

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE 565 NORTH ROAD WESTFIELD, MASSACHUSETTS

DESCRIPTION	PAGE #
TRUSTEE'S MEMORANDUM OF SALE	1-5
TRUSTEE DEED	6-7
MUNICIPAL LIEN CERTIFICATE	8

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATION PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

TRUSTEE'S MEMORANDUM OF SALE

This Memorandum of Sale is made this 6th day of November, 2009, by and among Steven Weiss, in his capacity as Trustee for the bankruptcy estate of Paul F. Croteau and Elizabeth G. Croteau, Case No. 09-31331-HJB, with a place of business c/o Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts (the "Trustee"), Aaron Posnik and Co., Inc. (the "Auctioneer") and _____ of _____ (the "Buyer").

1. TRUSTEE'S SALE AT PUBLIC AUCTION. Pursuant to a public auction (the "Auction") conducted on November 6, 2009 by the Auctioneer on behalf of the Trustee pursuant to an order issued by the United States Bankruptcy Court for the District of Massachusetts dated October 29, 2009 (the "Order") a copy of which is annexed hereto as Exhibit A, the Buyer, as the highest bidder, agrees to purchase the property described below (the "Property") in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY. The Property shall mean the following:

a. The Realty. A certain parcel of land with the buildings thereon situated at 565 North Road, Westfield, Hampden County, Massachusetts, as more particularly described in Exhibit B annexed hereto.

b. The Personalty. The Trustee's right, title and interest in and to any equipment and fixtures which may be situated on the Property to the extent they are part of the realty.

c. Inaccuracy of the description of the Property and known and unknown defects SHALL NOT BE REASON FOR FAILURE ON THE PART OF THE BUYER TO COMPLETE THE SALE. The Buyer will consider the Property as sufficiently described by the descriptions available at the time of the Auction. Verbal qualifications by the Trustee or Auctioneer or their respective agents SHALL NOT INVALIDATE nor become part of this sale as THE BUYER HAS EXAMINED THE PROPERTY TO HIS/HER SATISFACTION.

3. TRANSFER OF THE PROPERTY. The Realty /Property shall be conveyed by Trustee's deed, substantially in the form set forth in attached Exhibit B.

4. PRICE AND DEPOSIT. The bid price for which the Property has been sold to the Buyer is _____ of which \$7,500.00 has been paid this day in escrow to the Trustee. The Trustee 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.

5. BALANCE OF PRICE; CLOSING. The deed and associated papers shall be delivered and the balance of the consideration paid by certified or bank treasurer's check at the

office of Shatz, Schwartz and Fentin, P.C., 1441 Main Street, Springfield, Massachusetts at ten o'clock (10:00) A.M. on or before the thirtieth day following the date hereof, time being of the essence, unless the Trustee otherwise agrees (the "Closing").

6. TITLE. Buyer acknowledges that it has reviewed the contents of the Bidder's Package with respect to the Property and the materials contained therein, including, without limitation, this Memorandum of Sale, the Municipal Lien Certificate (referred to collectively as the "Bidder's Package"), and agrees to purchase the Property subject to the items disclosed in such Bidder's Package.

In the event the Trustee cannot convey title to the Property as stipulated, for any reason whatsoever except the fault of the Buyer, the deposit shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Trustee or his employees, agents and representatives, whether at law or in equity; provided, however, that at the election of the Buyer and the Trustee, Buyer may accept such title as the Trustee can deliver to the Property in its then condition and to pay therefor the purchase price without deduction.

7. RISK OF LOSS/INJURY.

a. The Trustee shall be under no obligation to maintain casualty insurance covering the Property after the execution of this Agreement. If the Property is damaged by fire or other casualty after the date hereof and prior to the Closing, Buyer shall nonetheless accept the deed to the Property and pay therefor the full balance of the bid price. Buyer may at its expense, obtain insurance on the Property upon the execution of this Agreement to insure itself against any loss or damage occurring prior to Closing. In the event of any loss or damage has occurred to the Property prior to the execution of this Agreement, any insurance proceeds now or hereafter received for such damage shall belong to the Trustee, it being acknowledged that, except as stated herein, the Premises shall be delivered in their AS IS condition.

b. Neither 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 Trustee. In the event the Trustee, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the Property, Buyer indemnifies the Trustee for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by Buyer, it being acknowledged that any entry or activity shall be at the sole risk and expense of the Buyer.

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 Auction on the part of the Trustee to be performed or observed. The Trustee shall be under no obligation to provide any certifications or affidavits to the Buyer, Buyer's lender or title company with regard to the conduct of the sale or condition of the Property.

9. CONDITION OF THE PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING. TRUSTEE WILL MAKE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE

PROPERTY. TRUSTEE AND 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 MEMORANDUM OF SALE, 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. 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 BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY TRUSTEE OR 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, including without limitation, whether the Property can be used as a residence.
- c. 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. Buyer assumes full responsibility with regard to municipal charges, including without limitation, taxes and tax titles, 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.
- d. The Buyer agrees to investigate all of the foregoing prior to the sale to its satisfaction and indemnifies and holds the Trustee harmless from all liability and expenses, including reasonable attorney's fees, incurred by the Trustee on account of the condition or use of the Property.

10. BUYER'S DEFAULT; DAMAGES. The Auction sale is not complete until the Buyer has executed this Memorandum of Sale and made the required deposit. Failure of the Buyer to execute this Memorandum of Sale or failure by the Buyer to fulfill the Buyer's agreements herein, shall constitute a default hereunder. Upon Buyer's default, the Trustee shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold 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 or otherwise, together with costs of resale and any costs of maintaining or owning the Property. In the event the Trustee resells the Property, Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

11. ASSIGNMENT. The successful bidder may not assign the bid or its rights under this Memorandum of Sale without the prior written consent of the Trustee.

12. DEED STAMPS AND FEES/ADJUSTMENTS. 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 detector certificates, any condominium fees, real estate taxes, tax titles, any agricultural or recreational tax or tax lien, and municipal charges due as of the date of this Agreement and those due from the date of this Agreement to the date of the Closing, as well as all of 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, rent, utilities or otherwise.

13. CONSTRUCTION OF AGREEMENT. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Trustee 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. The parties agree that the Bankruptcy Court shall have jurisdiction to adjudicate any disputes under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum in multiple counterparts as of the date first written above.

STEVEN WEISS, TRUSTEE

By: _____

BUYER

By: _____

AUCTIONEER

By: _____

Received from Buyer the sum of \$7,500.00 as a deposit on account of the above Memorandum, subject to the terms and conditions of sale hereinabove set forth.

Exhibits

A - Court Order

B - Form of Deed

09\0459\Memo.sale.4901

TRUSTEE DEED

Know all by these presents that Steven Weiss of Springfield, Massachusetts, the duly appointed Trustee in Bankruptcy for the bankruptcy estate of Elizabeth G. Croteau, pursuant with a petition in the United States Bankruptcy Court for the District of Massachusetts on or about July 31, 2009 (Case No. 09-31331-HJB (the "Bankruptcy Case")), obtained an order from said Court dated October 29, 2009 to conduct an auction sale of the estate's interest in 565 North Road, Westfield, Hampden County, Massachusetts, as more particularly described below (the "Premises") to _____ (the "Purchaser"), for the sum of _____ and 00/100 (\$_____.00) Dollars (the "Purchase Price").

Now therefore, in consideration of said Purchase Price paid by the said Purchaser to the said Trustee, receipt of which is hereby acknowledged, Steven Weiss, as said Trustee in Bankruptcy and not individually, by virtue and in execution of the power to him given by said Court and of every other power and authority hereto enabling, does hereby grant unto the said Purchasers the interest said Debtor had on the date of the commencement of the Bankruptcy Case in and to the Premises bounded and described as follows,

Certain real estate situate in WESTFIELD, Hampden County, Massachusetts, being designated by the legend "3.000 ACRES" as shown on the plan entitled "Plan of Land in Westfield, Massachusetts prepared for WESTFIELD SAVINGS BANK..." recorded in the Hampden County Registry of Deeds in Book of Plans 184, Page 47, said land being bounded and described as follows:

- NORTHERLY by North Road, as shown on said plan, two hundred (200) feet;
- EASTERLY by land now or formerly of Westfield Savings Bank, six hundred ninety-three and 32/100 (693.32) feet;
- SOUTHERLY by last named land, two hundred (200) feet; and
- WESTERLY by last named land, six hundred ninety-three and 75/100 (693.75) feet.

SUBJECT to an easement to Turners Falls Power and Electric Company under instrument dated June 19, 1942 recorded as aforesaid in Book 1749, Page 15, to the extent that the same is in force and applicable.

SUBJECT to a taking for an easement to Western Massachusetts Electric Company under instrument dated March 10, 1943 recorded as aforesaid in Book 1757, Page 45, to the extent that the same is in force and applicable.

BEING the same premises conveyed to JIT MANUFACTURING, INC. by deed recorded in Hampden County Registry of Deeds Book 09942, Page 127.

with QUITCLAIM COVENANTS.

For reference concerning the Trustee's authority to sell the Premises described herein, the Order of the United States Bankruptcy Court for the District of Massachusetts is recorded herewith.

To Have and to Hold the Premises unto the said Purchaser and unto his or her survivors, and unto such survivors' heirs and assigns, to the only use and behoof of said Purchaser and the survivors of them, and the heirs and assigns of the survivors of them forever that neither the said grantors nor any other person or persons in their name and behalf, shall or will hereafter claim or demand any right or title to the Premises or any part thereof, but they and every of them shall by these presents be excluded and forever barred.

In witness whereof, Steven Weiss, the said Trustee in Bankruptcy, does hereunto set his hand and seal this ____ day of November, 2009.

Witnesses

Steven Weiss, Trustee in Bankruptcy for the estate of Paul F. Croteau Elizabeth G. Croteau, and not individually

By: _____
Steven Weiss, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Hampden

On this ____ day of November, 2009 before me, the undersigned notary public, personally appeared Steven Weiss, proved to me through satisfactory evidence of identification, namely the person was known to me, to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person signed it voluntarily as such person's free act and deed for its stated purpose as Trustee for Paul F. Croteau and Elizabeth G. Croteau.

sign and stamp

09\0459\Deed.DRAFT.4901

State Tax Form 290
 Certificate: 76
 Issuance Date: 10/27/2009

MUNICIPAL LIEN CERTIFICATE
 CITY OF WESTFIELD
 COMMONWEALTH OF MASSACHUSETTS

Requested by AARON POSNIK & CO., INC.

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 10/23/2009 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 070R002200000

565 NORTH RD

JIT MANUFACTURING, INC
 565 NORTH RD
 WESTFIELD MA 01085

Land area	:	3.00	AC
Land Value	:	63,600	
Impr Value	:	61,000	
Land Use	:	0	
Exemptions	:	0	
Taxable Value:	:	124,600	

Deed date: 07/28/1997 Book/Page: 9942/0127
 Class: 4000-MANUFACTURING

FISCAL YEAR	2010	2009	2008
DESCRIPTION	(PRELIM. - 2 QTRS.)		
COMMUNITY PRESERVATION ACT	\$0.00	\$34.40	\$30.23
COMMERCIAL REAL ESTATE TAX	\$1,720.11	\$3,440.21	\$3,023.16
TOTAL BILLED:	\$1,720.11	\$3,474.61	\$3,053.39
Charges/Fees	\$0.00	\$5.00	\$0.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	\$0.00	\$3,053.39
Interest to 10/27/2009	\$28.04	\$412.24	\$0.00
TOTAL BALANCE DUE:	\$1,748.15	\$3,891.85	\$0.00

NOTE: Actual 2010 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$1.6625

For all SEWER, WATER, and WASTE MANAGEMENT billing information and/or FINAL READS, please call WATER RESOURCES DEPARTMENT at (413)572-6243.

GAS & ELECTRIC: \$63.05 DUE NOT A FINAL BILL
 (Payable to Westfield Gas & Electric, 100 Elm St, Westfield, MA 01085)

REAL ESTATE PARCELS are subject to SUPPLEMENTAL TAX ASSESSMENTS under M.G.L. Chapter 59 Sec 2D.

All other amounts listed above are to be paid to the Collector. I have no knowledge of any other outstanding amount that constitutes a lien.


 MICHAEL J. MCMAHON
 CITY COLLECTOR

THIS FORM APPROVED BY THE COMMISSONER OF REVENUE