

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE (Including Personal Property Collateral)

By virtue and in execution of the Power of Sale contained in a certain Fee Mortgage, Assignment of Leases and Rents and Security Agreement dated October 20, 2017, between BRE Quad MA Owner LLC, a Delaware limited liability company (the "**Borrower**"), having its principal place of business at c/o Blackstone Real Estate Advisors L.P., 345 park Avenue, New York, New York 10154 and Bank of America, N.A., a national banking association with its principal place of business at c/o Capital Markets Servicing group, 900 West Trade Street, Suite 650, Mail Code: NC1-026-06-01, Charlotte, North Carolina 28255, and duly recorded with the Suffolk County Registry of Deeds (the "**Registry**") as Document No. 2017 875933 (as assigned as set forth herein, the "**Mortgage**"), as affected by that certain Assignment of Fee Mortgage, Assignment of Leases and Rents and Security Agreement effective as of November 30, 2017, recorded with the Registry as Document No. 2017 877938, by which Bank of America, N.A., as assignor assigned its right, title and interest in the Mortgage to Wilmington Trust, National Association, Solely in its Capacity as Trustee for the Benefit of the Certificateholders of BX Trust 2017-CQHP, Commercial Mortgage Pass-Through Certificates, Series 2017-CQHP, as assignee (the "**Mortgagees**"), and by CWP/Capital Asset Management LLC acting as Special Servicer on behalf of the Mortgagee (the "**Special Servicer**") for breach of the conditions contained in the Mortgage and for the purpose of foreclosing as provided in the Mortgage, the same will be sold at Public Auction at 11:00 a.m. (ET) on the 26th day of July, 2023 (the "**Public Auction**"), on the Mortgaged Property (defined below) located at 161 Devonshire Street, Boston, Massachusetts 02110, such premises being a part of the Mortgaged Property (as defined below) and being more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof, and pursuant to the terms of the Mortgage in which the Mortgagee has a security interest under the Mortgage (such real estate and all personal property of the Mortgagor upon which the Mortgagee holds a security interest pursuant to the terms of the Mortgage and other Loan Documents, which personal property includes all of such personal property of the Mortgagor located on the premises being hereinafter referred to collectively as the "**Mortgaged Property**"). The Mortgagee reserves the right to offer some or all of the personal property for sale together with the real estate or separately therefrom.

The Mortgagee reserves the right, for any reason, to postpone the Public Auction to a later date by public proclamation at the time and date appointed for the Public Auction and to further postpone at any adjourned Public Auction date by public proclamation at the time and date appointed for the adjourned Public Auction date.

The Mortgaged Property will be sold subject to those matters set forth above and to and/or with the benefit of, inter alia, all rights, restrictions, encroachments, improvements, easements, outstanding tax titles, municipal or other public taxes, water, electric and sewer charges, assessments, liens or claims in the nature of liens, if any, to the extent the same are prior to the Mortgage, to tenancies or occupation by persons on the Mortgaged Property now and at the time of said auction to the extent the same are prior to the Mortgage, to all encumbrances of record which have priority over the Mortgage, including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title, leases and tenancies, in each case having priority over the Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the Mortgaged Property to the extent not abandoned, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances, all permits and approvals and all conditions contained in said permits and approvals granted in connection with the Mortgaged Property, and also to all rights of the public or rights of the state or federal government or their subdivisions arising as a matter of or under any law. The Mortgaged Property shall be sold and conveyed subject to and with the benefit of all restrictions, easements, covenants, improvements, outstanding tax titles, mortgages, liens, or claims in the nature of liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the Mortgage described herein, if any, and existing encumbrances of record, created prior to the Mortgage or to which the Mortgage is subject. In the event of an error in this notice, the description of the Mortgaged Property in the Mortgage shall control.

The Mortgagee Property is being sold subject to all leases, tenancies and rights of possession, if any there be, and subject to all applicable building and zoning laws and other applicable laws.

The successful bidder for the Mortgaged Property shall be required to sign a Memorandum of Sale containing the above terms and any other terms set forth herein or announced at the Public Auction. The Deposit (as defined below) paid as set forth below shall be retained by the Mortgagee as liquidated damages or for application to actual damages, at the sole option of the Mortgagee, if such successful bidder does not comply strictly with the terms of the Memorandum of Sale.

In the event that the successful bidder at the Public Auction shall default in purchasing the within described Mortgaged 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 time of the Public Auction, the Mortgagee reserves the right, at its sole election, to sell the Mortgaged Property in whole or part by foreclosure deed, without further advertisement and without further notice to other bidders or persons, to the other qualified bidders, including the Mortgagee, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to the Mortgagee the amount of the required Deposit (as defined below) within three (3) business days after notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance by such bidder within thirty (30) days of execution of such agreement. The Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. In any case in which the Mortgagee is the successful bidder the Mortgagee may or may not, in its sole discretion, execute a Memorandum of Sale to reflect the terms of its purchase.

TERMS OF SALE: Five Hundred Thousand Dollars (\$500,000) in immediately available funds will be required to be paid by either (a) certified or bank check at the time and place of sale, or (b) by a federal funds wire transfer of immediately available funds received no later than 2:00 P.M. (ET) on July 25, 2023 or, if applicable, the business day immediately prior to any adjourned sale date, pursuant to wiring instructions provided by the Auctioneer, as earnest money, which deposit shall be increased by the successful bidder to an amount equal to five percent (5%) of the bid by the delivery of a certified or bank check or by a federal funds wire transfer of immediately available funds received no later than 4:00 P.M.(ET) on July 26, 2023 (or, if applicable, 4:00 p.m.(ET) on the third business day after any adjourned sale date) (the "**Deposit**"). The balance of the purchase price shall be paid in cash, by certified check or by bank, treasurer's or cashier's check by the successful bidder at the offices of Nixon Peabody LLP, Exchange Place, 53 State Street, Boston, Massachusetts 02109 within thirty (30) days of the date the successful bidder executes the Memorandum of Sale (the "**Closing**"). At the Closing, the Mortgagee shall convey to the successful bidder the Mortgaged Property by foreclosure deed.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE TIME AND PLACE OF THE PUBLIC AUCTION.

DATED: June ____, 2023

MORTGAGEE:

Wilmington Trust, National Association, Solely in its Capacity as Trustee for the Benefit of the Certificateholders of BX Trust 2017-CQHP, Commercial Mortgage Pass-Through Certificates, Series 2017-CQHP

By: CWP/Capital Asset Management LLC,
solely in its capacity as Special Servicer

By its attorneys, NIXON PEAODY LLP

By: Victor G. Milione

Nixon Peabody LLP, Exchange Place, 53 State Street,
Boston, MA 02109

617-345-1000

Auctioneer:

Paul E. Saperstein Co., Inc.

144 Centre Street, Holbrook, MA 02343-1011

MA Lic. No.: 295

Telephone Number: 617-227-6553

Website: www.pescoco.com

Exhibit A

PARCEL 1

A parcel of registered land situated in Boston, Suffolk County, Massachusetts now known and numbered as Nos. 161-175 Devonshire Street, being bounded and described as follows:

EASTERLY on Devonshire Street, 96.23 feet;

SOUTHERLY on land now or formerly of Samuel Eliot et al, Trustees, by a line running part through a brick wall, 68.12 feet;

WESTERLY on Arch Street, 96.10 feet;

NORTHERLY 42.71 feet, the line running through a brick wall;

WESTERLY 50'100ths of a foot, the line running through a brick wall; and NORTHERLY 28.79 feet, all on land formerly of Ralph Cohn et al, Trustees.

All of said boundaries are determined by the Land Court to be located as shown on a plan drawn by William S. Crocker, Civil Engineer, dated June 10, 1946, as modified and approved by the Court and filed in the Land Registration Office as Plan No. 19943-A, a copy of a portion of which is filed with Certificate of Title No. 48209 issued by the Suffolk Registry District of the Land Court.

Being the same land described in Suffolk County District of Land Court as Document No. 853282 of Certificate of Title No. 137623

PARCEL 2

The land situated on the westerly side of Devonshire Street now known and numbered as 159 Devonshire Street in said Boston, being shown on a plan entitled "Plan of Land Boston, Mass.", dated December 1, 1980 prepared by Harry R. Feldman, Inc., recorded with Suffolk Registry of Deeds in Book 9620, Page 26, as Parcel 4 and being bounded and described according to said plan, as follows:

EASTERLY on Devonshire Street, by two lines measuring 4.77 feet and 15.58 feet;

NORTHERLY by Parcel 1 shown on said plan, 25.27 feet;

WESTERLY AND NORTHWESTERLY by Parcel 3 shown on said plan, by three lines measuring 5.85 feet, 10.17 feet, and 7.10 feet;

NORTHERLY by said Parcel 3, 38.67 feet;

WESTERLY on Arch Street, 0.5 feet; and

SOUTHERLY AND EASTERLY on land described in Land Court Certificate of Title No. 98982 (Parcel 1 described above as shown on said Land Court Plan No. 19943-A, by three lines measuring 42.71 feet, 0.5 feet and 28.79 feet, said lines running in part through a brick wall).

Together with appurtenant easements set forth in the following instruments, in accordance with their terms:

a. Stairwell Agreement by and between New England Rare Coin Galleries, Inc., CDM, Inc. and John D. Rehm, as Trustee of Devonshire Land Trust dated December 16, 1980 and recorded with the Suffolk County Registry of Deeds in Book 9620, Page 38 and filed with the Suffolk Registry District of the Land Court as Document No. 354291; as affected by First Amendment of Stairwell Agreement dated June 3, 1981 and recorded with said Deeds in Book 9771 Page 27 and filed with said Land Court District as Document No. 356186; as assigned to Stanton H. Zarrow, as Trustee of TCW Devonshire Trust dated December 19, 1985, recorded with said Deeds in Book 12145 Page 98 and filed with said Land Court District as Document No. 399438.

b. Party wall agreement by and between James R. Dunbar, Henry S. Rowe and Andrew C. Stone, Trustees of the Compton Trust and Joshua Montgomery Sears, dated February 2, 1903 and recorded with said Deeds in Book 2879 Page 24; as affected by an agreement by and between James R. Dunbar, Henry S. Rowe and Andrew C. Stone, Trustees of the Compton Trust and Joshua M. Sears, dated February 24, 1903 and recorded with said Deeds in Book 2882, Page 331.

c. Agreement by and between Henry S. Rowe and Andrew C. Stone, Trustees of the Compton Trust and National Life Insurance Company, dated December 18, 1902 and recorded with said Deeds in Book 2901, Page 593.

d. Agreement by and between James R. Dunbar, Henry S. Rowe and Andrew C. Stone, Trustees of the Compton Trust and National Life Insurance Company dated December 18, 1902 and recorded with said Deeds in Book 2901, Page 595.

Parcels 1 and 2 are also described as follows, according to Survey entitled "ALTA/ACSM Land Title Survey for Hotel 4-Pack, B&C Project No. 201503287, 002, 159-161 Devonshire Street, Boston, MA" by Holden Engineering & Surveying, Inc., Raymond P. Shea, RLS, dated October 23, 2015, last revised February 10, 2016

Parcel 1

A parcel of registered land situated in Boston, Suffolk County, Massachusetts now known and numbered as Nos. 161-175 Devonshire Street, being bounded and described as follows:

Beginning at a point on the westerly side of Devonshire Street, said point being the northeast corner of the herein described parcel;

Thence proceeding in a southerly direction along the westerly side line of Devonshire Street a distance of 9.69 feet to a point;

Thence continuing in a southerly direction along the westerly side line of Devonshire Street turning an interior angle of 182° 57' 40" and a distance of 86.54 feet to a point at the northeast corner of land now or formerly of One-85 Devonshire Commercial Condominium;

Thence turning an interior angle of 90° 57' 20" and along the northerly line of land of One-85 Devonshire Commercial Condominium a distance of 68.12 feet to a point on the easterly side line of Arch Street;

Thence turning an interior angle of 90° 45' 30" and along the easterly side line of Arch Street a distance of 96.10 feet to a point;

Thence turning an interior angle of 88° 55' 30" and proceeding in an easterly direction a distance of 42.71 feet to a point;

Thence turning an angle right of 90° 00' 00" and in a northerly direction a distance of 0.50 feet to a point;

Thence turning an interior angle of 90° 00' 00" and in an easterly direction a distance of 28.79 feet to the point of beginning.

The closing angle being an interior angle of 86° 24' 00"

All of said boundaries are determined by the Land Court to be located as shown on a plan drawn by William S. Crocker, Civil Engineer, dated June 10, 1946, as modified and approved by the Court and filed in the Land Registration Office as Plan No. 19943-A, a copy of a portion of which is filed with Certificate of Title No. 48209 issued by the Suffolk Registry District of the Land Court. Being the land described in Land Court Certificate of Title No. 98982.

Parcel 2

The land situated on the westerly side of Devonshire Street now known and numbered as 159 Devonshire Street in said Boston, being shown on a plan entitled "Plan of Land Boston, Mass.", dated December 1, 1980 prepared by Harry R. Feldman, Inc., recorded with deed in Book 9620, Page 26, Suffolk Registry of Deeds, as Parcel 4 and being bounded and described according to said plan, as follows:

Beginning at a point on the westerly side line of Devonshire Street, said point being the southeast corner of the herein described parcel and the northeast corner of Parcel 1;

Thence proceeding in a westerly direction along the northerly line of Parcel 1 a distance of 28.79 feet to a point;

Thence proceeding in a southerly direction turning an angle right of 90° 00' 00" and a distance of 0.50 feet to a point;

Thence proceeding in a westerly direction along the northerly line of Parcel 1 turning an interior angle of 90° 00' 00" and a distance of 42.71 feet to a point on the easterly side line of Arch Street;

Thence in a northerly direction along the easterly side line of Arch Street and turning an interior angle of 90° 00' 00" and a distance of 0.50 feet to a point at the southwest corner of land now or formerly of SDCO 45 Milk St. Office, Inc.;

Thence along the southerly line of land of SDCO 45 Milk St. Office, Inc. and turning an interior angle of 90° 00' 00" and proceeding in an easterly direction a distance of 38.67 feet to a point;

Thence in a northeasterly direction turning an interior angle of 224° 42' 56" a distance of 7.10 feet to a point;

Thence in a northerly direction turning an interior angle of 224° 42' 47" a distance of 10.17 feet to a point;

Thence in a northeasterly direction turning an interior angle of 135° 51' 29" a distance of 5.85 feet to a point;

Thence in a northerly direction turning an interior angle of 225° 00' 00" a distance of 0.83 feet to a point;

Thence in an easterly direction turning an interior angle of 90° 00' 00" a distance of 25.27 feet to a point on the westerly side line of Devonshire Street and the southeast corner of land now or formerly of SDCO 45 Milk St. Office, Inc.;

Thence in a southeasterly direction along the westerly side line of Devonshire Street turning an interior angle of 84° 35' 52" a distance of 15.58 feet to a point;

Thence continuing in a southeasterly direction along the westerly side line of Devonshire Street turning an interior angle of 181° 30' 56" a distance of 4.77 feet to the point of beginning.

The closing angle being an interior angle of 93° 36' 00".

Parcel No. 04664-000