

SECURED PARTY'S NOTICE OF SALE

In accordance with Massachusetts General Laws Chapter 106, Section 9-610 and pursuant to the Security Agreement given by **SHORELINE HOSPITALITY CORPORATION**, a Massachusetts corporation to **LEGACY BANKS**, a Massachusetts banking corporation dated June 18, 2004, of which the undersigned is the present holder, for breach of the terms of the Security Agreement, there will be sold at Public Auction at 12:00 PM on the 10th day of July, 2008, at 1898 East Otis Road, East Otis, Massachusetts 01253, the "Collateral" described in the Security Agreement, to wit:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

The Collateral will be sold subject to all liens, or other claims in the nature of liens, and existing encumbrances priority over the security interest granted to Legacy.

TERMS OF SALE: TWO THOUSAND DOLLARS (\$2,000.00) will be required to be paid in cash, certified or bank check with no intervening endorsements at the time and place of sale. The Secured Party Bill of Sale shall be delivered and the balance of the purchase price within twenty (20) days of the Public Auction. The successful bidder will be required to execute a Memorandum of Sale containing the above terms at the time and place of sale. Other terms, if any, to be announced at the time and place of sale.

LEGACY BANKS

Andrew W. Grebe

By: Andrew W. Grebe
Its: Collections Manager

Attorney for the Secured Party:

William E. Martin

William E. Martin
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June 18, 2008
June 25, 2008
July 2, 2008