

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage and Security Agreement dated February 28, 2019 (the "Mortgage") given by Abraham Paul Sarkis, Trustee of 797-799 Boylston Street Trust, a trust established under that certain Declaration of Trust dated December 14, 1987 (the "Mortgagor") filed with the Suffolk County Registry District of the Land Court (the "Land Court District") as Document Number 891958, to Boston Private Bank & Trust Company, and now held by the undersigned First-Citizens Bank & Trust Company (the "Mortgagee"), for breach of the conditions of said Mortgage and for the purpose of foreclosing, the same will be sold at public auction at 1:00 p.m. on the 9th day of December, 2025 (the "Auction"), on the Property as described below, known and numbered as 797-799 Boylston Street, Boston, Massachusetts, as more particularly described in said Mortgage, to wit:

Property:

That certain parcel of land with the buildings and improvements thereon situated in Boston in the County of Suffolk and Commonwealth of Massachusetts, situated on Boylston Street and Fairfield Street.

Said land is determined by the Court to be located as shown on a plan drawn by George R. Poor, Surveyor, dated March 12, 1970, as modified and approved by the Court, filed in the Land Registration Office as plan No. 36601-A, a copy of a portion of which is filed with Certificate of Title No. 81532.

The land above described is subject to a slope and fill easement as set forth in a grant made by Alvin Adams to the City of Boston dated January 11, 1877, duly recorded in Book 1378, Page 158.

The land above described is subject to, and with the benefit of, a passageway agreement between Waldo Adams, Edward L. Adams, and Alex S. Wheeler, Executors under the will of Alvin Adams, dated October 31, 1884, duly recorded in Book 1657, Page 210.

The land above described is subject to an easement as set forth in a grant made by Stephen W. Sleeper et al, Trustees under the will of George F. Fabyan, to Boston Edison Company (formerly known as Edison Electric Illuminating Co.) dated November 2, 1934, duly recorded in Book 5492, Page 433.

The land above described is subject to a party wall agreement between Isabella H. Adams and George F. Fabyan dated June 20, 1901, duly recorded in Book 2761, Page 619.

See Certificate Title number 113197.

In the event of a discrepancy between this notice and the Mortgage as to the description of the Property, the Mortgage will control.

Said Property will be sold subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, encroachments, improvements, outstanding tax titles, mortgages, liens, leases, rights of tenants and parties in possession, unpaid taxes, tax liens, water and sewer liens and any other municipal liens and other public taxes, assessments, betterments, liens or claims in the nature of liens, encumbrances, and matters of occupancy rights, of record or otherwise, created prior to or entitled to precedence over the Mortgage, if any there be.

Said Auction may include certain fixtures situated on the Property or used or intended to be used therewith as such fixtures may be described in the Mortgage.

No representations, express or implied, are made with respect to any matter concerning the premises or any such personal property, which will be sold "AS IS" and "WHERE IS".

The Mortgagee reserves the right to sell any portion thereof separately, or in any order that the Mortgagee may choose and/or to postpone or adjourn the 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

In order to qualify and participate in the Auction as a bidder, a non-refundable deposit of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Qualifying Deposit") in the form of a certified check or bank cashier's check shall be shown to auctioneer at the time and place of the Auction.

Immediately following the Auction, the successful bidder (the "Original Successful Bidder") shall (a) deliver the Qualifying Deposit to be applied against the purchase price, (b) sign a Memorandum of Sale including, among others, the following terms: (i) the Original Successful Bidder shall supplement the Qualifying Deposit by an additional payment in the amount of \$750,000.00 in the form of cash or by certified or bank cashier's check (such additional deposit and the Qualifying Deposit are herein collectively referred to as the "Deposit") within three (3) business days from the date of Auction, time being of the essence, (ii) the balance of the purchase price shall be paid in cash or by certified or bank cashier's check at the office of Seyfarth Shaw LLP, Two Seaport Lane, Boston, Massachusetts 02210 within thirty (30) days from the date of Auction, at which time the foreclosure deed for the Property shall be delivered; (iii) any Deposit paid shall be forfeited if the Original Successful Bidder does not comply strictly with the terms of the Memorandum of Sale; and (iv) the Original Successful Bidder will be responsible for the payment of state documentary stamps and any, and all fees, including recording fees, associated with the transfer of title.

If the Original Successful Bidder fails to timely deliver any portion of the Deposit in accordance with the terms of this Mortgagee's Notice of Sale of Real Estate or the Memorandum of Sale, 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 Mortgagee's Notice of Sale of Real Estate and/or the Memorandum of Sale, the Original Successful Bidder's Deposit shall be retained by the Mortgagee as liquidated damages for such failure by the Original Successful Bidder and without limiting any of Mortgagee's rights and remedies at law or in equity.

Mortgagee reserves the right to reject any and all bids. Further, on the day of the Auction, 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 (each a "Backup Bidder"), and retain a Qualifying Deposit

of each Backup Bidder that would be applied against any sale should the Original Successful Bidder not close on the sale in accordance with the terms of the Memorandum of Sale. In the event that the Original Successful Bidder and each Backup Bidder having a higher bid defaults in purchasing the Property according to the terms of this Mortgagee's Notice of 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 within three (3) business days after written notice to such Backup Bidder, and (iii) the closing to occur within thirty (30) days of such written notice, time being of the essence. 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 by written notice to such Backup Bidder, and such Backup Bidder fails to timely deliver the Deposit in accordance with the terms of this Mortgagee's Notice of 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 Mortgagee's Notice of Sale of Real Estate and/or the applicable Memorandum of Sale, such Backup Bidder's Deposit (if any) shall be paid to the Mortgagee as liquidated damages for such failure by the such Backup Bidder and without limiting any of Mortgagee's rights and remedies at law or in equity. 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.

Notwithstanding any provision of this Mortgagee's Notice of 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.

Parties interested in receiving further information about the Property, the requirements to be a qualified bidder and/or the terms of the public sale should contact the auctioneer, Samantha Saperstein of Paul E. Saperstein Co., Inc. at (617) 227-6553 or visit <https://www.pesco.com>.

Time is of the essence.

Other terms, if any, to be announced at the time and place of the sale.

FIRST-CITIZENS BANK & TRUST COMPANY

Present Holder of said Mortgage

By its attorneys,

SEYFARTH SHAW LLP
Two Seaport Lane, Suite 1200
Boston, Massachusetts 02210
Attn: Louis J. DiFronzo, Jr., Esquire
(617) 946-4870