

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by New Brickstone Office, LLC, a Delaware limited liability company, (the "**Mortgagor**") to MetLife Real Estate Lending LLC, a Delaware limited liability company, successor by assignment to CRED REIT Holdco LLC, a Delaware limited liability company (the "**Mortgagee**") dated as of May 11, 2021, and recorded with the Essex North Registry of Deeds (the "**Registry**") at Book 16923, Page 205, as affected by an Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 27, 2021, recorded with the Registry in Book 16955, Page 331 (the "**Mortgage**"), encumbering the property described in the Mortgage located in Andover, Essex County, Massachusetts, further described on **Exhibit A** annexed hereto and specifically incorporated herein by reference (the "**Mortgaged Property**"), commonly known and numbered as 100, 200, 300 and 400 Brickstone Square, Andover, Massachusetts 01810, of which the undersigned is the present holder, for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer all of the Mortgaged Property for sale at public auction on **WEDNESDAY, APRIL 1, 2026 AT 11:00 A.M.** The sale of the Mortgaged Property described above will be referred to hereinafter as the "**Sale.**" The Sale shall be held at that portion of the Mortgaged Property known and numbered as 200 Brickstone Square, Andover, Massachusetts 01810.

TERMS OF SALE. A non-refundable deposit of **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00)** shall be required to be paid by the highest bidder to the Mortgagee for the Mortgaged Property. Such deposit shall be made by certified check or bank cashier's check (cash will **NOT** be accepted) at the time and place of the Sale. Within ten (10) calendar days of the date of the Sale, the highest bidder shall make an additional non-refundable deposit (by federal funds wire transfer of immediately available funds) to the Mortgagee sufficient to cause the total deposit to equal ten percent (10%) of the highest bid at the Sale (such deposits, collectively, the "**Deposit**"). The Deposit shall be at all times non-refundable. The balance of the amount of the highest bid for the Mortgaged Property is to be paid to the Mortgagee by federal funds wire transfer of immediately available funds in or within thirty (30) calendar days after the date of the Sale, **WITH TIME BEING OF THE ESSENCE.** The highest bidder shall be required to execute a sales agreement at the Sale containing the terms set forth herein and any additional terms set forth in the sales agreement or announced at the Sale.

The Mortgaged Property is to be sold together with, subject to, and with the benefit of, all easements, restrictions, covenants, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, environmental liens or restrictions, municipal liens and assessments, the rights of tenants and parties in possession, existing encumbrances, any and all assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The Mortgaged Property is also sold subject to the right of redemption of the United States of America, if any there be.

The Mortgagee may, at its option, either sell the Mortgaged Property to the second highest bidder at the Sale or assume the highest bid should the highest bidder fail to fulfill the highest bidder's obligations under the sales agreement executed at the Sale, provided that the

Mortgagee in its discretion may require the second highest bidder to (i) within ten (10) business days after written notice to the second highest bidder of the default of the highest bidder, execute a sales agreement and simultaneously pay a deposit to the Mortgagee equal to ten percent (10%) of the second highest bid as a non-refundable deposit, and (ii) within thirty (30) days of said written notice, pay the balance of the second highest bid for the Mortgaged Property to the Mortgagee by federal funds wire transfer of immediately available funds, **WITH TIME BEING OF THE ESSENCE**. In the event that the highest bidder defaults under the sales agreement executed at the Sale, and the Mortgagee sells the Mortgaged Property to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under the sales agreement. No such assumption of the highest or second highest bid or sale of the Mortgaged Property by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under their respective sales agreements nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

In the event of any typographical errors in the publication of the legal description of the Mortgaged Property in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD “AS-IS”, “WHERE-IS”, AND “WITH ALL FAULTS”, LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. The transfer of the Mortgaged Property will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Mortgaged Property, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, occupancy, compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, lead paint regulations, any matter relating to any structure on the Mortgaged Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the Sale that any warranty or representation, other than those contained herein, are without authority and that the highest bidder has duly inspected the Mortgaged Property, the title thereto, the occupancy thereof, and all other matters in connection with the Sale by itself and by its own experts, including counsel, as the highest bidder has elected to consult.

From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to credit bid at the Sale, to advance its bid at the Sale, and to pause and/or postpone the Sale by auctioneer’s public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

METLIFE REAL ESTATE LENDING LLC
Present holder of the Mortgage

By Its Attorneys,

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EXHIBIT A
(Real Property)
Property Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED AND LOCATED AT BRICKSTONE SQUARE, ANDOVER, ESSEX COUNTY, MASSACHUSETTS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

Lots 2 and 3 as shown on a Plan entitled "Plan of Land Located in Andover, Mass." prepared for Andover Mills Realty Limited Partnership by JJB Associates Inc. dated July 29, 1988 and recorded with the Essex County Registry of Deeds as Plan No. 11218.

PARCEL2:

Lots 3, 4 and 5 as shown on a Plan entitled "Plan of Land Located in Andover, Mass." prepared for Andover Mills Realty Limited Partnership by JJB Associates Incorporated dated May 8, 1989 and recorded with the Essex County Registry of Deeds as Plan No. 11742 (the "Plan").

Together with the benefits of the following:

- a. To maintain, improve, repair and to use for all purposes for which public ways in Andover may be used, that area shown as "60.00 R.O.W Area = 17,518 S.F." on the Plan connecting the insured premises to York Street as shown on Plan No. 11742.
- b. To use, maintain, replace, and repair the domestic water line servicing the insured premises as of the date hereof, shown as "DW" on the plan and extending southerly from the Insured Premises to Haverhill Street;
- c. To use, maintain, replace and repair the steam lines shown as "Steam Line" on the Plan which extend southerly and then westerly of the said lines or as may be otherwise located, as well as the "Boiler";
- d. To use, maintain, replace and repair the waterline servicing the premises, shown as "Water for Fire Protection" and extending southerly from the premises to Haverhill Street as shown on the Plan;
- e. To use, maintain, replace and repair the sewer line shown as sanitary sewer on the Plan, extending westerly and northwesterly from the premises;
- f. To use and tie into the telephone line or lines servicing the premises and shown on the Plan and extending southerly to Haverhill Street;
- g. Install, maintain, replace, repair and use a gas line or gas lines across the remaining land of Shetland Properties/Andover.
- h. Rights of flowage and rights of sewer and drain maintenance set forth in that certain deed from James E. McGovern to Henry P. Binney, Trustee dated August 12, 1909 recorded in Book 277, Page 310.

- i. Easement rights set forth in that certain deed from Henry P. Binney, Trustee to American Woolen Company recorded in Book 435, Page 215.
- j. Easement rights contained in a deed dated November 3, 1961 from Boston and Maine Railroad recorded in Book 948, Page 226.
- k. Easements, and rights-of-ways set forth in a Deed from Textron, Inc. to Raytheon Company dated April 28, 1961 recorded in Book 935, Page 206. Said easements are also referred to in the deed to Andover Mills Realty Limited Partnership recorded in Book 2389, Page 194 and in the Deed to Andover Shawsheen Realty Company recorded in Book 565, Page 87.
- l. Rights arising out of Licenses No. 4489, and License No. 4321 providing for the construction of Bailey Bridge, dated October 13, 1961, and May 23, 1969 respectively, and recorded in Book 946, Page 53, and Book 917, Page 465.
- m. Easements for the benefit of Lots 3 and 5 set forth in a Deed from Andover Mills Realty Limited Partnership to Route 3 Land Corporation recorded in Book 3087, Page 347.

For Mortgagor's Title See Deed recorded in Book 13994, Page 71.