

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

April 3, 2009

AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION

Property: Real Estate located at 777 Cold Spring Road, Williamstown, Massachusetts

Sold at public auction on April 3, 2009, to _____
_____ of _____,

the highest bidder, all the right, title and interest of 777 Cold Spring Road, LLC, in and to the premises described in mortgage deed given by the said 777 Cold Spring Road, LLC to Adams Co-Operative Bank dated October 26, 2006, and recorded as Document No. 010606 in the Land Court Records of the Berkshire County (Northern District) Registry of Deeds on Land Court Certificate No. 1975 in Book 20, Page 1975&c, and described in the notice of foreclosure sale attached hereto and made a part hereof, for the sum of

_____ Dollars.

The sale is not complete until the successful bidder has made the required deposit, which shall be forfeited if he does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the seller, except that legal costs and other expenses of foreclosure may be deducted therefrom, and shall not be applied on the mortgage debt, and such forfeiture shall not release the purchaser from his agreement.

The premises shall be conveyed by the usual mortgagee's deed under the statutory power of sale, subject as aforesaid, and the balance of the consideration paid within 30 days after the foreclosure sale, unless same is on Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the mortgage holder otherwise agrees, time being of the essence.

The "Mortgagee's Sale of Real Estate" and "Other Terms of Real Estate Sale" were read at the sale, and the sale was conducted in accordance therewith. This memorandum was made by me immediately following said sale and a copy thereof was given to said purchaser.

WITNESS:

Auctioneer

The undersigned has this 3rd day of April, 2009, purchased at public auction of Aaron Posnik & Co., Inc., auctioneer, the real estate described in said foreclosure notice and agrees to comply with the terms of the sale as stated by the auctioneer, and as set forth in the Mortgagee's Sale of Real Estate notice and Other Terms of Real Estate Sale. I acknowledge receipt of a copy of this memorandum with the attached Mortgagee's Sale of Real Estate and Other Terms of Real Estate Sale referred to herein.

WITNESS:

Purchaser

OTHER TERMS OF REAL ESTATE SALE

Mortgage: 777 Cold Spring Road, LLC to Adams Co-Operative Bank dated October 26, 2006, and recorded as Document No. 010606 in the Land Court Records of the Berkshire Northern District Registry of Deeds on Land Court Certificate No. 1975 in Book 20, Page 1975&c.

Property: 777 Cold Spring Road, Williamstown, Massachusetts 01267

Public auction held April 3, 2009, at 11:00 a.m.

1. The mortgaged premises shall be conveyed by the usual Mortgagee's deed under the statutory power of sale, subject to the terms of the "The Mortgagee's Sale of Real Estate" and the "Other Terms of Real Estate Sale" contained herein, and the balance of the consideration paid within 30 days after the foreclosure sale, unless same is on Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the Mortgagee otherwise agrees, time being of the essence. The Mortgagee's foreclosure deed and affidavit, in the usual form, shall be delivered to the successful bidder upon receipt of the full balance of the purchase price.

2. Neither the Buyer nor any of its agents or employees shall enter upon the property prior to closing for any purpose without obtaining the prior written authorization of the Mortgagee. In the event the Mortgagee, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the property, the Buyer indemnifies the Mortgagee for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by the Buyer, it being acknowledged that any entry or activity shall be at the sole risk and expense of the Buyer.

3. THE PROPERTY IS BEING SOLD “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” AS OF THE DATE OF CLOSING. THE MORTGAGEE WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. THE MORTGAGEE AND THE AUCTIONEER SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ITS OPERATION, OR ANY OF THE INFORMATION CONTAINED IN THE BIDDER’S PACKAGE, EXCEPT AS SPECIFICALLY SET FORTH IN THE AUCTIONEER’S MEMORANDUM OF PUBLIC AUCTION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO CONSTRUCTION, FITNESS FOR HABITATION, ZONING, USE, OR CONDITION OF THE PROPERTY, OR THE EXISTENCE ON OR UNDER THE PROPERTY OF ANY OIL, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, LEAD PAINT OR ABOVE GROUND OR UNDERGROUND STORAGE TANKS FOR OIL OR OTHER MATERIALS. THE BUYER SHOULD INDEPENDENTLY EXAMINE, OR HAVE ITS OWN CONSULTANTS EXAMINE, ALL FINANCIAL AND LEGAL DOCUMENTS, CONTRACTS, LICENSES, PERMITS, ENVIRONMENTAL MATTERS AND INFORMATION RELATING TO THE PROPERTY. ALL PURCHASES OF THE PROPERTY WILL BE BASED SOLELY ON THE BUYER’S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY THE MORTGAGEE OR THE AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER’S PACKAGE VARIES FROM DATA OBTAINED ELSEWHERE, THE INFORMATION CONTAINED IN THE BIDDER’S PACKAGE SHALL GOVERN, SUBJECT TO BEING UPDATED AT THE SALE.

Without limiting the generality of the foregoing, it is acknowledged as follows:

a. No representation or warranty is made as to whether any contracts, leases, licenses or permits (including, without limitation, any licenses or permits needed to operate any aspect of the property) are in full force and effect, whether the same are transferable or assumable, or whether they terminate upon sale of the property.

b. No representation is made as to the zoning or permitted use of the property.

4. The purchaser assumes the responsibility of the costs and the installation of smoke detectors to meet the requirements of Massachusetts General Laws, and other applicable governmental laws and regulations relative to smoke detectors, and to obtain a smoke detector certificate, and the Mortgagee shall not be obligated to provide any such certificate.

5. The purchaser assumes the responsibility of the costs and the installation of carbon monoxide detectors to meet the requirements of Massachusetts General Laws and other applicable governmental laws and regulations relative to carbon monoxide detectors, and to obtain a carbon monoxide detector certificate, and the Mortgagee shall not be obligated to provide any such certificate.

6. Every buyer of residential real estate built prior to 1978 is hereby notified that such properties may have lead exposures that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced IQ, behavioral problems and impaired memory. Environmental lead inspection is recommended prior to purchase. I have a document entitled "Department of Public Health Property Transfer Notification" for all prospective bidders. Since the mortgaged premises is being transferred by means of a foreclosure sale, the purchaser may

not have the opportunity to have a lead paint inspection prior to the sale or to paying the balance of the purchase price due on the closing date hereunder. Therefore, the purchaser's obligations herein are not contingent upon either the availability or results of an inspection for dangerous levels of lead. The purchaser assumes the risks and obligations under Mass. G.L. c. 111, § 190-199, of any possible lead paint problem if a child under six years of age is or becomes a resident of the premises described in the mortgage. The prospective purchaser is obligated to sign a "Property Transfer Notification Certification" in which the purchaser waives the opportunity to conduct risk assessment or inspection for the premises of lead-base paint and/or lead-base paint hazards as a condition of the purchase.

7. NO ADJUSTMENTS.

a. No adjustment shall be made for real estate taxes, water rates and charges, assessments or other municipal charges, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, assessments and liens up to the date of delivery of the deed. I have in my possession a Certificate of Municipal Liens dated March 11, 2009, issued by the Collector of Taxes for the Town of Williamstown, a copy of which has been given to all prospective bidders. The total amount outstanding is \$8,355.67 as of the date of the Certificate of Municipal Liens, with an interest per diem rate of \$1.9703. We were orally informed by the Williamstown Water Department that the total amount outstanding for sewer is \$46.85 as of March 20, 2009, of which \$19.56 is the current amount due and \$27.29 is the past amount due. However, each qualified bidder must verify precise amounts owed with the Williamstown Tax Collector and Williamstown Water Department, as the property is being sold subject to all real estate taxes and municipal liens, if any.

b. No representation is made as to whether any certificate of municipal liens or any tax information is accurate or complete or whether the property can be used for any particular purpose. The Buyer assumes full responsibility with regard to municipal charges, including, without limitation, taxes and tax titles or tax takings, outstanding as of the date of the foreclosure sale and those outstanding as of the closing and for determining the proper uses for the property.

8. The foreclosure auction shall not be deemed complete until the Buyer has executed the Auctioneer's Memorandum of Public Auction and made the required deposit. Failure of the Buyer to execute the Auctioneer's Memorandum of Public Auction or failure by the Buyer to fulfill the Buyer's agreements, shall constitute a default hereunder. Upon the Buyer's default, the Mortgagee shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold the Buyer responsible for all damages caused by its breach of contract, including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, the Mortgagee, or otherwise, together with costs of resale and any costs of maintaining or owning the property. In the event the Mortgagee resells the property, the Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

9. The premises shall be conveyed subject to the occupancy of Walter R. Hayn, and also to anyone else in occupancy, if there are any others. If the Buyer wishes to evict such occupants, he or she must do so at his or her expense.

10. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the property, all costs of obtaining smoke detectors and carbon monoxide detectors and smoke and carbon monoxide detector certificates, any real estate taxes, tax titles, tax takings, or tax lien and municipal charges due as of the date of the Auctioneer's

Memorandum of Public Auction, and those due from the date of the Auctioneer's Memorandum of Public Auction to the date of the closing, as well as all of the Buyer's costs in connection with the transaction, including but not limited to title examinations and title premiums. There shall be no adjustments whatsoever, whether for taxes, municipal charges, deed stamps, rent, utilities or otherwise.

11. Documents provided today are for information purposes only and no representation is made as to the truth or accuracy of the information contained therein. All of the information provided herein has been compiled and submitted to the Mortgagee or its attorneys by others. Make your own conclusions as to the reliability and relevancy of this information.

JDL:smg

State Tax Form 290
 Certificate: 1824
 Issuance Date: 03/11/2009

MUNICIPAL LIEN CERTIFICATE
 TOWN OF WILLIAMSTOWN
 COMMONWEALTH OF MASSACHUSETTS

Requested by DONOVAN & O'CONNOR LLP

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 03/11/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 153-0004 777 COLD SPRING RD

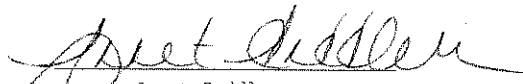
777 COLD SPRING ROAD LLC Land area : 3.38 AC
 777 COLD SPRING ROAD Land Value : 460,000
 WILLIAMSTOWN MA 01267 Impr Value : 0
 Land Use : 0
 Exemptions : 0
 Taxable Value: 460,000

Book/Page: 10605 1975

Class: 326-Real Estate

FISCAL YEAR	2009	2008	2007
DESCRIPTION			
Community Preservation Act	\$104.88	\$108.61	\$105.85
Real Estate Tax	\$5,244.00	\$5,430.58	\$5,292.28
Fire Real Estate Tax	\$202.40	\$212.06	\$202.84
Committed Interest	\$.00	\$.00	\$.00
Betterment	\$.00	\$.00	\$.00
TOTAL BILLED:	\$5,551.28	\$5,751.25	\$5,600.97
Charges/Fees	\$.00	\$5.00	\$5.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	-\$3,389.95	-\$5,605.97
Interest to 03/11/2009	\$125.62	\$312.47	\$.00
TOTAL BALANCE DUE:	\$5,676.90	\$2,678.77	\$.00
TOTAL INTEREST PER DIEM:	\$1.9703		

OUTSTANDING SEWER AS OF 03/11/2009 \$27.20


 Janet Saddler
 Treasurer-Collector

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

April 3, 2009

AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION OF PERSONAL PROPERTY

Property: Personal Property located at 777 Cold Spring Road, Williamstown, Massachusetts

Sold at public auction on April 3, 2009, to _____ of _____, the highest bidder, all the right, title and interest of Adams Co-operative Bank in and to the Personal Property described as collateral in a security agreement, given by the said Le Jardin, Inc. to Adams Co-Operative Bank dated October 26, 2006, and UCC-1 recorded as filing no. 200652363890 with the Secretary of the Commonwealth of Massachusetts, for the sum of _____ Dollars.

The sale is not complete until the successful bidder has made the required deposit, which shall be forfeited if such successful bidder does not perform his, her or its part of the agreement. In case of forfeiture, the deposit shall become the property of the seller, except that legal costs and other expenses of public sale may be deducted therefrom, and shall not be applied on the secured debt, and such forfeiture shall not release the purchaser from his agreement.

The Personal Property shall be conveyed subject to any and all liens and encumbrances whether perfected or not.

The Personal Property shall be conveyed by the Seller's attorney's form of bill of sale and/or transfer statement, and the balance of the consideration paid within 20 days after the public sale, unless the secured party otherwise agrees, time being of the essence.

The "Other Terms of Personal Property Sale" and "Mortgagee's Sale of Real Estate & Secured Party Sale of Personal Property by Public Auction" were read at the sale and are incorporated herein, and the sale was conducted in accordance therewith. This memorandum was made by me immediately following said sale and a copy thereof was given to said purchaser.

WITNESS:

Auctioneer

The undersigned has this 3rd day of April, 2009, purchased at public auction of Aaron Posnik & Co., Inc., auctioneer, the personal property described in said foreclosure and sale notice and agrees to comply with the terms of the sale as stated by the auctioneer, and as set forth in the Other Terms of Sale, Mortgagee's Sale of Real Estate & Secured Party Sale of Personal Property by Public Auction. I acknowledge receipt of a copy of this memorandum with the attachments referred to herein.

WITNESS:

Purchaser

OTHER TERMS OF PERSONAL PROPERTY SALE

Security

Agreement: Le Jardin, Inc., to Adams Co-Operative Bank (the "Secured Party") dated October 26, 2006, with UCC-1 recorded with Secretary of the Commonwealth of Massachusetts as filing no. 200652363890.

Personal

Property: All personal property of Le Jardin, Inc., located at 777 Cold Spring Road, Williamstown, Massachusetts 01267, and more particularly described in the inventory list attached hereto and provided to the qualified bidders.

Public auction held April 3, 2009, at 11 A.M.

1. There are _____ qualified bidders for the Personal Property being sold pursuant to the Security Agreement. Is there anyone present not previously qualified who wishes to qualify and bid for the Personal Property at this time?

2. If the highest bidder fails to close on the purchase of the Personal Property, the Secured Party has the right to sell such Personal Property to the next highest bidder.

3. The Personal Property shall be conveyed by bill of sale and/or transfer statement of Secured Party, transferring all of the Secured Party's rights, title and interests to the Personal Property, subject to the terms of the "Mortgagee's Sale of Real Estate & Secured Party Sale of Personal Property by Public Auction" and "Other Terms of Personal Property Sale" contained herein, and the balance of the consideration paid in full within twenty (20) days after the date of this public sale, unless the Secured Party otherwise agrees, time being of the essence. The bill of sale and/or the transfer statement, in the Secured Party's attorney's usual form, shall be delivered to the successful bidder upon receipt of the full balance of the purchase price.

4. The Personal Property is being sold "as is," "with all faults" and with no warranties or representations whatsoever and such bill of sale and/or transfer statement shall contain the following disclaimer:

“THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THE LIKE IN THIS DISPOSITION, ALL OF WHICH WARRANTIES, WHETHER EXPRESSED OR IMPLIED, THE SECURED PARTY HEREBY DISCLAIMS. ALL PROPERTY IS SOLD ‘AS IS’ AND ‘WITH ALL FAULTS.’”

5. No adjustment shall be made for any personal property taxes, assessments or other taxes or governmental charges or liens related to the Personal Property, as the successful bidder shall take the property subject to all personal property taxes, assessments or other taxes or governmental charges or liens related to the Personal Property up to the delivery of the bill of sale and/or transfer statement.

6. The purchaser of the Personal Property shall take possession of the Personal Property subject to the rights of any and all prior secured parties, other secured parties and lien holders which include but may not be limited to the prior security interests of (i) Hewlett-Packard Financial Services, as filed pursuant to UCC-1 filing no. 200433074450 with the Secretary of the Commonwealth of Massachusetts, and (ii) Rewards Network Establishment Services, Inc., as filed pursuant to UCC-1 filing no. 200434307980. I have no information concerning any amount that may be due to either Hewlett-Packard Financial Services or Rewards Network Establishment Services, Inc., or any other party.

7. The public sale of collateral shall not be deemed complete until the purchaser, as the case may be, has tendered the required deposit and signed the “Auctioneer’s Memorandum of Public Auction of Personal Property” in duplicate and the Auctioneer has executed and returned one copy to said purchaser or purchasers, as the case may be.

SFN:smg