PLANNED DEVELOPMENT DISTRICT
- PLANNED RESIDENTIAL DEVELOPMENT
- PLANNED UNIT DEVELOPMENT
- PROFESSIONAL OFFICE/MULTIPLE RESIDENCE
- PROFESSIONAL/RESIDENTIAL
- PUBLIC PARK LANDS
- RECREATION AND OPEN SPACE
- RESEARCH AND DEVELOPMENT INDUSTRIAL
- RESEARCH/DEVELOPMENT/TECHNOLOGY
- RESIDENTIAL
- RESIDENTIAL AND PROFESSIONAL
- RESIDENTIAL AGRICULTURAL
- RESIDENTIAL AND PROFESSIONAL
- RETAIL BUSINESS
- RETAIL COMMERCIAL
- RIVERFRONT RECREATION/COMMERCIAL
- ROADS
- RURAL RESIDENTIAL
- RURAL RESIDENTIAL/AGRICULTURAL
- SHOPPING CENTER COMMERCIAL
- SINGLE FAMILY RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL (10,000 SQFT)
- SINGLE FAMILY RESIDENTIAL (5,000 SQFT)
- SINGLE FAMILY RESIDENTIAL (6,000 SQFT)
- SINGLE FAMILY RESIDENTIAL (8,000 SQFT)
- SMALL ONE FAMILY AND TOWNHOUSE DISTRICT
- STOCKADE HISTORIC RESIDENTIAL
- SUBURBAN RESIDENTIAL
- TWO FAMILY RESIDENTIAL
- TWO-FAMILY RESIDENTIAL
- WATER
- WATER FRONT
- WATERFRONT MIXED USE



CONTRACT OF SALE

THIS CONTRACT OF SALE made this _____ day of _____, 2011, by and between the following parties:

Seller: Damax Development LLC, 3223 Guilderland Avenue, Schenectady, NY 12305

Hereinafter referred to as SELLER.

Purchaser: _____

| | |
|------|---------|
| Name | Address |
| City | State |
| | Zip |
| | Phone |

Hereinafter referred to as PURCHASER.

WITNESSETH, that for and in consideration of the mutual covenants herein, SELLER agrees to sell and PURCHASER agrees to buy the property and the improvements thereon but excluding any machinery, trade fixtures, equipment, furnishings and inventory (collectively the "Personal Property") known as 3223 Guilderland Avenue located in the City of Schenectady, New York, hereinafter referred to as PROPERTY, upon the following terms and conditions:

1. PURCHASE PRICE. The PURCHASE PRICE of the PROPERTY is _____ Dollars (\$ _____). DEPOSIT has been received from PURCHASER with this Contract in the form of _____ in the amount of _____ Dollars (\$ _____) which deposit shall be deposited by Blackbird Asset Services, LLC, hereinafter referred to as AUCTIONEER, in an escrow account subject to default provisions. Additional deposit in the amount of \$ _____ sufficient to bring the total deposit to 10% of the purchase price shall be paid in certified funds to AUCTIONEER not later than 5:00 PM on December 16, 2011. Balance of purchase price in the amount of _____ Dollars (\$ _____) shall be due from PURCHASER at closing by certified check, bank draft or wire transfer.

2. CLOSING. PURCHASER agrees to make full settlement, in accordance with the terms hereof, on or before Friday, January 13, 2012. CLOSING is to be made at a location designated by SELLER, or such location as the parties may mutually agree.

3. EXAMINATION OF TITLE AND COSTS. Any and all costs incident to the examination of title and to CLOSING, including transfer taxes, recordation fees, documentary stamps, title examination, surveys and any other related costs are to be paid by PURCHASER.

4. TITLE. Title is to be merchantable and insurable, subject, however, to: (a) any rights of the public and others in and to any portion of the PROPERTY which lies within the boundary of any street, highway, or road entering into or abutting the PROPERTY. (b) restrictive covenants, restrictions, conditions, easements, rights of way and agreements of record; and (c) any matters which might be disclosed by a current survey of the PROPERTY.

5. DAMAGES FOR PURCHASER'S BREACH. In the event of default by PURCHASER in the consummation of the purchase of PROPERTY in accordance with the terms of this CONTRACT, the deposit shall be forfeited to SELLER. In addition, SELLER reserves the right to pursue any and all legal remedies available at law or equity including the right to maintain an action for specific performance or to have PROPERTY resold at the risk and expense of PURCHASER.

6. ADJUSTMENTS. All annualized charges including but not limited to taxes, water charges, sewer charges, escrows, insurance, ground rent, if any, shall be adjusted to date of closing; as shall rent, if any, or other income items.

7. POSSESSION. Possession of the PROPERTY is to be delivered to PURCHASER at closing.

8. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning the premises, this Contract, or the rights and duties of either in relation thereto, the party (PURCHASER or SELLER) prevailing in such litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for their attorney's fees in such litigation, such sum to be determined by the Court in such litigation, or in a separate action brought for that purpose, and the parties agree not to enjoin AUCTIONEER and to indemnify AUCTIONEER for its costs and fees.

9. SELLER'S WARRANTIES AND REPRESENTATIONS AND CONDITION OF THE PROPERTY. (a) SELLER shall warrant title to the PROPERTY by Bargain and Sale deed with covenants against grantor's acts and on the settlement date, upon receipt of the purchase price and the satisfaction of PURCHASER's obligation under this contract, SELLER will convey title to the PROPERTY by such a deed. SELLER has made no other representations or warranties, including but not limited to, representations and warranties as to the past or present condition of the PROPERTY, zoning conditions, governmental requirements or environmental matters. PROPERTY is being sold in "AS IS", "WHERE IS" condition, with any and all faults. (b) PURCHASER acknowledges that prior to the execution of this CONTRACT, PURCHASER's officers, employees, agents, contractors and designees have had an opportunity to enter upon the PROPERTY to inspect the same. (c) PURCHASER hereby releases SELLER from, and agrees to defend, indemnify and hold SELLER and its officers, directors, shareholders, and affiliates harmless from and against any and all suits, causes of action, litigation, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim or claims (whether asserted by third parties, SELLER, or its employees, agents, contractors, or invitees) for bodily or other personal injury, death or property damage, directly or indirectly

connected with the past, present or future condition of the PROPERTY, including but not limited to, the presence of asbestos and an underground storage tanks at the PROPERTY.

10. SPECIAL NOTICE. AUCTIONEER assumes no responsibility for the condition of PROPERTY nor for the performance of this Contract by any or all parties hereto. PURCHASER hereby warrants and represents that AUCTIONEER has not made any statement, representation or warranty regarding the condition of the premises, zoning conditions, governmental requirements or environmental matters, guarantees or warranties of the like, upon which PURCHASER has relied and which is not contained in this Contract.

11. OBLIGATION OF PRINCIPALS. If PURCHASER is a business entity, the principals of PURCHASER hereby join in the execution of this Contract for the purpose of guaranteeing the performance by PURCHASER of each and every one of its obligations under this Contract, including without limitation, the payment of the purchase price on the closing date. If more than one person executes this Contract pursuant to this clause, the obligations of each such person shall be joint and several.

12. GOVERNING LAW. This Contract is executed in the State of New York and shall be governed by, and interpreted in accordance with, the laws of the State of New York.

13. CONDEMNATION OR CASUALTY. If there is a commencement of condemnation proceedings or if a casualty occurs with respect to PROPERTY, closing shall not be delayed, but at closing SELLER shall pay to PURCHASER any condemnation or insurance award previously

received by SELLER and shall assign to PURCHASER its rights with respect to such condemnation or casualty and any unpaid award. PURCHASER shall have the right to participate in the negotiations and settlement of any claims relating to any such condemnation or casualty.

14. AGREEMENT OF PRINCIPALS. The undersigned hereby ratify, accept and agree to the Contract and acknowledge receipt of a copy thereof. The principals to this Contract mutually agree that it shall be binding upon them, their personal representatives, successors and assigns; that all parties hereto have authority to execute this Contract; that this Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any items, conditions, statements, warranties, or representations, oral or written, not herein contained

WITNESS:

SELLER:

_____ BY: _____ (SEAL)

WITNESS:

SELLER:

_____ BY: _____ (SEAL)

WITNESS:

PURCHASER:

_____ BY: _____ (SEAL)

WITNESS:

PURCHASER:

_____ BY: _____ (SEAL)