

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 granted by DWT Holdings, LLC, a Massachusetts Limited Liability Company (the "**Mortgagor**") to North Shore Bank, a Co-Operative Bank (the "**Mortgagee**") dated as of May 19, 2020 and recorded with the Essex North Registry of Deeds at Book 16312, Page 149, (the "**Mortgage**"), encumbering the property described in the Mortgage located in North Andover, Essex County, Massachusetts further described on Exhibit A annexed hereto and specifically incorporated herein by reference (the "**Mortgaged Property**"), 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, August 7, 2024 at 11:00 A.M. EDT**. The sale of the Mortgaged Property described above will be referred to hereinafter as the "**Sale**". The Sale shall be held on the Mortgaged Property, being all and singular the premises described in said Mortgage, commonly known and numbered as 40 Flagship Drive f/k/a 0 Flagship Drive, North Andover, Essex County Massachusetts 01845.

TERMS OF SALE:

A non-refundable deposit of **FIFTY THOUSAND 00/100 DOLLARS (\$50,000.00)** 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) business 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.

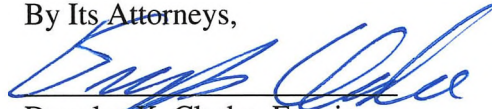
From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

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.

NORTH SHORE BANK,
Present Holder of the Mortgage,

By Its Attorneys,



Douglas K. Clarke, Esquire
Rierner & Braunstein LLP
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EXHIBIT A
(Real Property)
Property Description

The land in North Andover shown as Lot F' on a plan entitled "Plan of Land prepared for Willow Industrial Park located in North Andover, Mass.," surveyor Frank C. Gelinas and Associates, dated February 20, 1980, revised March 19, 1980 and recorded at North Essex Registry of Deeds as Plan #8352. Said lot is more particularly bounded and described as follows:

NORTHERLY by Flagship Drive, 170.86 feet;
EASTERLY in two courses by Lot E', 701.77 feet;
SOUTHERLY by land now or formerly of Mottola, 272.01 feet;
WESTERLY by Lot G', 544.39 feet.

Said Lot F' contains 176,953 square feet according to said Plan.

For title reference, see Deed dated April 1, 2020 and recorded with the Essex North District Registry of Deeds in Book 16254 Page 68.