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BIDDER'S INFORMATIONAL PACKAGE

270 MAIN STREET AGAWAM, MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL 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.

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Quail Meadow Holdings, LLC to Banknorth, N.A. dated March 28, 2003 and recorded with the Hampden County Registry of Deeds in Book 13063, Page 225, as affected by modification agreements recorded with the aforesaid Registry of Deeds in Book 14466, Page 59, Book 16588, Page 536 and Book 17277, Page 485 (said mortgage, as so affected, being hereinafter referred to as the "Mortgage"), of which Mortgage the undersigned (the "Mortgage Holder") is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 a.m. on January 26, 2010 at the mortgaged premises, being known as 270 Main Street, Agawam, Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

"270 MAIN STREET, AGAWAM, MASSACHUSETTS

Certain real estate situate in Agawam, Hampden County, Massachusetts, known and numbered as 270 Main Street, shown as "Parcel A" on a plan entitled "Plan of Land in Agawam, Massachusetts, Surveyed for 270 Main Street Corporation" dated October 31, 1995 and prepared by Heritage Surveys, Inc., said plan being recorded in the Hampden County Registry of Deeds, Book of Plans 296, Page 39, and being bounded and described as follows:

Beginning at a point, said point being located on the northerly line of Cooper Street a distance of 87/100 (.87) feet from a concrete bound as shown on said plan; thence running

- N. 46° 39'23" E. along said land now or formerly of Moretti, a distance of two hundred fifty and 00/100 (250.00) feet to an iron pipe; thence running
- N. 50° 08'28" E. along land now or formerly of Blue Cross of Massachusetts, Inc. & Blue Shield of Massachusetts, Inc., a distance of one hundred eighty-one and 37/100 (181.37) feet to an iron pipe; thence running
- N. 68° 34'19" E. along said land of Blue Cross of Massachusetts, Inc. & Blue Shield of Massachusetts, Inc., a distance of four hundred twenty-six and 09/100 (426.09) feet to an iron pipe located on the southerly line of Main Street, as shown on said Plan; thence turning and running
- S. 38° 16'21" E. along the southerly line of said Main Street, a distance of three hundred eighty-nine and 70/100 (389.70) feet to a point; thence running along the southerly line of said Main Street along a curve having a radius of three hundred eighty-five and 44/100 (385.44) feet, a linear distance of one hundred twenty-three and 22/100 (123.22) feet to a point; thence running
- S. 19° 57'20" E. along the southerly line of Main Street, a distance of two hundred forty-six and 86/100 (246.86) feet to an iron pipe; thence turning and running
- S. 74° 05'10" W. along land now or formerly of Budget Cabinet Sales, Inc., a distance of two hundred seventy-two and 41/100 (272.41) feet to an iron pipe; thence turning and running
- N 65° 14'57" W. along land now or formerly of Anthony J. and Alice A. Pietroniro, a distance of forty-nine and 44/100 (49.44) feet to an iron pipe; thence

- turning and running
 N. 23° 25'10" E. along land now or formerly of William R. and Gail M. Howe, a distance of twenty-four and 81/100 (24.81) feet to an iron pipe; thence turning and running
 N. 65° 33'48" W. along said land of Howe, a distance of seventy-five and 00/100 (75.00) feet to an iron pipe; thence turning and running
 S. 81° 06'31" W. along land now or formerly of Fred M. and Hazel M. Soffen, a distance of one hundred eight and 87/100 (108.87) feet to an iron pipe; thence running
 N 70° 04'20" W. along land now or formerly of Edward C. and Cynthia A. Weber, a distance of ninety-eight and 71/100 (98.71) feet to a point; thence turning and running
 S. 42° 40'42" W. along said land of Weber, a distance of forty-three and 23/100 (43.23) feet to an iron pin; thence turning and running
 N. 31° 58'22" W. along land designated as "Owner Unknown- said to be Town of Agawam" and land of the Town of Agawam, a distance of three hundred sixty-five and 57/100 (365.57) feet to a point; thence turning and running
 S. 78° 52'13" W. along said land of the Town of Agawam, a distance of one hundred two and 44/100 (102.44) feet to a point; thence running
 S. 71° 15'48" W. along said land of the Town of Agawam, a distance of one hundred thirty and 86/100 (130.86) feet to an iron pipe; thence running
 S. 46° 04'36" W. along said land of the Town of Agawam, a distance of eighty-two and 65/100 (82.65) feet to an iron pipe in the northerly line of Cooper Street; thence turning and running
 N. 49° 42'12" W. along said northerly line of Cooper Street, a distance of forty and 00/100 (40.00) feet to the point of beginning.

Said parcel containing 9.010 acres.

Being the premises conveyed by foreclosure Deed dated December 18, 2002 and recorded in the Hampden County Registry of Deeds at Book 12813, Page 112."

The Premises will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, outstanding tax titles, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens and existing encumbrances having priority over the Mortgage, if any.

TERMS OF SALE: A deposit of Fifty Thousand Dollars (\$50,000) will be required to be paid in cash or by certified or bank check by the successful bidder at the time and place of the sale. An additional deposit amount will be required to be paid by certified or bank check by the successful bidder within five (5) business days from the date of the sale in an amount that increases the total deposit to not less than ten percent (10%) of the successful bid amount. The balance of the successful bid amount is to be paid by certified or bank check within thirty (30) days from the date of the sale, and the deed for the Premises shall be delivered contemporaneously with such payment.

The Mortgage Holder reserves the right to postpone or adjourn this sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale by public proclamation at the time and date appointed for the postponed or adjourned sale.

The successful bidder at the sale will be required to sign a Memorandum of Sale containing the above terms, and other announced terms, at the sale.

The description for the Premises contained in the Mortgage shall control in the event of a typographical error in this notice.

Other terms to be announced at the sale.

TD BANK, N.A., formerly known as TD
Banknorth, N.A., formerly known as
Banknorth, N.A.

Present Holder of said Mortgage

By: 

Its Attorney

John W. Davis, Esq.

Cooley, Shrair P.C.

1380 Main Street, 5th Floor
Springfield, MA 01103

AUCTIONEER'S MEMORANDUM OF SALE AT PUBLIC AUCTION

The undersigned _____ of _____ (the "BUYER") hereby acknowledges that BUYER has this day purchased at a Mortgagee's Sale of Real Estate at Public Auction from Aaron Posnik & Co., Inc. (the "AUCTIONEER"), as agent for TD Bank, N.A. (the "SELLER"), that certain real estate (the "Premises") known as 270 Main Street, Agawam, Massachusetts and more fully described in the Mortgagee's Sale of Real Estate notice attached hereto (the "Sale Notice"), for the sum of \$ _____ (the "Purchase Price").

No personal property of any nature is included in this sale.

BUYER agrees to be bound by, and to comply with, and that the Premises are being sold subject to, the terms and conditions as stated in this Memorandum of Sale and the Sale Notice and also the additional terms and conditions read by the Auctioneer at the sale, a copy of which is attached hereto (the "Additional Terms and Conditions").

BUYER has this day paid to SELLER \$50,000 as a non-refundable deposit on the sale, with an additional deposit in the amount of \$ _____ to be paid by BUYER to SELLER, in accordance with the terms and conditions of the sale. Said deposit(s) shall be forfeited to the use of SELLER if BUYER fails to comply with any of the terms and conditions of the sale. Any such forfeiture shall not relieve BUYER of any liability under this agreement.

The balance of the Purchase Price is due and payable at the office of Cooley, Shrair P.C., at 1380 Main Street, Springfield, Massachusetts, as counsel for the SELLER, on or before May 31, 2010, by certified or bank check or other payment method acceptable to SELLER, and contemporaneous with a timely receipt by SELLER of such payment, SELLER shall convey the Premises to BUYER by delivery to BUYER of a statutory form foreclosure deed under the statutory power of sale (M.G.L. ch. 183, Appendix Form 11) from SELLER. Time is of the essence of this agreement.

In addition to the Purchase Price, BUYER assumes and agrees to pay all real estate taxes, water and sewer bills, municipal liens, tax titles, betterments, and assessments applicable to the Premises and, in addition to BUYER's own closing costs, all Massachusetts document tax stamps and recording charges applicable to this sale.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction by, nor has BUYER relied upon, any warranty or representation of the SELLER or AUCTIONEER not expressly set forth or incorporated in this Memorandum of Sale.

AUCTIONEER acknowledges that SELLER has this day received from BUYER the \$50,000 non-refundable deposit and that the Premises were this day sold by AUCTIONEER at public auction for the Purchase Price noted above, subject to the terms and conditions contained herein and in the attached Sale Notice and Additional Terms and Conditions.

Signed as a sealed instrument on this 30th day of April, 2010.

BUYER:

Buyer's Signature

AUCTIONEER:

Aaron Posnik & Co., Inc.

By: _____

Name:

Title:

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions shall apply to the sale of the premises as described in the sale notice of TD Bank, N.A. (the "Mortgage Holder") that has just been read to you:

1. The successful bidder will be required to execute in duplicate a Memorandum of Sale upon acceptance of the bid. Copies of the Memorandum of Sale are here for anyone to inspect prior to the bidding.
2. The premises will be sold to the highest bidder, who will be required to make the required deposit prior to signing the Memorandum of Sale.
3. If the successful bidder fails to pay the required deposit and sign the Memorandum of Sale and any other required document or if, after paying the deposit and signing the required documents, fails to perform its obligations thereunder, any deposit made, including any additional deposit made after today, shall be forfeited to the use of the Mortgage Holder. Such forfeiture shall not release the successful bidder from any of its obligations. The Mortgage Holder also reserves the right to convey the premises to the second highest bidder, at its last highest bid, under the same terms and conditions as are being offered at today's auction, and without further notice by publication or otherwise. Such second highest bidder will have five (5) days after notification by the Mortgage Holder to make the required deposit and sign the Memorandum of Sale and any other required documents.
4. No items of personal property are included in this sale. More specifically, the overhead bridge cranes and related personal property are not being sold as part of the premises, and the premises are being sold subject to the condition that the successful bidder will permit, for a period of up to twenty-one (21) calendar days from the date hereof, the removal of the overhead bridge cranes and related personal property being offered for sale by the Mortgage Holder at a secured party's public sale to be conducted immediately following the foreclosure sale of the premises.

5. The premises are being sold in "AS IS" condition, subject to all known and unknown defects, and subject to all applicable laws.

6. The Mortgage Holder is in possession of a Phase I (Historical) Environmental Site Assessment prepared by Pioneer Environmental, Inc. on or about January, 2003 with respect to the premises, copies of which are here for anyone to inspect prior to the bidding. This report is being made available for information purposes only and is not to be relied upon by you, or anyone else, for any purpose, and the Mortgage Holder makes no representations or warranties regarding the accuracy, completeness or usefulness of the report or any of the information contained therein.

7. The Mortgage Holder is also in possession of a field service report and photographic record, each as of March 17, 2010, and a repair proposal dated April 12, 2010, all prepared A. J. Rahaim Electrical Contractors, of East Longmeadow, Massachusetts. These items were obtained by the Mortgage Holder in connection with reports earlier this year of vandalism and damage to electrical systems on the premises. These items are being made available for information purposes only and are not to be relied upon by you, or anyone else, for any purpose, and the Mortgage Holder makes no representations or warranties regarding the accuracy, completeness or usefulness of these items or any of the information contained therein.

8. No representations or warranties of any kind whatsoever are made by or on behalf of the Mortgage Holder with respect the premises, including, without limitation, any warranty or representation as to (a) condition, construction, or fitness for habitation, (b) the presence or absence of asbestos, urea formaldehyde, lead paint, radon gas, oil or other hazardous materials, or aboveground or underground storage tanks, (c) compliance or non-compliance with any law, including, without limitation, any federal, state or local law relating to environmental, zoning, building or occupancy matters, or (d) zoning, state of title, utilities, tenants or occupants, or other matters.

9. The successful bidder shall be responsible for complying with all laws applicable to any on site sewage disposal system, including, without limitation, Title V of the State Environmental Code, and is specifically hereby notified of, and shall be responsible for complying with, the

inspection and upgrade requirements contained in Sections 15.300 through 15.305 of Volume 310 of the Code of Massachusetts Regulations, if applicable.

10. A municipal lien certificate and a real estate tax statement have been obtained from the collector's office, and copies are available for inspection prior to the bidding. Based on the certificate and statement, the following amounts appear due and owing to the Town of Agawam with respect to the premises:

Real estate taxes, interest and other charges for fiscal year 2009 (in tax title) calculated through April 30, 2010	\$24,204.76
Real estate taxes, interest and other charges for the first three quarters of fiscal year 2010, calculated through April 30, 2010	\$64,422.26
Real estate taxes and other charges for the 4th quarter of fiscal year 2010 due May 1, 2010	\$20,614.56
Past due water and sewer charges, including any interest or fines, calculated with respect to the 6 month period ending September 30, 2009.	\$ 750.48
	Total \$109,992.06

No representations or warranties are made by or on behalf of the Mortgage Holder as to the accuracy, completeness or usefulness of the foregoing or as to the extent to which such amounts constitute a lien against the premises. All municipal taxes and other municipal charges, together with all interest, fees and costs relating thereto through the date of payment, shall be the responsibility of the successful bidder.

11. The premises are also being sold subject to the following matters of record with the Hampden County Registry of Deeds, to the extent presently applicable and in effect against the premises and having priority over the mortgage being foreclosed upon today:

(i) spring and aqueduct rights as set forth in instrument dated May 24, 1870 and recorded in Book 275, Page 26;

(ii) possible rights of others to use so much of the land described in an instrument recorded in Book 87, Page 346, as lies between Massachusetts state highway layout and the Hampden County layout of Main Street;

(iii) easement rights granted to the Town of Agawam for the construction and maintenance of a sewer line in Agawam by instrument dated October 31, 1952 and recorded in Book 2212, Page 33;

(iv) a thirty (30) foot wide drainage easement by instrument recorded in Book 5902, Page 89 and as shown on a plan of land recorded in Plan Book 228, Page 55;

(v) a notice of variance recorded in Book 4311, Page 215;

(vi) a notice of variance recorded in Book 4830, Page 130;

(vii) an order of conditions pursuant to the Wetlands Protection Act dated January 8, 1979 and recorded in Book 4830, Page 131;

(viii) an instrument of taking by the Agawam tax collector for the non-payment of taxes dated December 3, 2009 and recorded in Book 18140, Page 25; and

(ix) all matters relating to the listing of the premises under Release Tracking Numbers 1-0010374, 1-0010712, and 1-0011236 in the notebook located in the Hampden County Registry of Deeds and entitled "Bureau of Waste Site Cleanup site/reportable releases."

12. The Mortgage Holder, or its affiliate, may bid at this sale, and if either is the successful bidder, neither shall be required to pay any deposit.

13. All information as shown in the Auctioneer's circulars or published advertisements for this sale has been compiled for the convenience and assistance of the successful bidder, and while the information is assumed to be reasonably correct, it is not guaranteed or warranted by the Auctioneer or the Mortgage Holder or any of their representatives.

14. From and after this date, the successful bidder shall have the sole risk of loss and the Mortgage Holder shall have no responsibility for maintaining insurance on the premises. In the event the premises are hereafter damaged by fire or other casualty, the successful bidder shall remain obligated to consummate the sale without any reduction in the purchase price.

15. In the event the Mortgage Holder cannot convey title to the premises as stipulated, the deposit, including any additional deposit thereafter made, shall be refunded and all rights under the Memorandum of Sale shall cease and the successful bidder shall have no recourse against the Mortgage Holder or its employees, agents or representatives, whether at law or in equity.

16. The premises will be conveyed by the usual statutory form foreclosure deed under the statutory power of sale, such deed to be delivered contemporaneously with the Mortgage Holder's timely receipt of full payment pursuant to the Memorandum of Sale. No adjustments of any kind shall be made to the purchase price. The successful bidder will be responsible for its own closing costs and all Massachusetts document tax stamps and recording fees applicable to the purchase of the premises. The acceptance of the Mortgage Holder's foreclosure deed by the successful bidder, or any successor in interest, shall be deemed to be a full performance and discharge of all obligations of the Mortgage Holder to the successful bidder, and any successor in interest, in connection with this sale.

17. The successful bidder will be required to sign this document when signing the Memorandum of Sale and, by doing so, the successful bidder will be acknowledging that the successful bidder agrees to the foregoing terms and conditions.

Successful Bidder's signature

State Tax Form 290
 Certificate: 9004
 Issuance Date: 04/20/2010

MUNICIPAL LIEN CERTIFICATE
 Town of Agawam
 COMMONWEALTH OF MASSACHUSETTS

Requested by COOLEY, SHRAIR P.C.

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 are listed below. I have no knowledge of any other outstanding amount that constitutes a lien.

NOTE: Real estate taxes are subject to the Community Preservation Act Surcharge under MGL Ch 44B S 4 (C): MGL Ch 60. All unpaid balances are subject to interest to date received by Collector, plus demand fee. Water & Sewer charges beyond the six month period ending stated below are not available. Please contact Water Dept. For current charges. Please contact Collector's Office for updated figures.

DESCRIPTION OF PROPERTY

Parcel ID: K13-01-0005

270 MAIN ST


QUAIL MEADOW HOLDINGS LLC
 605 ISAAC FRYE HY
 WILTON NH 03086

Land area : 9.39 AC
 Land Value : 795,300
 Impr Value : 2,164,500
 Land Use : 0
 Exemptions : 0
 Taxable Value: 2,959,800

Deed date: 12/20/2002 Book/Page: 12813-112
 Class: 400-IND

FISCAL YEAR	2010	2009	2008
DESCRIPTION			
CPA SURCHARGE	\$801.22	\$.00	\$773.79
INDUSTRIAL REAL ESTATE TAX	\$80,121.79	\$.00	\$77,378.96
TOTAL BILLED:	\$80,923.01	\$.00	\$78,152.75
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	\$.00	\$.00	\$.00
Interest to 04/20/2010	\$3,882.50	\$.00	-\$78,152.75
TOTAL BALANCE DUE:	\$84,805.51	\$.00	\$.00
TOTAL INTEREST PER DIEM:	\$32.0223		
OTHER UNPAID BALANCES:			
Tax Title 2009-2009	\$24,115.87		

WATER/SEWER ACCOUNT 28500270 WATER DUE 252.00 SEWER DUE 384.00
 FINES DUE 114.48
 THROUGH SIX MONTH PERIOD ENDING 09/30/09
 PLEASE CALL THE WATER DEPT. FOR A FINAL READING.


 LAUREL A PLACZEK
 TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

PARCEL: K13-01-0005

LOCATION: 270 MAIN ST

CURRENT OWNER:	CURRENT STATUS:
QUAIL MEADOW HOLDINGS LLC	ACRES: 9.390
605 ISAAC FRYE HY	LAND VALUATION: 795,300
WILTON NH 03086	BUILDING VALUATION: 2,164,500
	EXEMPTIONS: 0
	TAXABLE VALUATION: 2,959,800

DEED DATE: 12/20/2002 BOOK/PAGE: 12813-112 INTEREST DATE: 04/30/2010

YEAR TYPE	BILL	CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2010 RE-R	8396					
		Installment 1				
		CPA SURCHA	196.51	196.51	20.35	216.86
		IND RE TAX	19,650.44	19,650.44	2,035.02	21,685.46
		Inst 1 Total	19,846.95	19,846.95	2,055.37	21,902.32
		Installment 2				
		CPA SURCHA	196.50	196.50	13.49	209.99
		IND RE TAX	19,650.43	19,650.43	1,349.14	20,999.57
		Inst 2 Total	19,846.93	19,846.93	1,362.63	21,209.56
		Installment 3				
		CPA SURCHA	204.11	204.11	6.89	211.00
		IND RE TAX	20,410.46	20,410.46	688.92	21,099.38
		Inst 3 Total	20,614.57	20,614.57	695.81	21,310.38
		Installment 4				
		CPA SURCHA	204.10	204.10	.00	204.10
		IND RE TAX	20,410.46	20,410.46	.00	20,410.46
		Inst 4 Total	20,614.56	20,614.56	.00	20,614.56
9396 Total			80,923.01	80,923.01	4,113.81	85,036.82

YEAR TYPE	BILL	CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2009 LIEN	164					
		Installment 1				
		CPA SURCHA	199.56	199.56	21.34	220.90
		INDUSTRIAL	19,956.13	19,956.13	2,134.50	22,090.63
		DEMAND FEE	5.00	5.00	.53	5.53
		AD PREP	10.00	10.00	1.07	11.07
		ADVERTISEM	20.00	20.00	2.14	22.14
		POST NOTIC	5.00	5.00	.53	5.53
		PREPARE IN	10.00	10.00	1.07	11.07
		RECORD INS	75.00	75.00	8.02	83.02
		INITKO	1,669.87	1,669.87	.00	1,669.87

04/20/2010 09:42 |Town of Agawam |PO 2
 phc | REAL ESTATE TAX STATEMENT |XXXXXXXX

YEAR	TYPE	BILL			
INSTALLMENT					
	CHARGE	BILLED	PRIN DUE	INT DUE	TOTAL DUE
	PREPARE RE	10.00	10.00	.00	10.00
	RECORD RED	75.00	75.00	.00	75.00
	Insc 1 Total	22,035.56	22,035.56	2,169.20	24,204.76
164	Total	22,035.56	22,035.56	2,169.20	24,204.76
GRAND TOTALS		102,958.57	102,958.57	8,207.01	109,241.58