

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE IN PITTSFIELD

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated December 17, 2004 from Sondocatt Investments, L.L.C. a Massachusetts limited liability company to GE Capital Franchise Finance Corporation, recorded in the Berkshire Middle Registry of Deeds at Book 3121, Page 207, (the "Mortgage"), which Mortgage was assigned to Wendy's International, Inc. by Assignment recorded in said Registry at Book 3964, Page 288

for breach of the conditions of said Mortgage and for the purpose of foreclosing the same, the premises described in said Mortgage, all and singular, will be sold at Public Auction on Wednesday, February 27, 2008 at 11:00 a.m. at the mortgaged premises known as 556 Hubbard Avenue, Pittsfield, MA, more particularly bounded and described as follows:

Beginning at an iron pipe at the northwesterly corner of the parcel being conveyed and in the supposed easterly line of Hubbard Avenue, said pipe being one hundred sixty and forty-four one-hundredths (160.44) feet on a course South 3 degrees 30' West from the southwesterly corner of the southerly stone pier of the easterly side wall of the bridge over the Housatonic River; running thence southerly in the easterly line of Hubbard Avenue two hundred forty-three and sixty-seven one-hundredths (243.67) feet to an iron pipe; thence easterly at right angles two hundred eleven and eighty-five one-hundredths (211.85) feet to an iron pipe; thence northerly on a line parallel to the first above described boundary two hundred twenty-seven and fifty-five one-hundredths (227.55) feet to an iron pipe; thence deflecting to the left 85 degrees 39' and running westerly two hundred twelve and forty-six one-hundredths (212.46) feet to the place of beginning.

The second, third and fourth boundaries above described are along other land now or formerly of Crane & Co. Including all right, title and interest in and to any land which may lie between the first above described boundary and the true easterly line of Hubbard Avenue throughout the length of said boundary.

There is also included in the sale all equipment and fixtures situated on the premises to the extent they are part of the realty.

Said mortgaged premises will be sold and conveyed subject to and with the benefit of the following, if any there be, insofar as in force and applicable and having priority over the Mortgage: any and all restrictions, easements, improvements, covenants, unpaid taxes, tax titles, municipal liens, assessments, other liens or claims in the nature of liens, attachments and encumbrances, boundary line disputes, overlaps, encroachments and any matters which would be disclosed by an accurate survey and inspection of the premises.

Said mortgaged premises will also be sold subject to and with the benefit of the following, to the extent the same are in force and applicable: Deed restrictions described in a deed from Wendy's Old Fashioned Hamburgers of New York, Inc. ("Wendy's") recorded in said Registry at Book 3121, Page 194; Right of First Refusal granted to Wendy's recorded in said Registry at Book 3121, Page 199; Tax Taking recorded at Book 803, Page 475; Order of Conditions recorded at Book 2980, Page 211; and Special Permit recorded in said Registry at Book 3017, Page 79.

TERMS OF SALE. The successful bidder will be required to make a deposit at the sale in the amount of \$50,000 and, within three (3) business days after the sale an additional deposit shall be paid by the successful bidder sufficient to bring the aggregate deposit up to an amount equal to ten (10%) per cent of the auction price. The deposit shall be paid to and held by Shatz, Schwartz and Fentin, P.C. ("Escrow Agent") at the time and place of sale as earnest money, by certified or bank cashier's check, unless otherwise announced at the sale. The balance of the purchase price is to be paid at closing as described below. The high bidder shall be responsible for paying a 3.5% commission payment to the auctioneer in addition to the bid price. **TIME WILL BE OF THE ESSENCE.**

The sale is subject to the Right of First Refusal granted by the mortgagor to Wendy's described above. At the conclusion of the auction and the execution of the Memorandum of Sale, the Mortgage Holder will notify Wendy's of the terms of the foreclosure sale. If Wendy's notifies Mortgage Holder within forty-five days of Wendy's intention to exercise its rights under the Right of First Refusal, the successful bidder's deposit shall be returned, the successful bidder's rights under the Memorandum of Sale shall terminate and the premises will be sold to Wendy's for the highest bid price. If Wendy's notifies the Mortgage Holder that it does not intend to exercise the Right of First Refusal, or does not timely notify the Mortgage Holder of its intent to do so, then the successful bidder shall be obligated to complete the sale in accordance with the terms of the Memorandum of Sale on or before the first to occur of (i) thirty days after receipt of notice from Mortgage Holder that Wendy's elected not to exercise its Right of First Refusal, or (ii) May 12, 2008.

In the event that the successful bidder at the public auction shall default in purchasing the within described property according to the terms of this Notice of Mortgagee's Sale and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgage Holder reserves all of its rights against such successful bidder and in addition, Mortgage Holder may, at its election, purchase the mortgaged property for the amount bid by the successful bidder or sell the property to the second highest bidder at the public auction, provided that Mortgage Holder in its discretion may require, (i) said second highest bidder to deposit with the Escrow Agent the amount of the required deposit as set forth herein within three (3) business days after written notice to the second highest bidder of the default of the previous highest bidder, (ii) the second highest bidder to execute a Memorandum of Sale and (iii) the closing to occur within twenty (20) days of said written notice, time being of the essence unless the Mortgage Holder agrees otherwise.

The Mortgage Holder reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgage Holder may choose and/or to postpone this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall pay all recording fees and documentary stamps in connection with the transfer of the premises, any costs of obtaining smoke and carbon monoxide detector certificates and the transfer or issuance of any licenses, all real estate taxes, tax titles, and municipal charges due as of the date of sale and those due thereafter through the date of Closing, as well as all of its costs in connection with the transaction, including but not limited to title examinations and title premiums. No adjustments whatsoever will be made, whether for taxes, municipal charges, utilities or otherwise.

Other terms, if any, will be announced at the sale. The successful bidder will be required to sign at the auction sale a Memorandum of Sale containing the terms of sale.

Date: February 4, 2008

Wendy's International, Inc.
Present holder of said Mortgage
By Shatz, Schwartz and Fentin, P.C.
Its attorneys
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