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BIDDER'S INFORMATIONAL PACKAGE 162 UNION STREET WESTFIELD, MASSACHUSETTS

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MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by BERKSHIRE MATERIAL CORPORATION to JAV FAMILY LIMITED PARTNERSHIP, said mortgage being dated November 8, 2005, and recorded in the Hampden County Registry of Deeds in Book 15482, Page 223, further assigned to T & B HOLBROOK, LLC by instrument dated June 24, 2008 and recorded as aforesaid in Book 17360, Page 547, of which mortgage the undersigned 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 O'Clock A.M. on Thursday, September 16, 2010, upon the premises described in said mortgage, namely 162 Union Street, Westfield, Hampden County, Massachusetts, all and singular the premises described in said mortgage, to wit:

The land in Westfield, Hampden County, Massachusetts, being the land designated "Remaining Land of the Lane Construction Corporation, Remaining Area=37.96 Acres +/-" on a plan entitled "Subdivision of Property, Westfield, Massachusetts For (owner) The Land Construction Corp."...D.L. Bean, Inc...10-25-2001...Scale 1" =100'...recorded in the Hampden County Registry of Deeds in Book of Plans 324, Page 79.

Subject to easement rights granted to Tennessee Gas Transmission Company as set forth in instrument dated January 15, 1992 and recorded in the Hampden County Registry of Deeds in Book 7944, Page 115, which supersedes the easement at Book 2015, Page 315.

Subject to easement rights granted to New England Telephone and Telegraph Company and Westfield Gas and Electric Light Company in instrument dated January 26, 1973 and recorded as aforesaid in Book 3775, Page 496.

Together with and subject to the terms of a Variance recorded as aforesaid in Book 12160, Page 313, to the extent the same may be in force and applicable.

Subject to easements, restrictions, notices and liens of record.

Being the same premises conveyed to Berkshire Material Corporation by deed of Sunnyside Corp. and Joseph C. Sampson, Trustee of the Sampson Family Trust, dated February 14, 2002 and recorded in the Hampden County Registry of Deeds in Book 12223, Page 234. See also, deed dated May 12, 2003 and recorded as aforesaid in Book 13183, Page 410."

Said premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax title, municipal or other public taxes, assessments, liens or claims in the nature of liens, rights of parties in possession, and existing encumbrances of record created prior to the mortgage, if any there be.

No representations; express or implied, are made with respect to any matter concerning the premises which will be sold "as is".

The successful high bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps, all closing costs and all recording fees.

TERMS OF SALE: The highest bidder in the sale shall be required to provide a deposit in cash, bank treasurer's check or certified check in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** at the time and the place of the sale of the premises to qualify as a bidder (the present holder of the mortgage and its designee(s) are exempt from this requirement) to be held by the Mortgagee, successful bidder will be required to deposit a sum equal to ten percent (10%) of the amount bid (less the \$35,000.00 deposit) with the Mortgagee's auctioneer, Aaron Posnik & Co., Inc., 83 State Street, Springfield, Massachusetts 01103 within five (5) days of the date of the sale and the balance of the purchase price shall be paid in cash, certified or bank treasurer's check at the closing which shall occur within thirty (30) days after the date of foreclosure sale, time being of the essence, unless the Mortgagee agrees otherwise. The successful bidder at the sale shall be required to sign a Memorandum of Terms of Sale containing the above terms at the auction sale.

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 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 to the second highest bidder at the public auction provided that Mortgagee, in its discretion, may require (1) said second highest bidder to deposit 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, (2) the second highest bidder to execute a Memorandum of Sale, and (3) the closing to occur within twenty (20) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that Mortgagee may choose and/or to postpone this sale to a later time or 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.

The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

T & B Holbrook, LLC,
Present Holder of said Mortgage

By 
Francis R. Mirkin, Its Attorney

BACON WILSON, P.C.
33 State Street
Springfield, MA 01103
August 12, 19, 26, 2010

MEMORANDUM OF SALE OF REAL PROPERTY BY AUCTIONEER
(FORECLOSURE OF MORTGAGE)

T & B Holbrook, LLC
vs.
Berkshire Material Corporation

Date: September 16, 2010

Westfield, Massachusetts

I hereby acknowledge to have this day purchased at a Mortgagee's Sale at Public Auction of Aaron Posnik & Co., Inc., Auctioneers that certain parcel of land with buildings thereon

known and numbered as 162 Union Street, Westfield, Massachusetts

now or formerly of Berkshire Material Corporation

and described in the printed notice of the Mortgagee's Sale of Real Estate hereto attached and I agree to comply with the terms of sale as stated by the Auctioneer such being part of this Memorandum of Sale.

I have made the required deposit to bind the sale, to be forfeited to the use of the mortgagee in the event I fail to comply with the residue of the terms of sale, but a forfeiture of said sum shall not release me from my liability under this contract. The balance of the purchase money is to be paid in cash, certified bank check or bank cashiers check in accordance with the terms of sale.

Settlement is to be made at the Law Offices of BACON & WILSON, P.C., 33 State Street, Springfield, MA by 12:00 P.M. (NOON) on or before the thirtieth (30th) day following the execution of this Memorandum. This date and place may however be altered by agreement by the parties of the sale.

I agree to comply with the Terms and Conditions of the Auction as by the Auctioneer such being part of this Memorandum of Sale.

Time is of the essence of this Agreement.

SOLD FOR

AUCTIONEER

DEPOSIT

PURCHASER

BALANCE

ADDRESS

WITNESS

CITY/TOWN STATE

TELEPHONE NUMBER

MORTGAGEE

TERMS & CONDITIONS OF THE AUCTION

This auction is for the property known as 162 Union Street, Westfield, Massachusetts

Verbal descriptions by the Mortgagee, the Auctioneer or anyone connected with this sale shall not invalidate nor become part of this sale, as the Purchaser, by bidding here today acknowledges that he/she has examined these premises to his/her satisfaction and accepts all known and unknown defects.

The Mortgagee and all parties for whom the Auctioneer may be acting shall not be liable for any reason whatsoever as to the accuracy of description of the listed premises, the bounds, area involved, building and or buildings, taxes and encumbrances of every name and nature.

The Purchaser shall deposit the required deposit with the Auctioneer. Failure on the part of the Purchaser to execute a Memorandum of Sale after the premises are sold to him/her or failure on the part of the Purchaser to perform within the specified time, as stated here today, will result in a forfeiture of deposits as liquidated damages and not as a penalty for not completing this sale.

The Purchaser is buying subject to "GUARANTEED PERFORMANCE" of the amount bid and entered on the Memorandum of Sale. Guaranteed performance is understood to mean that in the event of default, by Purchaser, necessitating a resale at public auction for any lesser amount, Purchaser will pay the difference between his/her bid and that of the resale bid, if any, and further agrees to pay all costs of collecting said deficiency, if such is needed, to include reasonable attorneys fees, court costs and witness fees. The Purchaser shall have no claim to any excess that may be created by a resale.

In the event that the Purchaser at the foreclosure sale shall default in the purchase of the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the penultimate bidder provided that the penultimate bidder shall deposit with Mortgagee's attorneys, Bacon & Wilson, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said penultimate bidder within twenty (20) days of said written notice.

The owners of the premises, the Auctioneers and all parties for whom the Auctioneer may be acting, shall not be liable to any/all persons while you are in, on or about the premises. ALL PERSONS ARE UPON THESE PREMISES AT THEIR OWN RISK.

Where a deposit has been made, only the refund of such deposit will be made to the Purchaser and this shall be Purchaser's sole remedy at law or in equity if (1) this parcel cannot be delivered in accordance with the terms as specified; or, (2) the foreclosure is rendered void or voidable due to a defect including, but not limited to, inadequate notice to lienholders, inadequate publication or defective judgment. The Purchaser agrees to accept as full settlement the refund of such deposit and to create no liability against the Mortgagee, the Auctioneer and all parties involved in this sale.

The Auctioneer reserves the following:

- (1) the right to re-offer the listed parcel, opening at the last bid, in the event two or more bidders claim to be the successful Bidder.
- (2) the right to bid for and on behalf of any Purchaser and the Mortgagee.
- (3) the right to accept or reject any and all bids.

No personal property within, on or about the listed premises is included in this sale unless specifically listed in an attached sheet as an addendum.

The Purchaser shall take the property subject to all real estate taxes, water and sewer charges, utility obligations, assessments and liens or claims in the nature of liens up to the time of the recording of the foreclosure deed.

The Purchaser shall pay all costs of recording and required documentary stamps. In addition, the Purchaser shall be responsible for any attorney's fees and costs relative to title examination, document preparation and closing as well as any real estate broker's commissions which may be due, if any.

The title to the premises shall be that which was conveyed by the mortgage deed to the mortgagee and the purchaser shall take title to the premises by the usual foreclosure deed without covenants.

The premises are being sold "AS IS" and without representation or warranty of their condition, construction, fitness for habitation or whether they conform to applicable federal, state or local building and sanitary codes.

Purchaser acknowledges that the Premises are being sold in an "AS IS" and "WHERE IS" condition, without any representation or warranty whether express, implied, or imposed by law. Without limiting the foregoing total exclusion of representations and warranties, the sale is made without any representations or warranties as to the title, or as to the validity, enforceability, or perfection of MORTGAGEE'S right or interest. Purchaser also

acknowledges that Purchaser has not been influenced to enter into this transaction nor has it relied upon any warranties or representations of any kind, whether express or implied, including, without limitation, warranties as to merchantability of fitness for any particular purpose. In addition, Purchaser acknowledges that Purchaser shall be obligated to obtain all necessary certificates, permits or approvals in connection with the sale, construction, development, use or occupancy of the Premises.

The premises are being sold subject to the rights of all existing tenants, occupants, and others claiming possession, if any. No representation is made by the mortgage holder as to whether the present tenancies are subject to rent control, or what, if any, the monthly income rental income is from such tenancies.

The premises are also being sold subject to Notice of Litigation dated and recorded in the Hampden County of Registry of Deeds at Book 15354, Page 152.

The Purchaser, if needed, will be responsible for installation of fire and smoke detector devices in compliance with Massachusetts General Laws.

The Purchaser will be required to sign a notification certification that he/she has been properly advised as to the fact that the structure being sold, if built prior to January 1, 1978, may have lead paint contamination. The Purchaser will be responsible for compliance with Massachusetts lead paint laws and regulations. In addition, the mortgagee makes no representation of the premises contains asbestos, radon or any other contaminant. Purchaser shall take the premises AS-IS.

Copies of the Memorandum of Sale and any certificates as announced are available for inspection.

The acceptance of the foreclosure deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of the mortgagee.

The Auctioneer requests that all qualified bidders, please remain on the premises even after the parcel is declared as sold, as the auction proceedings are not complete until the deposit as stipulated in the newspaper advertisement has been accepted by the Auctioneer, the Attorney and/or the Parties in Interest and the Memorandum of Sale has been signed.

ACCEPTANCE OF TERMS - ALL BIDDERS, BY BIDDING AT THIS AUCTION SALE SHALL BE DEEMED TO HAVE READ, HEARD AND UNDERSTOOD ALL THE AFOREMENTIONED TERMS AND CONDITIONS OF THIS AUCTION AND BY BIDDING, AGREE TO ABIDE BY SUCH RULES, REGULATIONS, TERMS AND CONDITIONS.

PURCHASER

State Tax Form 290
Certificate: 37
Issuance Date: 08/12/2010

MUNICIPAL LIEN CERTIFICATE
CITY OF WESTFIELD
COMMONWEALTH OF MASSACHUSETTS

Requested by BACON & WILSON, 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 received on 08/11/2010 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 042R000700000

162 UNION ST

BERKSHIRE MATERIAL CORPORATION
162 UNION ST
WESTFIELD MA 01085

Land area : 37.96 AC
Land Value : 231,400
Impr Value : 183,700
Land Use : 0
Exemptions : 0
Taxable Value: 415,100

Deed date: 11/14/2006 Book/Page: 16322/0342
Class: 3160-WAREHOUSE

FISCAL YEAR	2011	2010	2009
DESCRIPTION	(PRELIMINARY - 2 QTRS.)		
COMMUNITY PRESERVATION ACT	\$0.00	\$118.72	\$116.79
COMMERCIAL REAL ESTATE TAX	\$5,935.93	\$11,871.86	\$11,679.03
COMM INTEREST WATER LIEN	\$0.00	\$0.00	\$10.50
WATER LIEN	\$0.00	\$0.00	\$104.99
TOTAL BILLED:	\$5,935.93	\$11,990.58	\$11,911.31
Charges/Fees	\$0.00	\$5.00	\$5.00
Abatements/Exemptions	\$0.00	\$0.00	\$0.00
Payments/Credits	\$0.00	\$0.00	\$0.00
Interest to 08/12/2010	\$11.38	\$1,081.41	\$2,735.77
TOTAL BALANCE DUE TO 08/12/10:	\$2,979.35	\$13,076.99	\$14,652.08

NOTE: Actual 2011 taxes not yet issued.

TOTAL INTEREST PER DIEM: \$24.5000

OTHER UNPAID BALANCES:
Tax Title 2006-2008 \$35,580.27


2010 UTILITY BILLING \$138.69

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

GAS & ELECTRIC: \$1,261.60 DUE NOT A FINAL BILL
(Payable to Westfield Gas & Electric, 100 Elm Street, Westfield, MA)

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

Dated: September 8, 2010

Requested by Laurie at Bacon & Wilson
 Tel. # 781-0660 ext. 570
 Fax. # 739-7740

To: Laurie
 From: Greg Kalifa
 Tel. 413-572-6231

ASSESSED OWNER: Berkshire Material Corporation
 PROPERTY LOCATION: 162 Union Street
 MAP & PARCEL: 042R-0007-00000

DESCRIPTION	TAX	TAX	TAX	REAL	REAL	NOTE: ONLY THROUGH THE 1st PRELIMINARY REAL ESTATE TAX BILLING FOR FY11	OUTSTANDING TAX TITLE & REAL ESTATE TAXES AS OF 9/17/10
	TITLE FY06	TITLE FY07	TITLE FY08	ESTATE FY09	ESTATE FY10		
REAL ESTATE TAX & LIENS INTEREST TO 9/17/10	\$1,963.58	\$14,806.60	\$15,608.42	\$11,911.31	\$11,990.58	\$2,967.97	\$59,248.46
CHARGES & FEES	\$147.18	\$2,889.33	\$602.10	\$2,900.24	\$1,246.98	\$62.37	\$7,837.20
REDEMPTION CERTIFICATE				\$5.00	\$5.00		\$10.00
LAND COURT FEE	\$75.00						\$75.00
							\$0.00
S/T DUE AS OF 9/17/10	\$2,185.76	\$17,694.93	\$16,210.52	\$14,816.55	\$13,242.56	\$3,020.34	\$67,170.66
						Through the 1st preliminary FY11 tax bill.	
<u>ADD: Outstanding Quarterly Water and Sewer charges listed below</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$138.69	\$0.00	\$138.69
<u>ADD: Outstanding Personal Property taxes listed below</u>	\$0.00	\$1,098.13	\$5,322.16	\$4,950.87	\$2,530.25	\$582.09	\$14,483.50
TOTAL DUE AS OF: 9/17/10							\$81,792.85

NOTES:

- 1) THE INFORMATION PROVIDED ABOVE DOES NOT REPLACE A REQUEST OR THE CONTENT OF A MUNICIPAL LIEN CERTIFICATE.
- 2) THIS SUMMARY **EXCLUDES** THE GAS & ELECTRIC CHARGES. PLEASE CONTACT THE GAS & ELECTRIC DEPARTMENT AT (413) 572-0100 FOR ALL OUTSTANDING GAS & ELECTRIC CHARGES.
- 3) PLEASE CONTACT THE WATER DEPARTMENT AT (413) 572-6269 FOR INFORMATION CONCERNING THE CURRENT METER READING AND USAGE.
- 4) INTEREST IS CALCULATED TO SEPTEMBER 17, 2010.
- 5) THE TAX TITLE AND REAL ESTATE TAX INTERST PER DIEM IS: **\$24.50**
- 6) THE PERSONAL PROPERTY TAX INTEREST PER DIEM IS: **\$4.39**