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BIDDER'S INFORMATIONAL PACKAGE

LOT 5, TEKOA RIDGE ROAD MONTGOMERY, MASSACHUSETTS

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THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATIONAL PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE OWNER, 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.

DECLARATION OF PROTECTIVE COVENANTS

TEKOA RIDGE

MONTGOMERY, MASSACHUSETTS

The undersigned KEVIN M. WALKOWSKI, AS TRUSTEE OF PITCHER STREET TRUST (the "Developer"), a Massachusetts trust under declaration of trust dated July 12, 2004 and recorded in the Hampden County Registry of Deeds in Book 14339, Page 223, as amended, with a usual address of 55 Gregory Lane, West Springfield, Massachusetts, with a usual address of 55 Gregory Lane, West Springfield, Massachusetts, owner under a deed dated July 19, 2004 and recorded as aforesaid in Book 14343, Page 242 of seven (7) building lots on Pitcher Street in Montgomery, Massachusetts commonly known as "Tekoa Ridge," the seven (7) building lots being more particularly bounded and described as Lots 1 through 7 (each hereinafter referred to as a "Lot," or collectively as the "Lots") on a plan dated May 4, 2004 and prepared by Foresight Land Services, Division of Brown Associates, Inc., entitled, "Plan of Land Prepared for Kevin M. Walkowski, Pitcher Street, Montgomery, MA," recorded as aforesaid on May 14, 2004 in Plan Book 332, Page 112 (the "Plan"), hereby modifies and amends the Declaration of Restrictive Covenants dated October 10, 2008 and recorded as aforesaid in Book 17504, Page 428 (the "Prior Declaration"), pursuant to paragraph 16 of the Prior Declaration, by deleting the Prior Declaration in its entirety, and by substituting therefor this Declaration of Protective Covenants.

It is the express intention of the Developer that the following protective covenants shall run with the land, and shall be binding on and inure to the benefit of the Developer and a grantee of any Lot conveyed by the Developer to the grantee, and their heirs, executors, administrators, grantee's, successors and assigns. By taking title to a Lot, the grantee of the Lot, and the grantee's heirs, executors, administrators, grantee's, successors and assigns, intend, acknowledge and agree that the following protective covenants shall run with the land, and shall be binding on and inure to the benefit of the grantee and the grantee's heirs, executors, administrators, grantee's, successors and assigns, even if this Declaration of Protective Covenants is not referenced in any deed or legal description for the Lot.

1. No dwelling shall be constructed on any Lot, other than a private dwelling arranged for the occupancy of not more than one (1) family, and consisting of: (a) at least two thousand (2000) square feet of interior living space, exclusive of any garage, breezeway, deck, porch, patio, overhang, basement or cellar, for a one (1) level dwelling; or (b) at least two thousand five hundred (2,500) square feet of interior living space, exclusive of any garage, breezeway, deck, porch, patio, overhang, basement or cellar, for a one and one-half (1 ½) to two (2) level dwelling. The Developer, in its reasonable discretion, may grant exceptions to the dwelling square-footage requirements set forth in this paragraph in the event of exceptional architectural and/or landscaping plans that enhance the value of the dwelling to be constructed on the Lot and/or the value of dwellings on other Lots.

Lots 1-7, Pitcher Street, Montgomery, MA
Marginal Reference: Book 17504, Page 428

2. An attached garage for at least two (2) automobiles, but not more than three (3) automobiles, used in connection with a dwelling shall be constructed and maintained on each Lot, but no Lot, dwelling or garage may be used, in whole or part, for business, commercial or industrial purposes or activities. All garage doors intended or used for automobile entry and egress shall be located on the southerly or southeasterly side of a dwelling so that the garage doors are not visible from Pitcher Street as one travels southerly or southeasterly on Pitcher Street from Lot 1 toward Lots 2 through 7. The Developer, in its reasonable discretion, may grant exceptions to the garage-door location requirement set forth in this paragraph in the event that the Lot's topography and terrain contours at the approved location of the attached garage materially hampers the location of garage doors on the southerly or southeasterly side of a dwelling.

3. No erection, construction, placement or maintenance of any dwelling, attached garage, approved outbuilding or other improvement (collectively, "Improvement" or "Improvements"), and no excavation work, utility work, planting, landscaping or other site work (collectively, "Site Work"), may be commenced on any Lot without the prior written approval of the Developer. Plans and specifications for each Improvement to be constructed on a Lot, and a site plan showing the location of each Improvement on the Lot, shall be submitted to the Developer, and shall be subject to the Developer's reasonable prior written approval.

4. The exterior of any approved Improvement erected, constructed or placed on a Lot, and the final grading of any grounds disturbed in connection with the erection, construction or placement of the approved Improvement or Site Work, shall be completed within one (1) year of commencement date of erection, construction or placement. A certificate of occupancy for an approved Improvement must be obtained within one and one-half (1 ½) years after issuance of the building permit for the approved Improvement. Final landscaping associated with an approved Improvement must be completed within six (6) months after issuance of a certificate of occupancy for an approved Improvement.

5. The Developer in its reasonable discretion may allow approved outbuildings. Before an approved outbuilding may be erected, constructed, placed or maintained on a Lot, prior written request must be made to the Developer in accordance with and subject to the provisions and approval process applicable to Improvements set forth in paragraph 3 above. No approved outbuilding on a Lot, or any other structure erected, constructed, placed or maintained on a Lot, may be used at any time as a temporary or permanent dwelling or residence.

6. No temporary or permanent exterior clothesline may be erected, constructed, placed or maintained on a Lot or attached to the exterior of any Improvement on a Lot. No temporary or permanent above-ground pool or similar structure may be erected, constructed, placed or maintained on a Lot.

7. No temporary or permanent exterior wood-burning, coal-burning, oil-burning or fossil-fuel-burning boiler, furnace, incinerator, heater, heating appliance or hot-water appliance, may be erected, constructed, placed or maintained on a Lot.

8. No temporary or permanent satellite dish shall exceed three (3) feet in diameter or, if not round, three (3) feet in measurement in any dimension.
9. No fence, wall, hedge, bush, tree or plant, and no obstruction of any kind, except for approved Improvements, may be erected, constructed, placed or maintained that impact or impair, or may eventually impact or impair, the views of other Lot owners.
10. No noxious or offensive trade or activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood or to other Lot owners. No Lot shall be used, in whole or part, for exterior storage purposes.
11. No commercial vehicle, unregistered vehicle, camper, trailer, mobile home, recreational vehicle, boat or any truck larger than a three-quarter ($\frac{3}{4}$) ton truck shall be stored on a Lot unless it is stored completely within a dwelling, attached garage or approved outbuilding.
12. No Lot shall be used or maintained temporarily or permanently as a dumping ground, or storage or disposal facility, for rubbish, trash, debris, garbage or other waste, and all rubbish, trash, debris, garbage or other waste shall not be kept except in sanitary containers. All containers and equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All household rubbish, trash, debris, garbage and other waste containers shall be screened from open view in order to ensure that the views of neighbors or other Lot owners are not impacted or impaired.
13. No livestock, animals, birds or poultry shall be raised, bred, stored or located on a Lot except as pets, and not for business, farming or commercial purposes. Pet dogs and cats shall be household pets that are housed ordinarily and overnight in the dwelling on a Lot. Horses shall be housed only in an approved outbuilding.
14. No existing fieldstone wall, rock wall, boulder or natural rock formation that lies on a Lot boundary line, or crosses a Lot boundary line at any point or points onto an adjacent Lot or Lots, shall be removed, reconstructed or altered in any manner whatsoever, in whole or part, without the prior written agreement of all of the Lot owners on which the fieldstone wall, rock wall, boulder or natural rock formation lies. Notwithstanding the foregoing, a Lot owner may maintain and defoliate the fieldstone wall, rock wall, boulder or natural rock formation in order to enhance its appearance.
15. No sign of any kind shall be displayed to public view on a Lot, except for a professional sign of not more than seven (7) square feet in area advertising a Lot for sale.
16. The record owner of a Lot shall be responsible to the Developer for any damage to roadways, roadways drains, basins and pipes, culverts, berms, fieldstone walls, retention walls, boundary pins, perc-test markers, pipes, cables, electric lines, telephone lines and other infrastructure of the seven (7) Lot development for the same amount assessed or claimed against the Developer by the third party suffering the damage. Such

amount shall be invoiced by the Developer to the violating Lot owner of record, and the invoice shall be paid to the Developer within thirty (30) days of receipt. If the invoice is not paid by the date due, interest thereon shall accrue at twelve percent (12.0%) per annum, and any and all collection costs, including without limitation reasonable attorneys' fees incurred by the Developer, shall be paid by the violating Lot owner of record.

17. The Developer, prior to the conveyance of all seven (7) of the Lots, shall have the sole and exclusive right to redraw the boundaries of any Lot or Lots still owned by the Developer or its affiliates. The Developer, prior to the conveyance of all seven (7) of the Lots, shall have the sole and exclusive right to grant an easement, license or profit in connection with any Lot or Lots, or portion thereof, still owned by the Developer or its affiliates. On and after the sale of all seven (7) of the Lots, no subdivision or redrawing of the boundaries ever shall be made of any Lot, and no Lot or portion thereof shall be granted as an easement, license or profit.

18. The Developer, prior to the conveyance of any Lot, shall have the sole and exclusive right to modify or amend this Declaration of Protective Covenants by recording a written instrument in the Hampden County Registry of Deeds.

19. The Developer, after the conveyance of any Lot or Lots, shall have the right to modify or amend this Declaration of Protective Covenants by recording a written instrument in the Hampden County Registry of Deeds, but only if a majority of the grantees of the Lot or Lots previously conveyed by the Developer (the "Prior Grantee(s)") agree in writing, and a written instrument signed by a majority of the Prior Grantee(s) evincing such agreement (the "Notice of Assent") also is recorded in Hampden County Registry of Deeds. For purposes of determining a majority of Prior Grantee(s) in accordance with the immediately preceding sentence, each Lot previously conveyed by the Developer shall constitute a Prior Grantee, each Lot therefore shall have one (1) vote approving or disapproving a proposed modification or amendment of this Declaration of Protective Covenants and all of the holders of legal, equitable and beneficial title for each Lot approving a proposed modification or amendment of this Declaration of Protective Covenants must sign the Notice of Assent. On delivery by certified mail, return receipt requested, of a true and correct copy of any such recorded written instrument to the Prior Grantee(s), such modification or amendment shall be binding on and inure to the benefit of the Prior Grantee(s) and the Prior Grantee(s)'s heirs, executors, administrators, grantee's, successors and assigns.

20. The protective covenants set forth above shall be enforceable only by the Developer and the Prior Grantee(s), and their heirs, executors, administrators, grantee's, successors and assigns. The protective covenants set forth above may be enforced against any individual or entity for violation of the protective covenants by proceedings at law to recover damages, or against any individual or entity for any threatened or attempted violation of the protective covenants by proceedings in equity to restrain or remedy the threatened or attempted violation. In the event that an enforcing party prevails by entry of a final judgment, order or decree of a court of competent discretion,

the costs and expenses of the enforcing party, including without limitation reasonable attorneys' fees, shall be awarded as additional damages.

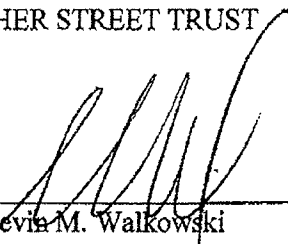
21. Invalidation of any one of the protective covenants set fort above, or any part thereof, by a entry of a final judgment, order or decree of a court of competent jurisdiction shall in no way affect, qualify or invalidate any of the other protective covenants or other provisions set forth in this Declaration of Protective Covenants, which shall remain in full force and effect.

22. Any action arising under or relating to this Declaration of Protective Covenants, to the Developer, to a Lot or to the purchase and sale of a Lot shall be brought and maintained only in Hampden County Superior Court or United States District Court located in Springfield, Massachusetts, and the Developer, any Prior Grantee, and their heirs, executors, administrators, grantee's, successors and assigns, hereby acknowledge and agree that: venue is proper and convenient only such courts; and the laws of the Commonwealth of Massachusetts shall apply to any such action, without regard to choice of law or conflict of law principles. This Declaration of Protective Covenants shall be construed under, governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law or choice of law principles.

EXECUTED as a sealed Massachusetts instrument on this 26th day of March, 2009.

PITCHER STREET TRUST


Witness Patricia A. Daffy

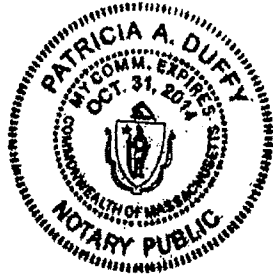
By: 
Kevin M. Walkowski
As Trustee
And Not Individually


COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

March 24, 2009

On this day, before me, the undersigned notary public, personally appeared Kevin M. Walkowski, As Trustee of Pitcher Street Trust, proved to me through satisfactory evidence of identification to be the person whose name is signed hereinabove in my presence, and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose, and with authority on behalf of Pitcher Street Trust.





Notary Public Patricia A. Duffy
My commission expires: 10/31/14

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

DECLARATION OF TRUST
ESTABLISHING
FIVE TEKOA RIDGE TRUST

The undersigned settlor, CRAIG J. WALKOWSKI, of 55 Gregory Lane, West Springfield, Hampden County, Massachusetts, hereby declares that any and all property and interest in property that may be acquired hereunder (the "Trust Estate") shall be held in trust for the sole benefit of the Beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustees" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustees shall be exercised by such person or persons subject to the provisions hereof. This Trust may be referred to as "FIVE TEKOA RIDGE TRUST," with a usual address of 55 GREGORY LANE, WEST SPRINGFIELD, MASSACHUSETTS 01089, and is intended to be a nominee trust, so-called, for federal and state income tax purposes. The initial, sole Trustee of the Trust shall be KEVIN M. WALKOWSKI, of Easthampton, Hampshire County, Massachusetts.

1. The term "Beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustees or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustees. The Trustees shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustees of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustees. Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he were not a Trustee.
2. The Trustees shall hold the principal of the Trust Estate and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries, and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests at least annually.
3. The Trustees shall have no power to deal in or with the Trust Estate except as directed by the Beneficiaries. When, as, if and to the extent specifically directed by the Beneficiaries, the Trustees shall have full power and authority, which they shall exercise, to buy, deal in and manage real estate, improved and unimproved, to sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate (including without limitation the full power and authority to delegate to any person or persons acting singly or together with others and whether or not serving as a Trustee hereunder) full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable (including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note bill, draft or other instrument made, drawn or endorsed in the name of the Trust) and as lessor or as lessee to execute and deliver leases, and subleases, and to borrow money and to execute and deliver notes or other evidence of such borrowing and to grant or

acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate but the Trustees shall have no authority to maintain bank accounts in the name of the Trust or Trustees but they may maintain bank accounts in the name of the Beneficiaries. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time including periods extending beyond the date of any possible termination of the trust; and the execution of all contracts, conveyances, transfers and all other instruments relating to the Trust Estate, or any part thereof, by one (1) Trustee within ninety (90) days after he or she becomes the sole Trustee shall always be sufficient. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of paragraph 6 hereof.

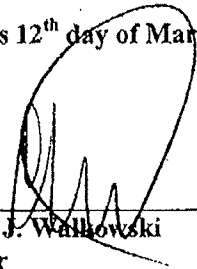
4. The Trust may be terminated at any time by the holder or holders of that percentage of the beneficial interests herein specified below by notice in writing to the Trustees and other Beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by any Trustee hereunder shall be recorded in the Registry of Deeds and the Trust shall terminate in any event twenty (20) years after the death of the survivor of the original Trustees above named. In case of any such termination, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries in proportion to their respective interests hereunder. The percentage of the beneficial interests required to terminate the Trust shall not be less than fifty-one percent (51.00%).
5. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded in the Registry of Deeds. Trustees to fill a vacancy caused by resignation or death may be appointed by an instrument or instruments in writing signed by the Beneficiary, or a majority of the Beneficiaries, as the case may be, whose interest or interests therein was or were represented by such Trustee who resigned or died as shown in the then applicable Schedule of Beneficial Interests provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed, and the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the appointment of any succeeding Trustee, the title of the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as the original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the holder or holders of that percentage of the beneficial interests herein specified below and acknowledged by one or more of such Trustees or Beneficiaries, provided in each case that the instrument of amendment or certificate by any Trustee setting forth the terms of such amendment shall be recorded in the Registry of Deeds. The percentage of the beneficial interests required to amend the Trust shall be not less than fifty-one percent (51.00%).

6. No Trustee hereunder shall be personally liable for any error of judgement or for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust or breach of fiduciary duty causing legally cognizable injury to the Beneficiaries. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage or other instrument or document executed or action taken by the Trustees or a majority of the persons appearing of record to be Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the Trustee's execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who is or are the Trustee or Trustees of the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to the affairs of the Trust.
7. No Trustee or Beneficiary shall be personally liable to any person or entity for any act or omission of the Trustees or for any matter concerning the Trustees, the Trust or the Trust Estate. The recovery of any person or entity negotiating, transacting or otherwise dealing with any Beneficiary, the Trustees, the Trust and/or the Trust Estate, or making, bringing or threatening any demand, claim or action against any Beneficiary, the Trustees, the Trust and/or the Trust Estate, is limited to the Trust Estate.
8. No beneficial interest, principal or the income of the Trust or the Trust Estate herein established shall be sold, assigned, transferred, pledged, anticipated, hypothecated or encumbered by any Beneficiary, in whole or part, nor be, in any manner (including without limitation by garnishment, replevin, attachment, trustee process or judicial lien or order), liable, while in the possession of the Trustees, for any debt, contract, liability or obligation, nor for any demand or claim, voluntarily or involuntarily created, either legal or equitable, brought or threatened against any Beneficiary, including claims for alimony or support of any spouse or child of such Beneficiary.
9. The term "Registry of Deeds" shall mean the Registry specified below, provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office. As used herein the "Registry of Deeds" is the Hampden County Registry of Deeds.

EXECUTED as a sealed Massachusetts instrument on this 12th day of March, 2010.



Witness




Craig J. Walkowski
Settlor

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

April 12, 2010

On this day, before me, the undersigned notary public, personally appeared Craig J. Walkowski, who proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed hereinabove or on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



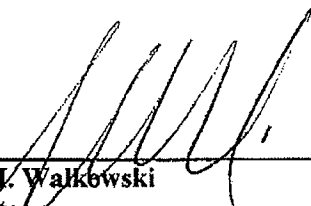
Print Name: Jerry B. Plumb
Notary Public
My commission expires: 2/2/12

ACCEPTANCE OF APPOINTMENT AS TRUSTEE

I, Kevin M. Walkowski, hereby accept the position as Trustee of Five Tekoa Ridge Trust on this 12th day of April, 2010.



Witness



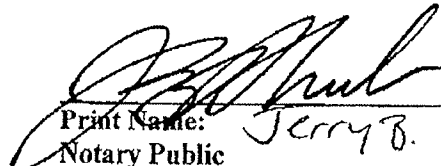
Kevin M. Walkowski
As Trustee
And Not Individually

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

April 12, 2010

On this day, before me, the undersigned notary public, personally appeared Kevin M. Walkowski, As Trustee of Five Tekoa Ridge Trust, who proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed hereinabove or on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Print Name: Jerry B. Plumb.
Notary Public
My commission expires: 2/2/12

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
WESTFIELD SATELLITE OFFICE

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS that I, KEVIN M. WALKOWSKI (the "Trustee"), AS TRUSTEE OF PITCHER STREET TRUST, a Massachusetts trust under declaration of trust dated July 12, 2004 and recorded in the Hampden County Registry of Deeds in Book 14339, Page 223, as amended (the "Trust"), with a usual of 55 Gregory Lane, West Springfield, Massachusetts, in full consideration paid of LESS THAN ONE HUNDRED AND 00/100 DOLLARS (\$100.00), hereby grant to KEVIN M. WALKOWSKI, AS TRUSTEE OF FIVE TEKOA RIDGE TRUST,* with a usual of 55 Gregory Lane, West Springfield, Massachusetts, the land, together with any improvements thereon, situated in Montgomery, Massachusetts, as more particularly bounded and described as follows:

Lot 5 as shown in a plan dated May 4, 2004 and prepared by Foresight Land Services, Division of Brown Associates, Inc., entitled, "Plan of Land Prepared for Kevin M. Walkowski, Pitcher Street, Montgomery, MA," and recorded in the Hampden County Registry of Deeds on May 14, 2004 in Plan Book 332, Page 112 (the "Plan").

Subject to public way and drainage easements as bounded and described in the Plan.

Subject to a declaration of protective covenants dated March 26, 2009 and recorded as aforesaid in Book 17710, Page 47.

Subject to a mortgage and security agreement dated September 15, 2009 and recorded as aforesaid in Book 18200, Page 353.

Being a portion of the premises conveyed to the grantor herein by deed dated July 19, 2004 and recorded as aforesaid in Book 14343, Page 242.

Being the premises more commonly known as 231 Pitcher Street or 5 Tekoa Ridge, Montgomery, Massachusetts.

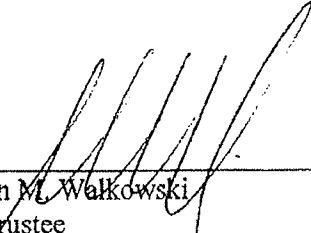
The undersigned Trustee of the Trust hereby certifies as follows: (1) The Trustee is the sole Trustee of the Trust; (2) By instrument in writing signed by all of the holders of beneficial interests in the Trust, the Trust has been duly authorized and directed (a) to execute, seal and deliver this Trustee's Deed and (b) to execute such other agreements, amendments, modifications, instruments and documents as the Trustee deems necessary in order to effectuate the conveyance of the premises described in this Trustee's Deed for the consideration specified herein; and (3) None of holders of any beneficial interest in the Trust is deceased, or a minor, or a corporation selling all or substantially all of its assets, or a person under any legal disability or a party to any bankruptcy or other insolvency proceeding.

* See Declaration of Trust recorded herewith,

EXECUTED as a sealed Massachusetts instrument on this 12th day of April, 2010.

PITCHER STREET TRUST


Witness

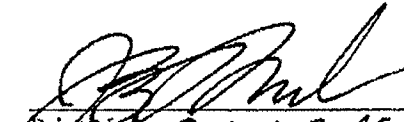
By: 
Kevin M. Walkowski
As Trustee
And Not Individually

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

April 12, 2010

On this day, before me, the undersigned notary public, personally appeared Kevin M. Walkowski, As Trustee of Pitcher Street Trust, who proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed hereinabove or on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and with authority on behalf of Pitcher Street Trust.


Print Name: Jerry B. Plumb
Notary Public
My commission expires: 2/2/12

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
WESTFIELD SATELLITE OFFICE