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BIDDER'S INFORMATIONAL PACKAGE

900 MIDDLESEX TURNPIKE BILLERICA, 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 ARTURO J. GUTIERREZ and JOHN A. CATALDO as TRUSTEES of the MIDDLESEX TECHNOLOGY CENTER TRUST V, under Declaration of Trust dated January 7, 1983 and recorded with the Middlesex County North District Registry of Deeds in Book 2584, page 489, as amended, and not individually, having a place of business at 1 Wall Street, Burlington, MA 01803 to NATIONWIDE LIFE INSURANCE COMPANY SUCCESSOR BY CONVERSION TO PROVIDENT MUTUAL LIFE INSURANCE COMPANY dated August 21, 2000 and recorded in the Middlesex County (Northern) Registry of Deeds at Book 11014, Page 185, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purposes of foreclosing, the same will be sold at public auction at 11:00 a.m. on August 20, 2010, on the mortgaged premises in Billerica, Middlesex County, Massachusetts, all and singular the premises described in said mortgage, and having an address of 900 Middlesex Turnpike, Building IV.

To wit:

The land in Billerica, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL I

The land together with the buildings and improvements located thereon being located on Middlesex Turnpike, Billerica, Middlesex County, Massachusetts and being shown as Lot 4C on a plan entitled "Subdivision Plan of Land in Billerica, Massachusetts", prepared for The Gutierrez Company by Vanasse Hangen Brustlin, Inc., Scale 1 inch = 50 feet dated March 27, 1998 and recorded with Middlesex North Registry of Deeds in Plan Book 196 Plan 144.

PARCEL II

Together with the benefit of the appurtenant rights and easements, and subject to certain rights and easements, set forth in a Restated Declaration of Easements dated March 19, 1982 recorded with said Deeds in Book 2531, Page 624, with a Plan entitled "Easement Plan - The Middlesex Technology Center" in Billerica, Mass., prepared for The Gutierrez Company dated December 23, 1981 (revised through February 10, 1982) and recorded at Plan Book 136, Plan 55, as affected by a Second Restated Declaration of Easements dated as of August 15, 1997 and recorded on April 10, 1998 in Book 9199, Page 60 and the Easement Plan recorded therewith in Plan Book 196, Plan 136, as further affected by a Third Restated Declaration of Easements dated as of June 1, 2000 and recorded on July

26, 2000 as Instrument No. 38214 in Book 10953, Page 101 and the Easement Plan recorded therewith in Plan Book 203, Plan 122.

The above premises will be sold subject to and/or with the benefit of any and all outstanding municipal taxes, tax titles, assessments, liens, easements, improvements, covenants or encumbrances of record created prior to this mortgage, if any.

Terms of Sale:

FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the highest bidder as earnest money to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The Deposit must be increased to ten percent (10%) of the purchase price within five business days of the sale. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale and the deed shall be required to sign a Memorandum of Terms of Sale containing the above terms of the auction sale. The purchaser will be responsible for all closing costs, attorney fees, Massachusetts deed excise stamps and all recording fees.

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 of Real Estate and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell the property by foreclosure deed to the second highest bidder at the public auction provided that (i) said second highest bidder shall deposit with the Mortgagee's attorney, 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 and (ii) title shall be conveyed to the second highest bidder within twenty (20) days of said written notice. The terms of sale with regard to the foreclosure deed and the consideration paid by the second highest bidder shall be the same as described above. The mortgagee reserves the right to postpone this sale to a later 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. Other terms, if any, to be announced at the time and place of the sale.

Dated: July 21, 2010

NATIONWIDE LIFE INSURANCE COMPANY
SUCCESSOR BY CONVERSION TO
PROVIDENT MUTUAL LIFE INSURANCE
COMPANY
The Present Holder of Said Mortgage

By: _____
David A. Lavenburg, Esq.
Kroll, McNamara, Evans & Delehanty, LLP
65 Memorial Road, Suite 300
West Hartford, CT 06107
(860) 561-7070
Attorneys for the Mortgagee

MEMORANDUM OF SALE - BUILDING IV

THIS MEMORANDUM OF SALE is made this 20th day of August, 2010 by and among NATIONWIDE LIFE INSURANCE COMPANY SUCCESSOR BY CONVERSION TO PROVIDENT MUTUAL LIFE INSURANCE COMPANY, whose principal address is One Nationwide Plaza, Columbus, Ohio (the "Seller"), AARON POSNIK & CO., INC. of 83 State Street, Springfield, MA (the "Auctioneer") and _____ of _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on August 20, 2010, by the Auctioneer on behalf of the Seller as foreclosing Mortgagee, in exercise of the Power of Sale contained in a Mortgage and Note from ARTURO J. GUTIERREZ and JOHN A. CATALDO as TRUSTEES of the MIDDLESEX TECHNOLOGY CENTER TRUST V to NATIONWIDE LIFE INSURANCE COMPANY SUCCESSOR BY CONVERSION TO PROVIDENT MUTUAL LIFE INSURANCE COMPANY dated August 21, 2000 and recorded in the Middlesex County (Northern) Registry of Deeds at Book 11014, Page 185, the Buyer as the highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof and those terms contained in the Announcement of Other Terms and Conditions presented herewith.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following; namely:

See attached Exhibit A.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's deed under the statutory Power of Sale.

The Property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L.c.21E.

The premises described in said mortgage are being sold:

1. Subject to any facts which would be disclosed by an accurate survey of the premises.
2. Subject to any facts disclosed by an Environmental Survey of the premises; and subject also to all laws, rules and regulations relating to

environmental matters and hazardous waste material, and all other state or municipal rules, regulations, codes and by-laws applicable to said premises.

3. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of lines, and existing encumbrances of record created prior to the mortgage, if any there be, which are entitled to precedence over the mortgage

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ DOLLARS (\$ _____) of which FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) has been paid this day in accordance with the terms of the Mortgagee's Notice of Sale, with the balance to be paid by certified check or bank check at the time of delivery of the deed. The sale is also subject to a five percent (5%) Buyer's premium of _____ and the foregoing deposit must be increased to ten percent (10%) of the purchase price within five (5) business days of the execution hereof. The Seller 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. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid by cash, cashier's check or certified check at the office of Kroll, McNamara, Evans & Delehanty, LLP, 65 Memorial Road, Suite 300, West Hartford, CT on or before ten o'clock (10:00 a.m.) on the thirtieth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing") and the deed shall be transferred contemporaneously therewith.

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall convey such title.

7. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by fire or other casualty prior to the Closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying therefore the full balance of the bid price.

8. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

9. CONDITION OF THE PREMISES

The Property shall be conveyed in "AS-IS" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer including but not limited to those concerning zoning, state of title, utilities, condition of the premises, compliance with environmental laws and regulations, compliance with state or local building and housing codes, regulations or ordinances, extent or amount of outstanding obligations or otherwise, and that they have made such inspection of the premises as desired.

In the event the Premises contain an on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system and, if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq. which may require removal of any existing tank(s).

The Buyer acknowledges that the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on, or in connection with the Premises and that the Premises may not be in compliance with applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or decisions. The Buyer hereby releases for Mortgagee from any and all liability in

connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's Agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorney's and auctioneer's fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. DEED STAMPS, RECORDING FEES AND ATTORNEY FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property. In addition, Buyer shall be responsible for all attorney's fees and costs of the Seller relative to closing including but not limited to title examination, and documentation preparation.

12. 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 cancelled, modified or amended only by a written instrument executed by both the Seller 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 to it.

TIME IS OF THE ESSENCE to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first above written.

NATIONWIDE LIFE INSURANCE
COMPANY SUCCESSOR BY
CONVERSION TO PROVIDENT
MUTUAL LIFE INSURANCE COMPANY
(Present holder of said Mortgage)

By: _____

Its

AARON POSNIK & CO., INC.

By: _____

Its

BUYER

By: _____

EXHIBIT A

The land in Billerica, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL I

The land together with the buildings and improvements located thereon being located on Middlesex Turnpike, Billerica, Middlesex County, Massachusetts and being shown as Lot 4C on a plan entitled "Subdivision Plan of Land in Billerica, Massachusetts", prepared for The Gutierrez Company by Vanasse Hangen Brustlin, Inc., Scale 1 inch = 50 feet dated March 27, 1998 and recorded with Middlesex North Registry of Deeds in Plan Book 196 Plan 144.

PARCEL II

Together with the benefit of the appurtenant rights and easements, and subject to certain rights and easements, set forth in a Restated Declaration of Easements dated March 19, 1982 recorded with said Deeds in Book 2531, Page 624, with a Plan entitled "Easement Plan - The Middlesex Technology Center" in Billerica, Mass., prepared for The Gutierrez Company dated December 23, 1981 (revised through February 10, 1982) and recorded at Plan Book 136, Plan 55, as affected by a Second Restated Declaration of Easements dated as of August 15, 1997 and recorded on April 10, 1998 in Book 9199, Page 60 and the Easement Plan recorded therewith in Plan Book 196, Plan 136, as further affected by a Third Restated Declaration of Easements dated as of June 1, 2000 and recorded on July 26, 2000 as Instrument No. 38214 in Book 10953, Page 101 and the Easement Plan recorded therewith in Plan Book 203, Plan 122.

The above premises will be sold subject to and/or with the benefit of any and all outstanding municipal taxes, tax titles, assessments, liens, easements, improvements, covenants or encumbrances of record created prior to this mortgage, if any.

State Tax Form 290
Certificate: 27033
Issuance Date: 08/03/2010

MUNICIPAL LIEN CERTIFICATE
Town of Billerica
COMMONWEALTH OF MASSACHUSETTS

Requested by KROLL, MCNAMARA, EVANS & DELEHANTY

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 08/02/2010 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 0104-0000021

900 MIDDLESEX TP

MIDDLESEX TECHNOLOGY CENTER TR
C/O THE GUTIERREZ COMPANY
1 WALL ST.
BURLINGTON MA 01803

Land area : 2.42 AC
Land Value : 622,200
Impr Value : 2,664,000
Land Use : 0
Exemptions : 0
Taxable Value: 3,286,200

Deed date: 01/19/1983 Book/Page: 2584/496
Class: 402-OFFICE - INDUSTRIAL

FISCAL YEAR	2011	2010	2009
DESCRIPTION			
COMMERCIAL REAL ESTATE TAX	\$46,779.06	\$93,558.11	\$133,690.54
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	-\$6,371.46
Payments/Credits	-\$23,389.53	-\$93,558.11	-\$127,319.08
Interest to 08/03/2010	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$23,389.53	\$.00	\$.00

NOTE: Actual 2011 taxes not yet issued.

OTHER UNPAID BALANCES:
2011 UTILITY BILLING \$300.00

- PAYMENT OF TAX TITLE MUST BE PAID WITH A CERTIFIED CHECK AT THE TREASURER'S OFFICE. TO OBTAIN A CURRENT PAYOFF FIGURE, CONTACT THE TREASURER'S OFFICE (978-671-0928), AS ADDITIONAL FEES CAN BE ASSESSED.

- A copy of the Certificate of Municipal Lien MUST accompany all tax payments to the Tax Collector's Office. (978-671-0920)

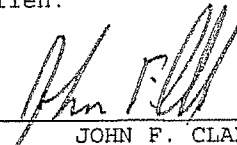
- For WATER/SEWER charges please call 978-671-0954.

- NOTICE FOR ALL REAL ESTATE SALES - where applicable, a FINAL WATER METER READING is required.

Please contact the Office of Water Billing at 978-671-0954 at least two (2) weeks prior to the sale. If a "FINAL" is not scheduled, all outstanding bills will be the responsibility of the new owner.

- Separate payment checks required for each department.

I do not have knowledge of any other amount that constitutes a lien.


JOHN F. CLARK
TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by ARTURO J. GUTIERREZ and JOHN A. CATALDO as TRUSTEES of the MIDDLESEX TECHNOLOGY CENTER TRUST V, under Declaration of Trust dated January 7, 1983 and recorded with the Middlesex County North District Registry of Deeds in Book 2584, page 489, as amended and recorded in the Middlesex County South District Registry of Deeds in Book 14858, page 293, as amended, and not individually, having a principal place of business at 1 Wall Street, Burlington, MA 01803 to NATIONWIDE LIFE INSURANCE COMPANY SUCCESSOR BY CONVERSION TO PROVIDENT MUTUAL LIFE INSURANCE COMPANY dated August 21, 2000 and recorded in the Middlesex County (Northern) Registry of Deeds at Book 11015, Page 25, and in the same County (Southern District) at Book 31744, Page 297 of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purposes of foreclosing, the same will be sold at public auction at 11:00 a.m. or as soon thereafter as the sale of an adjacent building, 900 Middlesex Turnpike, Building IV on August 20, 2010, on the mortgaged premises in Billerica, Middlesex County, Massachusetts, all and singular the premises described in said mortgage, and having an address of 900 Middlesex Turnpike, Building V.

To wit:

The land in Billerica, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL I

The land together with the buildings and improvements located thereon being located on Middlesex Turnpike, Billerica and Bedford, Middlesex County, Massachusetts and being shown as Lot 5B on a plan entitled "Plan of Land in Billerica, Mass", prepared for The Gutierrez Company by Flemina, Bienvenu & Associates, Inc. dated January 12, 1983 and recorded with Middlesex North Registry of Deeds in Plan Book 138, Plan 113 and recorded with the Middlesex South Registry of Deeds as Plan 62 of 1983.

PARCEL II

Together with the benefit of the appurtenant rights and easements, and subject to certain rights and easements, set forth in a Restated Declaration of Easements dated March 19, 1982 recorded with said Deeds in Book 2531, Page 624, with a Plan entitled "Easement Plan - The Middlesex Technology Center" in Billerica, Mass., prepared for The Gutierrez Company dated December 23, 1981 (revised through February 10, 1982) and recorded at Plan Book

136, Plan 55, as affected by a Second Restated Declaration of Easements dated as of August 15, 1997 and recorded on April 10, 1998 in Book 9199, Page 60 and the Easement Plan recorded therewith in Plan Book 196, Plan 136, as further affected by a Third Restated Declaration of Easements dated as of June 1, 2000 and recorded on July 26, 2000 as Instrument No. 38214 in Book 10953, Page 101 and the Easement Plan recorded therewith in Plan Book 203, Plan 122.

The above premises will be sold subject to and/or with the benefit of any and all outstanding municipal taxes, tax titles, assessments, liens, easements, improvements, covenants or encumbrances of record created prior to this mortgage, if any.

Terms of Sale:

FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the highest bidder as earnest money to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The Deposit must be increased to ten percent (10%) of the purchase price within five business days of the sale. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale and the deed shall be required to sign a Memorandum of Terms of Sale containing the above terms of the auction sale. The purchaser will be responsible for all closing costs, attorney fees, Massachusetts deed excise stamps and all recording fees.

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 of Real Estate and/or the terms of the Memorandum of Sale executed at the public auction, the Mortgagee reserves the right, at its election, to sell the property by foreclosure deed to the second highest bidder at the public auction provided that (i) said second highest bidder shall deposit with the Mortgagee's attorney, 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 and (ii) title shall be conveyed to the second highest bidder within twenty (20) days of said written notice. The terms of sale with regard to the foreclosure deed and the consideration paid by the second highest bidder shall be the same as described above. The mortgagee reserves the right to postpone this sale to a later 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. Other terms, if any, to be announced at the time and place of the sale.

Dated: July 21, 2010

NATIONWIDE LIFE INSURANCE COMPANY
SUCCESSOR BY CONVERSION TO
PROVIDENT MUTUAL LIFE INSURANCE
COMPANY
The Present Holder of Said Mortgage

By: _____
David A. Lavenburg, Esq.
Kroll, McNamara, Evans & Delehanty, LLP
65 Memorial Road, Suite 300
West Hartford, CT 06107
(860) 561-7070
Attorneys for the Mortgagee

MEMORANDUM OF SALE - BUILDING V

THIS MEMORANDUM OF SALE is made this 20th day of August, 2010 by and among NATIONWIDE LIFE INSURANCE COMPANY SUCCESSOR BY CONVERSION TO PROVIDENT MUTUAL LIFE INSURANCE COMPANY, whose principal address is One Nationwide Plaza, Columbus, Ohio (the "Seller"), AARON POSNIK & CO., INC. of 83 State Street, Springfield, MA (the "Auctioneer") and _____ of _____ (the "Buyer").

1. MORTGAGEE'S SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted on August 20, 2010, by the Auctioneer on behalf of the Seller as foreclosing Mortgagee, in exercise of the Power of Sale contained in a Mortgage and Note from ARTURO J. GUTIERREZ and JOHN A. CATALDO as TRUSTEES of the MIDDLESEX TECHNOLOGY CENTER TRUST V to NATIONWIDE LIFE INSURANCE COMPANY SUCCESSOR BY CONVERSION TO PROVIDENT MUTUAL LIFE INSURANCE COMPANY dated August 21, 2000 and recorded in the Middlesex County (Northern) Registry of Deeds at Book 11015, Page 25, and in the same County (Southern District) at Book 31744, Page 297, the Buyer as the highest bidder agrees to purchase the real and personal property described below (the "Property") in accordance with the terms hereof and those terms contained in the Announcement of Other Terms and Conditions presented herewith.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following; namely:

See attached Exhibit A.

3. TRANSFER OF THE PROPERTY

The Property shall be conveyed by the usual mortgagee's deed under the statutory Power of Sale.

The Property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes, zoning ordinances and M.G.L.c.21E.

The premises described in said mortgage are being sold:

1. Subject to any facts which would be disclosed by an accurate survey of the premises.

2. Subject to any facts disclosed by an Environmental Survey of the premises; and subject also to all laws, rules and regulations relating to environmental matters and hazardous waste material, and all other state or municipal rules, regulations, codes and by-laws applicable to said premises.
3. Subject to and with the benefit of all restrictions, rights of way, easements, riparian rights and rights of flowage of record to the extent the same are in force and applicable, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of lines, and existing encumbrances of record created prior to the mortgage, if any there be, which are entitled to precedence over the mortgage

The total bid price will be set forth as the consideration in the deed to the Property.

4. PRICE AND DEPOSIT

The bid price for which the Property has been sold to the Buyer is _____ DOLLARS (\$ _____) of which FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) has been paid this day in accordance with the terms of the Mortgagee's Notice of Sale, with the balance to be paid by certified check or bank check at the time of delivery of the deed. The sale is also subject to a five percent (5%) Buyer's premium of _____ and the foregoing deposit must be increased to ten percent (10%) of the purchase price within five (5) business days of the execution hereof. The Seller 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. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid by cash, cashier's check or certified check at the office of Kroll, McNamara, Evans & Delehanty, LLP, 65 Memorial Road, Suite 300, West Hartford, CT on or before ten o'clock (10:00 a.m.) on the thirtieth day following the date hereof, or such other time and place as may be mutually agreed upon by the Seller and the Buyer (the "Closing") and the deed shall be transferred contemporaneously therewith.

6. TITLE

In the event the Seller cannot convey title to the Property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which event the Seller shall convey such title.

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The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

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The Property shall be conveyed in "AS-IS" condition, subject to the present manner of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller or the Auctioneer including but not limited to those concerning zoning, state of title, utilities, condition of the premises, compliance with environmental laws and regulations, compliance with state or local building and housing codes, regulations or ordinances, extent or amount of outstanding obligations or otherwise, and that they have made such inspection of the premises as desired.

In the event the Premises contain an on-site sewage system, the Buyer shall be responsible for complying with the Commonwealth of Massachusetts regulations pertaining thereto at its own cost by obtaining an inspection of the system and, if necessary, repairing and/or replacing the sewage system components in order to bring the system into compliance with the Code of Massachusetts Regulations Ch. 310

In the event that the premises contain underground storage tank(s), the Buyer shall be responsible for complying with the applicable regulations issued by the Massachusetts Board of Fire Prevention as set forth in 527 CMR 9.00 et seq. which may require removal of any existing tank(s).

The Buyer acknowledges that the use, storage, disposal, transportation, release or threat of release of hazardous or toxic materials or substances on, or in connection with the Premises and that the Premises may not be in compliance with applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Release Prevention Response Act (M.G.L.c.21E), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and other federal, state and local laws and regulations, and any judicial or administrative decree or

decisions. The Buyer hereby releases for Mortgagee from any and all liability in connection with any environmental claims, of any kind or nature, which may arise in connection with, or relating to the Premises and agrees to indemnify and defend the Mortgagee in connection with any such claim which may be asserted against the Mortgagee hereinafter.

10. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's Agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including the costs and expenses of subsequent sales of the Property or any portion thereof and attorney's and auctioneer's fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

11. DEED STAMPS, RECORDING FEES AND ATTORNEY FEES

Buyer shall pay for and cancel for the benefit of the Seller the excise tax stamps required to be affixed to the foreclosure deed by the law of the Commonwealth of Massachusetts. The Buyer shall pay all recording fees in connection with the transfer of the Property. In addition, Buyer shall be responsible for all attorney's fees and costs of the Seller relative to closing including but not limited to title examination, and documentation preparation.

12. 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 cancelled, modified or amended only by a written instrument executed by both the Seller 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 to it.

TIME IS OF THE ESSENCE to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as a sealed instrument as of the date first above written.

NATIONWIDE LIFE INSURANCE
COMPANY SUCCESSOR BY
CONVERSION TO PROVIDENT
MUTUAL LIFE INSURANCE COMPANY
(Present holder of said Mortgage)

By: _____

Its

AARON POSNIK & CO., INC.

By: _____

Its

BUYER

By: _____

EXHIBIT A

The land in Billerica, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL I

The land together with the buildings and improvements located thereon being located on Middlesex Turnpike, Billerica and Bedford, Middlesex County, Massachusetts and being shown as Lot 5B on a plan entitled "Plan of Land in Billerica, Mass", prepared for The Gutierrez Company by Flemina, Bienvenu & Associates, Inc. dated January 12, 1983 and recorded with Middlesex North Registry of Deeds in Plan Book 138, Plan 113 and recorded with the Middlesex South Registry of Deeds as Plan 62 of 1983.

PARCEL II

Together with the benefit of the appurtenant rights and easements, and subject to certain rights and easements, set forth in a Restated Declaration of Easements dated March 19, 1982 recorded with said Deeds in Book 2531, Page 624, with a Plan entitled "Easement Plan - The Middlesex Technology Center" in Billerica, Mass., prepared for The Gutierrez Company dated December 23, 1981 (revised through February 10, 1982) and recorded at Plan Book 136, Plan 55, as affected by a Second Restated Declaration of Easements dated as of August 15, 1997 and recorded on April 10, 1998 in Book 9199, Page 60 and the Easement Plan recorded therewith in Plan Book 196, Plan 136, as further affected by a Third Restated Declaration of Easements dated as of June 1, 2000 and recorded on July 26, 2000 as Instrument No. 38214 in Book 10953, Page 101 and the Easement Plan recorded therewith in Plan Book 203, Plan 122.

The above premises will be sold subject to and/or with the benefit of any and all outstanding municipal taxes, tax titles, assessments, liens, easements, improvements, covenants or encumbrances of record created prior to this mortgage, if any.

MUNICIPAL LIEN CERTIFICATE
(Office of the Collector of Taxes)

TOWN OF BEDFORD
THE COMMONWEALTH OF MASSACHUSETTS

July 30, 2010

Kroll, McNamara, Evans & Delehanty, LLP - Attys at Law
65 Memorial Road
West Hartford CT 06107-4216

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 July 30, 2010 are listed below.

DESCRIPTION OF PROPERTY

Assessed Owner: Gutierrez, Arturo J. Jr. - Middlesex Technology Center Trust

Location of Property: 179 Middlesex Turnpike

Parcel Identification: 5/7 Land Area: .46 A Valuation: \$6600 (FY 10)

Fiscal Year	FY11	FY10	FY09
TAX *Preliminary	\$44.24		
Actual		\$86.33	\$82.04
DISTRICT TAX *Preliminary			
Actual			
BETTERMENTS/SPECIAL ASSESSMENTS			
SEWER			
Committed Interest			
UTILITY LIENS Water			
Sewer			
Electric			
Committed Interest			
Collection Charges			
OTHER LIENS			
Community Preservation Surcharge			
Committed Interest			
Collection Charges			
TOTAL BILLED	\$44.24	\$86.33	\$82.04
Payments	\$22.12	\$86.33	\$82.04
Abatements/Exemptions			
Charges and Fees			
Interest to , per diem			
BALANCE DUE 1 st Qtr due Aug 02, 2010	0	0	0

*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

Unpaid betterments/special assessments not yet added to tax: NONE Interest from:

Improvements voted for which there will probably be betterments/special assessments: NONE

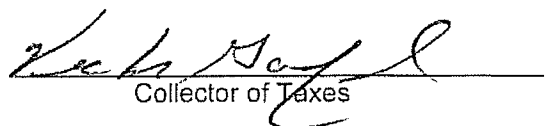
Unpaid utility charges: METER TO BE READ Other unpaid charges: NONE

This property is in tax title. Yes ___ No X Contact the Treasurer for outstanding amounts

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

Real Estate Taxes in Town of Bedford are subject to the Community Preservation Surcharge under G.L. Ch. 44B.

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE.


Collector of Taxes