

MORTGAGEE'S SALE OF REAL ESTATE

(Including Personal Property Collateral)

By virtue and in execution of the Power of Sale contained in (i) a certain Mortgage and Security Agreement by Bedford Ave. Boston Real Estate Holding LLC, a Delaware limited liability company to Boston Private Bank & Trust dated October 31, 2019 and recorded with the Suffolk County Registry of Deeds (the "Registry") in Book 62009, Page 55, as amended and restated by a certain Amended and Restated Mortgage and Security Agreement by Bedford Ave. Boston Real Estate Holding LLC, a Delaware limited liability company, to Silicon Valley Bank (successor by merger to Boston Private Bank & Trust Company), a Division of First-Citizens Bank & Trust Company dated December 27, 2023 and recorded with the Registry in Book 69761, Page 17 (as so amended and restated, the "Mortgage"), as further affected by (a) an Assignment of Amended and Restated Mortgage and Security Agreement by the Federal Deposit Insurance Corporation as Receiver of Silicon Valley Bank and as Receiver of Silicon Valley Bridge Bank, NA to First-Citizens Bank & Trust Company, dated October 9, 2024 and recorded with the Registry in Book 70705, Page 135 (the "First FDIC Assignment"); (b) an Assignment of Amended and Restated Mortgage and Security Agreement by the Federal Deposit Insurance Corporation as Receiver of Silicon Valley Bank and as Receiver of Silicon Valley Bridge Bank, NA to First-Citizens Bank & Trust Company, dated October 9, 2024 and recorded with the Registry in Book 70705, Page 173 (the "Second FDIC Assignment"); and (c) an Assignment of Amended and Restated Mortgage and Security Agreement by First-Citizens Bank & Trust Company (as successor by asset purchase to the Federal Deposit Insurance Company as Receiver for Silicon Valley Bridge Bank, N.A., successor to Silicon Valley Bank, successor by merger to Boston Private Bank & Trust Company) to 99 Bedford Lender LLC, a Massachusetts limited liability company ("Mortgagee") dated September 3, 2025 and recorded with the Registry in Book 71836, Page 29, 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; and (ii) a certain Collateral Assignment of Leases and Rents by and between Bedford Ave. Boston Real Estate Holding LLC, a Delaware limited liability company and Boston Private Bank & Trust Company, a Massachusetts trust company, dated October 31, 2019 and recorded November 1, 2019 in Book 62009, Page 72, as affected by (a) an Amended and Restated Collateral Assignment of Leases and Rents to Silicon Valley Bank (successor by merger to Boston Private Bank & Trust Company), a Division of First-Citizens Bank & Trust Company dated December 27, 2023 and recorded December 28, 2023 in Book 69761, Page 38; (b) the First FDIC Assignment; (c) the Second FDIC Assignment; and (d) an Assignment of Amended and Restated Collateral Assignment of Leases and Rents by First-Citizens Bank & Trust Company (as successor by asset purchase to the Federal Deposit Insurance Company as Receiver for Silicon Valley Bridge Bank, N.A., successor to Silicon Valley Bank, successor by merger to Boston Private Bank & Trust Company) to 99 Bedford Lender LLC, a Massachusetts limited liability company dated September 3, 2025 and recorded with the Registry on September 3, 2025 in Book 71836, Page 33 (as so affected, the "Assignment of Leases"), there will be sold at Public Auction beginning at 11:00 A.M. the 5th day of November, 2025, on the mortgaged premises located at 99 Bedford Street, Boston, Massachusetts, all and singular the premises and property described in said Mortgage and Assignment of Leases as the Property (hereinafter, the "Mortgaged Property"), which Mortgaged Property consists of those certain parcels of land together with the

improvements situated thereon located at and known as 99 Bedford Street, Boston, Massachusetts, and the appurtenant rights associated therewith, which land is more particularly described in the Mortgage as follows, to wit:

99 Bedford Street, Boston, Massachusetts

Parcel 1:

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the intersection of the Easterly sideline of Columbia Street with the Southerly sideline of Bedford Street;

thence S89°-37'-09"E along the Southerly sideline of Bedford Street a distance of 66.18 feet;

thence N82° 52'-45"E, continuing along the Southerly sideline of Bedford Street, a distance of 72.58 feet;

thence S45°-10'-30"E a distance of 11.00 feet to the Westerly sideline of Lincoln Street;

thence S6°-46'-15"W along the Westerly sideline of Lincoln Street a distance of 118.01 feet;

thence N83°-29'-47"W along a line partially through a brick partition wall, a distance of 78.40 feet;

thence S1°-47'-47"E a distance of 8.42 feet;

thence N84°-40'-54"W, along a line through a brick party wall, a distance of 63.10 feet to the Easterly sideline of Columbia Street;

thence N4°-21'-01 "E, along the Easterly sideline of Columbia Street, a distance of 110.39 feet to the point of beginning.

Containing an area of 16,447 sq. ft., as shown on a "Plan of Land, Boston, Mass." by Harry R. Feldman, Inc., dated March 9, 1982, recorded March 25, 1982 in Book 9928, Page 619, with the Suffolk County Registry of Deeds.

Parcel 1 is also described as follows according to a survey entitled "ALTA/NSPS Land Title Survey, 99 Bedford Street, Boston, Mass." by Feldman Land Surveyors, dated August 26, 2019, and last revised October 23, 2019:

A certain parcel of land situated in the city of Boston, county of Suffolk and the Commonwealth of Massachusetts more particularly described as follows:

Beginning at a point at the intersection of the Southerly sideline of Bedford street and the

Southwesterly sideline of Lincoln street. Thence;

Running S 45°10'30" E, by said Lincoln street, a distance of 11.00 feet to a point;

Thence turning and running S 06°46'15" W, by said Lincoln street, a distance of 118.01 feet to a point;

Thence turning and running N 83°25'04" W, by land now or formerly of Henry C. Brookings and partially through a partition wall, a distance of 78.40 feet to a point;

Thence turning and running S 06°14'37" W, by land now or formerly Lincoln Street Property Owner, LLC, a distance of 8.27 feet to a point;

Thence turning and running N 84°42'26" W, by land now or formerly of Patrick Callahan and partially through a partition wall, a distance of 62.34 feet to a point on the former East side of Columbia Street;

Thence turning and running N 04°37'45" E, by the former sideline of Columbia street, a distance of 110.06 feet to a point on said Bedford street;

Thence turning and running S 89°45'27" E, by said Bedford street, a distance of 66.07 feet to a point;

Thence turning and running N 82°52'45" E, by said Bedford street, a distance of 72.58 feet to the point of beginning.

Said parcel containing 16,438 square feet.

Parcel 2:

Easement Agreement between Kingston Bedford Joint Venture LLC and 99 Bedford Limited Partnership, dated July 17, 2000, recorded on November 22, 2000 in Book 25589, Page 325; as affected by First Amendment to Easement Agreement dated as of September 4, 2002, recorded on December 5, 2002 in Book 30018, Page 268, in common with others entitled thereto.

Parcel 3:

Pedestrian Easement between 99 Bedford Limited Partnership and Kingston Bedford Joint Venture LLC, for access purposes, dated as of September 4, 2002, recorded December 5, 2002, in Book 30018, Page 312, in common with others entitled thereto.

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 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, all leases and tenancies having priority over the Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the Mortgaged Property, 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.

Please be advised that the Mortgaged Property includes, and Mortgagee shall hold a public sale of, all personal property rights, title and interest (the "Personal Property") in which Mortgagee holds a security interest in connection with the Mortgaged Property. The sale of the Personal Property shall be included with the sale of the Mortgaged Property.

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

TERMS OF SALE: A deposit of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) 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. on November 4, 2025 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 by the Auctioneer no later than 4:00 P.M. on November 7, 2025 (or, if applicable, 4:00 p.m. on the second business day after any adjourned sale date). The balance shall be paid by federal funds wire transfer of immediately available funds at the offices of Goulston & Storrs PC, One Post Office Square, Boston, Massachusetts 02109 within 30 days from the date of sale. The deed shall be delivered at the time of said payment of the balance of the purchase price. The description of the Mortgaged Property contained in said Mortgage shall control in the event of an error in this publication. The successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described Mortgaged Property according to the terms of this Notice and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right, at its sole election, to sell the Mortgaged Property by foreclosure deed, without further advertisement and without further notice to other bidders or persons, to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder.

Information relating to the Mortgaged Property will be available to bidders upon request, subject to the execution and delivery of a confidentiality agreement prepared by the Mortgagee.

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

99 BEDFORD LENDER LLC,
a Massachusetts limited liability company

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