

NOTIFICATION OF DISPOSITION OF COLLATERAL

FROM: Northern Bank & Trust Company
275 Mishawam Road
Woburn, MA 01801

PLEASE TAKE NOTICE that, pursuant to that certain Commercial Equity Pledge Agreement, dated January 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement") by and among Demos Kouvaris (the "Debtor") and Northern Bank & Trust Company (the "Secured Party"), the Debtor granted to the Secured Party a continuing security interest in and lien on any and all of the Debtor's right, title and interest in and to Debtor's stock and equity interests in HealthFleet, Inc., a Delaware Corporation (the "Collateral").

PLEASE TAKE FURTHER NOTICE that pursuant to Chapter 106, Section 9-613 of the Massachusetts Uniform Commercial Code and the Pledge Agreement, the Secured Party will sell at public auction all of the Collateral as follows:

Day and Date: Thursday, May 8, 2025

Time: 10:00 a.m. ET

Place: Bidding Conducted via Zoom.com

Collateral: All of Debtor's stock and equity interests in and to HealthFleet, Inc.

PLEASE TAKE FURTHER NOTICE that subject to all terms of this Notification, the Collateral will be sold by the Secured Party at public auction (the "Sale") to the highest or best Qualified Bidder (defined below) to be held via online active bidding via Zoom.com on May 8, 2025 at 10:00 a.m. ET (the "Auction"). Additional terms of the Sale will be disclosed by the Auctioneer (defined below) on its webpage that is reserved for the Auction, including requirements for access to any confidential materials.

All persons interested in participating in the Auction must a) contact the exclusive auctioneer, Paul E. Saperstein Co. (the "Auctioneer") at Pcotto@pesco.com or by phone at 617.227.6553 and b) tender a deposit of \$25,000.00 (the "Deposit") with the Auctioneer on or before May 7, 2025 at 5:00 pm ET ("Qualified Bidder").

The Deposit will be held by the Auctioneer subject to the terms of a Memorandum of Sale to be executed at the conclusion of the Auction unless otherwise announced at the Auction. The balance of the purchase price is to be paid within fourteen (14) days from the date of Auction. TIME WILL BE OF THE ESSENCE.

If the successful bidder at the Auction defaults in purchasing the Collateral according to the terms of this Notification of Disposition of Collateral and/or the terms of the Memorandum of Sale executed at the Auction, the Secured Party reserves all of its rights against such successful bidder and in addition, the Secured Party may, at its election, assume the bid of the

successful bidder or sell the Collateral to the second highest bidder or subsequent high bidders in order of their bids at the Auction, provided that the Secured Party in its discretion may require, (i) said subsequent highest bidders to tender the Deposit with the Auctioneer within three (3) business days after written notice to the subsequent highest bidder of the default of the previous highest bidder, (ii) the subsequent highest bidder to execute a Memorandum of Sale, and (iii) the closing to occur within fourteen (14) days of said written notice, time being of the essence unless the Secured Party agrees otherwise. The Secured Party may, at its option, assume any subsequent highest bid should that bidder fail to fulfill its obligations under the Memorandum of Sale. No such assumption of the highest or any subsequent highest bid or sale of the Collateral by the Secured Party to a subsequent highest bidder will relieve the highest and or subsequent highest bidder, as applicable, from its obligations under such Memorandum of Sale nor operate as a waiver by the Secured Party of its rights and remedies against the highest or subsequent highest bidder at the Auction.

The Secured Party reserves the right to bid and/or credit bid at the Auction. The Secured Party reserves the right to postpone the Auction to a later time and/or date by public proclamation at the time and date appointed for the Auction and to further postpone any adjourned auction date by public proclamation at the time and date appointed for the adjourned auction.

Secured Party reserves all of its rights, remedies and claims against the Debtor to the fullest extent, including but not limited to (i) the right to enforce and collect upon any and all deficiencies on the obligations remaining due from the Debtor to the Secured Party after the Sale, and (ii) the right to maintain and enforce all liens and security interests on all Collateral not sold at the Sale.

Secured Party makes no warranty or representation in connection with the Sale, except that it has a security interest in and lien on the Collateral and that the transfer is made free and clear of its security interest. **ALL COLLATERAL TO BE SOLD AS-IS, WHERE-IS, HOW-IS WITH NO WARRANTY OR GUARANTEE AND THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS, AND EACH ARE EXPRESSLY DISCLAIMED.**

You are entitled to an accounting of the unpaid indebtedness secured by the Collateral that the Secured Party intends to sell for a charge of \$350.00. You may request an accounting by contacting James S. LaMontagne, counsel for the Secured Party, at jlamontagne@sheehan.com or via telephone at 603.627.8102.

Dated: April 1, 2025

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