

MEMORANDUM OF SALE

FOR VALUABLE CONSIDERATION PAID, the mutual receipt of which is hereby acknowledged, WB REAL ESTATE HOLDINGS, LLC, a Massachusetts limited liability company having a principal place of business at 141 Elm Street, Westfield, Massachusetts ("Seller"), and _____ of _____ ("Buyer") hereby agree and covenant as follows:

FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS received by Seller, as an initial deposit from Buyer as earnest money to be applied to the purchase price of real estate located at **126 Industrial Drive, East Longmeadow, Massachusetts** ("Premises"), sold this day, subject to and with the benefit of all restrictions, easements and improvements.

The Buyer understands that the Seller disclaims knowledge as to the physical condition or use of the Premises or the compliance of the Premises with the provisions of any Federal, state or local rule, regulation, statute or ordinance, including, without limitation, Title V; and the Seller makes no representations or warranties expressed or implied of any type, kind, character or nature whatsoever relating to the Premises, including as to condition, use, zoning or environmental matters; and the Buyer agrees to accept the Premises in its "AS IS" condition. Environmental site assessment is the responsibility of the Buyer.

In the event the Premises contains 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 shall be responsible for compliance with all applicable environmental laws, including, without limitation, the Massachusetts Oil and Hazardous Material 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 the Seller 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.

The Buyer agrees to pay, within twenty-four (24) hours of the auction, an additional sum (“additional deposit”), also in cash or by certified check, in an amount such that the aggregate deposits, including the initial deposit, totals ten percent (10%) of the purchase price, and agrees to pay the balance of the purchase price in cash or by certified check within twenty (20) days of the date of sale (the “Closing”) at the offices of Doherty, Wallace, Pillsbury and Murphy, 1414 Main Street, Springfield, Massachusetts. If said additional deposit is not timely paid or if the balance of the purchase price is not paid within twenty (20) days, as herein required, the full earnest

money deposit shall be forfeited to and retained by Seller as liquidated damages and not as a penalty.

Buyer also agrees to pay at Closing to the auctioneer (Capital Recovery Group), a Buyer's premium in an amount equal to six percent (6%) of the total purchase price.

The Premises shall be conveyed by Quitclaim Deed, a copy of which is annexed hereto.

In the event that the Buyer shall default in purchasing the Premises according to the terms of this Memorandum of Sale, the Seller reserves the right to sell the Premises to the next highest qualified bidders provided that the next highest qualified bidders shall deposit with the Seller, the amount of the required deposit as set forth herein within three (3) business days after receiving written notice of default of the Buyer and title shall be conveyed to said next highest qualified bidders within twenty (20) days of said written notice.

If at the time for Closing, the Seller is unable to convey title in accordance with the terms hereof, this Agreement shall terminate, the Seller shall return the deposit to the Buyer, and the Seller and the Buyer shall have no further obligations to one another under this Agreement. However, the Buyer shall have the right, by written notice to the Seller at Closing, to elect to perform this agreement, accepting such title as the Seller may be able to give for the Premises in its then condition and paying the purchase price without reduction.

Buyer shall pay and be responsible for payment of the excise tax stamps required to be affixed to the Quitclaim Deed by the Law of the Commonwealth of Massachusetts and all recording fees in connection with the transfer of the property.

EXECUTED as and for a Massachusetts sealed instrument this ____ day of _____, 2011.

Witness: _____, BUYER

_____ By _____
Its

NAME: _____

ADDR: _____

TEL: _____

Buyer's Bid/Purchase Price: \$ _____
Buyer's Premium: \$ _____ (6% of purchase price to be paid to Capital Recovery Group)

Initial Deposit: \$ _____
Add'l. Deposit: \$ _____ within 24 hours after auction (combined deposit to total 10% of purchase price)

Balance Due: \$ _____ by 08/__/11 (20 days from auction date)

Witness: _____ WB REAL ESTATE HOLDINGS, LLC,
Seller

_____ By _____
Its

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that WB REAL ESTATE HOLDINGS, LLC, a Massachusetts limited liability company having a principal place of business at 141 Elm Street, Westfield, Massachusetts, FOR CONSIDERATION OF \$ _____, grants, transfers and conveys to _____, a _____ having a principal place of business at _____, with QUITCLAIM COVENANTS,

The land and all buildings and improvements located at **126 Industrial Drive, East Longmeadow, Hampden County, Massachusetts**, more particularly bounded and described on **Exhibit "A"** annexed hereto and made a part hereof.

This conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this ____ day of _____, 2011.

Witness:

WB REAL ESTATE HOLDINGS, LLC

_____ By _____
Its

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared _____ as _____ of WB REAL ESTATE HOLDINGS, LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for and on behalf of WB REAL ESTATE HOLDINGS, LLC, for its stated purpose.

_____ [official signature and seal of notary]

My commission expires: _____

EXHIBIT "A"

The land in East Longmeadow, Hampden County, Massachusetts, on the southerly side of Industrial Drive designated as Lot No. 18 on the plan by D. L. Bean, Inc., Surveyors and Engineers, dated April 8, 1986 and recorded in the Hampden County Registry of Deeds in Book of Plans 236, Page 49. Said Lot No. 18 is more particularly bounded and described as follows:

NORTHERLY: by Industrial Drive, three hundred fifty-seven and 66/100 (357.66) feet;

WESTERLY: by Parcels No. 1 and No. 1A, five hundred eighty-six and 62/200 (586.62) feet;

SOUTHERLY: by Lot No. 19, three hundred seventy-three and 19/100 (373.19) feet; and

EASTERLY: by Parcel No. 11, five hundred ninety-six and 21/100 (596.21) feet.

SUBJECT to Taking by the Town of East Longmeadow for a public way (Industrial Drive) as set forth in instrument dated April 26, 1967 and recorded in the Hampden County Registry of Deeds in Book 3253, Page 172.

SUBJECT to Easement Rights to Massachusetts Electric Company as set forth in instrument dated August 7, 1974 and recorded in the Hampden County Registry of Deeds in Book 4026, Page 199.

SUBJECT to Restrictions as set forth in instruments recorded in the Hampden County Registry of Deeds in Book 3995, Page 5; Book 4218, Page 110; Book 4834, Page 375; and Book 4954, Page 392.

SUBJECT to Taking by the Town of East Longmeadow for highway, travel and drainage purposes of Industrial Drive as set forth in instrument dated November 21, 1982 and recorded in the Hampden County Registry of Deeds in Book 5365, Page 50.

BEING the same premises conveyed to the Grantor herein by Michael Jr. Realty, LLC by deed dated May 2, 2011 and recorded in the Hampden County Registry of Deeds on May 3, 2011 in Book 18757, Page 568.

ALTA COMMITMENT FORM

C A T I C[®]

ALTA COMMITMENT FOR TITLE INSURANCE (6-17-06)

PC 37959

CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the Proposed Insured has or acquired knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the Proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. When the policy issued is on a form having a revision date of 6-17-06 or later, all arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org>.

ALTA COMMITMENT FORM

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SCHEDULE A

PC 37959

Agent Name:
Douglas J. Brunner, Esq.

Agent No.
002921

1. Effective Date: 5/6/2011

2. Policy or Policies to be issued: (Most current ALTA form policy (standard coverage) will be issued unless otherwise specified below).

(a) Owner Policy Other type of policy:
Proposed Policy Amount: \$0.00
Proposed Insured:

(b) Loan Policy Other type of policy:
Proposed Policy Amount: \$To Be Determined
Proposed Insured: To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is fee simple unless the box is checked below:

Leasehold Estate

4. Title to the estate or interest in the land is at the Effective Date vested in:

WB Real Estate Holdings LLC by virtue of a Warranty Deed dated May 2, 2011 and recorded in the Hampden County Registry of Deeds in book 18757, Page 568.

5. The land referred to in this Commitment is described as follows:

126 Industrial Drive, East Longmeadow, Massachusetts 01028.
A copy of the description of said Land is attached hereto.

Countersigned and validated:

By _____
Signature of Issuing Attorney

Douglas Brunner Esq.

Please Print or Type Name of Issuing Attorney

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Property Description

Policy No. PC37959

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- WESTERLY** by Parcels No. 1 and No. 1A, five hundred eighty-six and 62/100 (586.62) feet;
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- EASTERLY** by Parcel No. 11, five hundred ninety-six and 21/100 (596.21) feet.

ALTA COMMITMENT FORM

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**ALTA TITLE INSURANCE COMMITMENT
AGREEMENT TO ISSUE POLICY**

SCHEDULE B - SECTION I - REQUIREMENTS

PC 37959

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

See attached Schedule B - Section I Continuation Sheet for additional Requirements.

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CONTINUATION SHEET

Policy No. PC37959

Schedule B Requirements are continued as follows:

- e. Obtain and record a Municipal Lien Certificate. Real estate taxes to the Town of East Longmeadow must be current.
- f. Obtain and record the following authority documents with respect to WB Real Estate Holdings LLC:
 - 1. Certificate of Legal existence.
 - 2. Certificate of Good Standing Certificate issued 90 days of closing by the Secretary of State of the Commonwealth of Massachusetts, disclosing names of member(s) or manager(s) authorized to act on behalf of the company, and naming person or entity authorized to act with respect to real estate.
 - 3. If any LLC member or manager is a corporation, authority documents are required for said corporation.
- g. Record an Excise Tax Waiver from the Massachusetts Department of Revenue or include in the deed a representation that:
 - 1. sales or transfers by entities that are not classified for the current taxable year as corporations for federal income tax purposes, or
 - 2. sales or transfers in the ordinary course of business, or
 - 3. the conveyance does not constitute the sale or transfer of all or substantially all of the grantor's assets within the Commonwealth of Massachusetts.
- h. Payoff mortgage to Westfield Bank as set forth in instrument dated May 4, 2009 and recorded in the Hampden County Registry of Deeds in Book 17773, Page 564; as affected by Assignment of Lease dated May 4, 2009 and recorded in the Hampden County Registry of Deeds in Book 17774, Page 1.
- i. Record Termination of UCC Financing Statement to release UCC Financing Statement to Westfield Bank as set forth in instrument dated August 1, 2002 and recorded in the Hampden County Registry of Deeds in Book 12477, Page 97; as affected by Continuation Statement dated March 21, 2007 and recorded in the Hampden County Registry of Deeds in Book 16572, Page 144.
- j. Record Termination of UCC Financing Statement to release UCC Financing Statement to Westfield Bank as set forth in instrument dated May 5, 2009 and recorded in the Hampden County Registry of Deeds in Book 17774, Page 9.
- k. Fully executed deed from WB Real Estate Holdings LLC to Buyer to be recorded. NOTE: Buyer and consideration amount have not been determined at this time.
- l. Appropriate commercial documents to be recorded for Buyer.
- m. All documents to be executed properly.

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SCHEDULE B - SECTION II - EXCEPTIONS FROM COVERAGE

PC 37959

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of persons in possession, other than the insured, which are not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortages in area, easements not shown by the Public Records. When the policy issued is on a form having a revision date of 6-17-06, this exception also refers to all those matters described in Covered Risk 2(c).
3. Unrecorded mechanics' liens.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the commitment and until the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this commitment.

Special Exceptions:

1. Real estate taxes, municipal assessments and private association assessments, if any, including liens and assessments, not yet due and payable.
2. If the insured premises is a condominium unit: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the Commonwealth of Massachusetts or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

See attached Schedule B - Section II Continuation Sheet for additional Exceptions from Coverage

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CONTINUATION SHEET

Policy No. PC37959

Schedule B Exceptions are continued as follows:

3. Subject to Mortgage to Westfield Bank as set forth in instrument dated May 4, 2009 and recorded in the Hampden County Registry of Deeds in Book 17773, Page 564; as affected by Assignment of Lease dated May 4, 2009 and recorded in the Hampden County Registry of Deeds in Book 17774, Page 1. Note: See copy of mortgage for terms.
4. Subject to UCC Financing Statement to Westfield Bank as set forth in instrument dated August 1, 2002 and recorded in the Hampden County Registry of Deeds in Book 12477, Page 97; as affected by Continuation Statement dated March 21, 2007 and recorded in the Hampden County Registry of Deeds in Book 16572, Page 144.
5. Subject to UCC Financing Statement to Westfield Bank as set forth in instrument dated May 5, 2009 and recorded in the Hampden County Registry of Deeds in Book 17774, Page 9.
6. Subject to Taking by the Town of East Longmeadow for a public way (Industrial Drive) as set forth in instrument dated April 26, 1967 and recorded in the Hampden County Registry of Deeds in Book 3253, Page 172.
7. Subject to Easement Rights to Massachusetts Electric Company as set forth in instrument dated August 7, 1974 and recorded in the Hampden County Registry of Deeds in Book 4026, Page 199.
8. Subject to Restrictions as set forth in instruments recorded in the Hampden County Registry of Deeds in Book 3995, Page 5; Book 4218, Page 110; Book 4834, Page 375; and Book 4954, Page 392.
9. Subject to Taking by the Town of East Longmeadow for highway, travel and drainage purposes of Industrial Drive as set forth in instrument dated November 21, 1982 and recorded in the Hampden County Registry of Deeds in Book 5365, Page 50.