

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") given by **BCSP WELLESLEY PROPERTY LLC** (the "Mortgagor") to Teachers Insurance and Annuity Association of America, as administrative agent, dated May 4, 2022 and recorded with the Norfolk County Registry of Deeds (the "Registry of Deeds") in Book 40517, Page 52, and filed with the Norfolk County Registry District of the Land Court (the "Land Court District") as Document No. 1502648, as assigned by Teachers Insurance and Annuity Association of America to CBRE Loan Services, Inc., as administrative agent, pursuant to a certain Assignment of Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 9, 2022 and recorded with the Registry of Deeds in Book 40727, Page 66 and filed with the Land Court District as Document No. 1507893, and as further assigned by CBRE Loan Services, Inc. to WGN Holdings LLC, as administrative agent (the "Mortgagee" or the "undersigned"), pursuant to a certain Assignment of Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 14, 2025 and recorded with the Registry of Deeds in Book 42400, Page 566 and filed with the Land Court District as Document No. 1552440, 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 one o'clock, P.M. (1:00 p.m.) on the 17<sup>th</sup> day of July, 2025, at 93 Worcester Street, Wellesley, Massachusetts, all and singular the leasehold estate in the premises described in said Mortgage (together with the other property and interests encumbered by said Mortgage),

To wit:

All that certain parcel of land together with all buildings and other improvements thereon situated in the Town of Wellesley, County of Norfolk, Commonwealth of Massachusetts, comprising a portion of a State Highway, Yankee Division Highway (Route 128 and Interstate Route 95) laid out on December 28, 1949 (L.O. No. 3688) and altered on February 12, 1952 (L.O. No. 3939), April 22, 1952 (L.O. No. 3969) and February 23, 1966 (L.O. No. 7349), and bounded as follows:

Beginning at a point on the southwesterly location line of the aforesaid December 28, 1949 State Highway Layout No. 3688, said point bearing S 14° 19' 19" E and bearing 111.53 feet distant from Station 23+17.90 of the main baseline of the aforesaid 1949 State Highway Layout No. 3688 and extending thence, leaving said southwesterly location line N 14° 19' 19" W, 4.13 feet;

Thence easterly to southeasterly by a curve to the right of 1,500.00 feet radius 880.43 feet;

Thence by another curve to the right of 450.00 feet radius 550.00 feet;

Thence S 21° 27' 56" W, 103.16 feet;

Thence by a curve to the right of 200.00 feet radius 212.28 feet;

Thence S 82° 16' 48" W, 421.79 feet to a point on the northerly location line of the aforesaid February 12, 1952 State Highway Alteration No. 3939;

Thence following said location N 14° 30' 42" W, 104.14 feet;

Thence leaving said location line and following the location line of the aforesaid April 22, 1952 State Highway Alteration No. 3969, N 14° 29' 47" W, 1,020.48 feet;

Thence leaving said location line and following the southwesterly location line of the aforesaid 1949 State Highway Layout No. 3688, N 14° 19' 19" W, 50.00 feet to the point of beginning.

Containing about 683,653 square feet (15.69 acres), more or less.

Being Parcel LL-2 shown on a plan of land entitled, "The Commonwealth of Massachusetts Plan of Road in the Town of Wellesley Norfolk County Altered and Laid Out as a State Highway by the Department of Highways," dated February 23, 1996, recorded with the Norfolk County Registry of Deeds in Plan Book 441 as Plan No. 541 of 1996.

Said Parcel LL-2 includes Parcel 1 shown on Land Court Plan No. 20831-C, filed with Certificate of Title No. 150899 and a portion of Parcel 6 on Land Court Plan No. 20831-B, filed with Certificate of Title No. 150899.

Together with the rights and easements in common with the rights of others therein, including, without limitation, the Town of Wellesley, reserved by Wellesley Gateway, LLC set forth in the Release Deed of Utility Easements by the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance and Wellesley Gateway, LLC to the Town of Wellesley, dated October 22, 2003, recorded with the Norfolk County Registry of Deeds in Book 20086, Page 127 and filed with the Norfolk County Registry District of the Land Court as Document No. 998463.

The leasehold estate in said premises shall be sold and conveyed subject to, and with the benefit of, all rights, rights of way, restrictions, easements, covenants, liens, claims in the nature of liens, improvements, public assessments, unpaid ground rents, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, other municipal assessments and/or liens and other existing encumbrances of record which are in force and are applicable having priority over said Mortgage, whether or not reference to the same is made herein or in the deed. Said leasehold estate in said premises shall also be sold subject to, and with the benefit of, all leases, subleases and tenancies affecting said premises, whether or not the same have priority over the Mortgage, and the rights of all parties in possession of all or any portion of said premises (such leases, subleases, tenancies and rights of parties in possession, collectively, the "Leases"). Without limiting the generality of the foregoing, said estate shall also be sold subject to the provisions of that certain Ground Lease by and between The Commonwealth of Massachusetts, acting by and through its Division of Capital Planning and Operations, as landlord, and Wellesley Gateway LLC, as tenant, and Massachusetts Highway Department, dated July 23, 1998, a Memorandum of which is recorded with the Registry of Deeds in Book 12677, Page 17 and filed with the Land Court District as Document No. 800838, as affected by (i) that certain Term Commencement

Date Acknowledgement by and between The Commonwealth of Massachusetts, acting by and through its Division of Capital Planning and Operations, as landlord, and Wellesley Gateway LLC, as tenant, dated July 23, 1998, recorded with the Registry of Deeds in Book 12677, Page 23 and filed with the Land Court District as Document No. 800839; (ii) an Amendment to the Ground Lease described in that certain Amendment to Memorandum of Lease by and between The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance (formerly named the Division of Capital Planning and Operations), as landlord, and Wellesley Gateway LLC, and Massachusetts Highway Department, dated November 23, 2004, recorded with the Registry of Deeds in Book 21807, Page 118 and filed with the Land Court District as Document No. 1047001; (iii) that certain Assignment and Assumption of Lease by and among Wellesley Gateway LLC, as assignor, NOP Wellesley Gateway LLC, as assignee and The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, dated November 23, 2004, recorded with the Registry of Deeds in Book 21807, Page 125 and filed with the Land Court District as Document No. 1047002; (iv) that certain Assignment and Assumption of Lease by and among NOP Wellesley Gateway LLC, as assignor, and Wellesley Gateway Office Complex, LLC, as assignee, dated July 11, 2016 and recorded with the Registry of Deeds in Book 34254, Page 98 and filed with the Land Court District as Document No. 1357106; (v) that certain Assignment and Assumption of Lease dated September 21, 2021 by and among Wellesley Gateway Office Complex, LLC, BCSP Wellesley Property LLC and The Massachusetts Department of Transportation, duly established and existing pursuant to Chapter 6C of the Massachusetts General Laws, as amended, and successor-in-interest to the Commonwealth of Massachusetts acting by and through its Division of Capital Assets Management pursuant to Chapter 25 of the Acts of 2009 and recorded in the Registry of Deeds in Book 39879, Page 130 and filed with the Land Court District as Document No. 1487787 (the instruments described in this sentence are referred to herein, collectively, as the “Ground Lease”). For avoidance of doubt, the interest in the above-described land that is subject to the Mortgage being foreclosed and to be sold pursuant to the terms of this Notice of Mortgagee’s Sale of Real Estate is purported to be a leasehold estate, as more particularly set forth in the Mortgage and the Ground Lease.

Said public auction sale may include fixtures, goods and other tangible personal property situated on the said premises or used or intended to be used in connection therewith (but subject to rights and claims of tenants, subtenants and other occupants in and to such personal property under the Leases).

No representations, express or implied, are made with respect to any matter concerning the leasehold estate, the premises or any such personal property, which will be sold “as is” and “where is.”

The Mortgagee reserves the right to sell any parcel or any portion thereof separately, or in any order that the Mortgagee may choose and/or to postpone or adjourn the public auction sale to a later time or date by public proclamation at the time and date appointed for the sale and to further postpone or adjourn any postponed or adjourned sale date by public proclamation at the time and date appointed for the postponed or adjourned sale.

## Terms of Sale:

To qualify to bid at said auction, all bidders and potential bidders must demonstrate the ability to consummate the purchase of the premises herein described by delivering to the Mortgagee's designated escrow agent, First American Title Insurance Company, of 100 Federal Street, 3<sup>rd</sup> Floor, Boston, Massachusetts 02110 (the "Escrow Agent"), the sum of \$1,000,000.00 by federal wire transfer ("Qualifying Deposit") in accordance with the Escrow Agent's written instructions no later than 2:00 p.m. Eastern Daylight Time on July 16, 2025. Each bidder and potential bidder (other than the Mortgagee) shall be required to enter into an escrow agreement with the Escrow Agent, which shall govern the terms under which the Escrow Agent shall hold and disburse the Qualifying Deposit (the "Escrow Agreement").

Immediately following the public auction, the successful bidder (the "Original Successful Bidder") shall be required to enter into and execute a Memorandum of Sale containing the terms set forth herein, among others (such other terms to be announced at the time and place of said public auction). The Original Successful Bidder will also be required to deposit an additional sum in an amount which, when combined with the Qualifying Deposit, shall equal five percent (5%) of the amount bid (such additional deposit and the Qualifying Deposit are referred to herein, collectively, as the "Deposit") by federal wire transfer in accordance with the Escrow Agent's written instructions within three (3) business days after the conclusion of the auction, time being of the essence, to be held by the Escrow Agent. The balance of the purchase price shall be delivered to the Escrow Agent for payment to the Mortgagee by federal wire transfer in accordance with the Escrow Agent's written instructions within thirty (30) days from the date of the auction, time being of the essence unless the Mortgagee agrees otherwise, at which time, the instrument of conveyance for the herein-described premises shall be delivered by the Mortgagee. If the Original Successful Bidder fails to timely deliver any portion of the Deposit in accordance with the terms of this Notice of Mortgagee's Sale of Real Estate or the Memorandum of Sale described below, or in the event the successful bidder fails to timely close on the transactions contemplated by, or otherwise fails to comply with any other provision of, this Notice of Mortgagee's Sale of Real Estate and/or the Memorandum of Sale, the Escrow Agent shall, upon Mortgagee's written demand, pay the Original Successful Bidder's Deposit to the Mortgagee as liquidated damages for such failure by the Original Successful Bidder.

On the day of the auction sale, the Mortgagee may, in its discretion, designate the bidder or bidders with the next highest bid or bids to the Original Successful Bidder as backup bidders with the written consent of such next highest bidder or bidders (each a "Backup Bidder"), in which event the Qualifying Deposit of each Backup Bidder shall be retained by the Escrow Agent in accordance with such Backup Bidder's Escrow Agreement with the Escrow Agent. In the event that the Original Successful Bidder and each Backup Bidder having a higher bid defaults in purchasing the within-described premises according to the terms of this Notice of Mortgagee's Sale of Real Estate and/or the terms of the applicable Memorandum of Sale, the Mortgagee reserves the right, at its election, to sell the property to the Backup Bidder with the next highest bid to the defaulting Original Successful Bidder or Backup Bidder, as applicable, provided that in each such event, the Mortgagee, in its sole discretion, may require any or all of the following: (i) said Backup Bidder to deposit the amount of the required Deposit as set forth above, within three (3) business days after written notice to such Backup Bidder of the default of

the previous highest bidder, (ii) such Backup Bidder to execute a Memorandum of Sale, and (iii) the closing to occur within thirty (30) days of said written notice, time being of the essence unless the Mortgagee agrees otherwise. If, following a default by the Original Successful Bidder and each Backup Bidder having a higher bid, as applicable, a Backup Bidder is designated by the Mortgagee to purchase the property described herein by written notice to such Backup Bidder, and such Backup Bidder fails to timely deliver any portion of the Deposit in accordance with the terms of this Notice of Mortgagee's Sale of Real Estate or the applicable Memorandum of Sale executed by such Backup Bidder, or in the event such Backup Bidder fails to timely close on the transactions contemplated by, or otherwise fails to comply with any other provision of, this Notice of Mortgagee's Sale of Real Estate and/or the applicable Memorandum of Sale, the Escrow Agent shall, upon Mortgagee's written demand, pay such Backup Bidder's Deposit (if any) to the Mortgagee as liquidated damages for such failure by such Backup Bidder. For avoidance of doubt, any Deposit paid to the Mortgagee as a result of a default by the Original Successful Bidder or any Backup Bidder shall not be credited toward the purchase price to be paid by the ultimate purchaser of the property herein described.

Notwithstanding any provision of this Notice of Mortgagee's Sale of Real Estate to the contrary, the Mortgagee and/or any of its agents shall be exempt from the requirement to make any Deposit or Qualifying Deposit and the requirement to enter into an Escrow Agreement with the Escrow Agent. To request the form of Escrow Agreement and instructions for wiring a Qualifying Deposit to the Escrow Agent, please contact the attorneys for the Mortgagee at the contact information listed below.

The successful bidder will be responsible for paying the Massachusetts State Documentary Tax Stamps and all recording and filing fees. The description for the premises contained in the Mortgage shall control in the event of a typographical error in this Notice of Mortgagee's Sale of Real Estate. Other terms, if any, to be announced at the public auction.

**WGN HOLDINGS LLC,**  
a Delaware limited liability company

Present holder of said Mortgage

By its Attorneys,

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Wellesley Townsman 6/19/25, 6/26/25, 7/3/25  
Boston Herald 6/24/25, 7/1/25, 7/8/25