

**NOTICE OF POSTPONEMENT OF MORTGAGEE'S AUCTION SALE OF REAL
ESTATE AND IMPROVEMENTS THEREON**

[Land and Improvements known as “Watermills” at
330-350 Pleasant Street, Watertown, MA (the “Premises”)]

With reference to the duly-noticed and published *MORTGAGEE'S NOTICE OF AUCTION SALE OF REAL ESTATE AND IMPROVEMENTS THEREON* (the “Notice”), a copy of which is attached as Exhibit A, please be advised that due to the December 8, 2025 petition for bankruptcy filed by mortgagor PSCD Trinity, LLC, **the auction Sale of the Premises is hereby continued and postponed until Wednesday, March 4th, 2026 at 11 a.m.**, at which time the Sale of the Premises will be reconvened and conducted, on and subject to the terms set forth in the Notice.

Service Capital, LLC and Service Federal Credit Union
By their attorneys,
PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP

/s/Adam J. Shub
Adam J. Shub, MA Bar #678498
Daniel P. Luker
Phone (603) 410-1500
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I hereby confirm that this *Notice of Postponement* was read aloud at the Premises a 11 a.m. on Wednesday December 10, 2025; that copies of this *Notice of Postponement* were made available to those present upon request; and that copies of this *Notice of Postponement* were emailed to interested parties on our mailing list.

PAUL MCINNIS LLC

By _____

Exhibit A

**MORTGAGEE'S NOTICE OF AUCTION SALE OF REAL ESTATE AND
IMPROVEMENTS THEREON**

By virtue and in execution of the statutory power of sale contained in a *Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (With Construction Features)* granted by PSCD Trinity, LLC to Service Capital, LLC dated October 27, 2016 and recorded with the Middlesex South Registry of Deeds at Book 68289, Page 270; a *Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (With Construction Features)* granted by PSCD Trinity, LLC to Service Federal Credit Union (formerly Service Credit Union) dated July 29, 2020 and recorded with the Middlesex South Registry of Deeds at Book 75256, Page 500; and a *Mortgage, Assignment of Rents, Security Agreement and Fixture Filing* granted by PSCD Trinity, LLC to Service Federal Credit Union dated April 7, 2021 and recorded with the Middlesex South Registry of Deeds at Book 77464, Page 41 (collectively, the “**Mortgages**”), which Mortgages Service Capital, LLC and Service Federal Credit Union (together hereinafter, the “**Mortgagee**”) currently hold, respectively, as the original grantees thereof, and are duly authorized to foreclose pursuant to the powers of sale contained therein, for breach of the conditions thereof.

Time and Place of Sale; Premises to be Sold.

On **WEDNESDAY, DECEMBER 10, 2025 at 11:00 AM EST** Mortgagee will offer for sale, at public auction (the “**Sale**”), all and singular the premises described in said Mortgages, having an address of **330-350 Pleasant Street, Watertown, Middlesex County, Massachusetts** (collectively the “**Premises**”). The Sale shall be convened and conducted on or adjacent to the Premises, as more particularly described in the Mortgages as follows:¹

330 PLEASANT STREET, WATERTOWN, MASSACHUSETTS

The two parcels of land together with the buildings and improvements situated thereon located in Watertown, Middlesex County, Massachusetts, more particularly described as follows:

Lot A

Shown in a plan entitled "Plan of Land in Watertown, Mass." dated May 28, 1942, drawn by Cook & Sullivan, Engineers, recorded with the Middlesex County South Registry of Deeds in Book 6603, Page 48, and bounded and described as follows:

NORTHWESTERLY By Pleasant Street, one hundred (100) feet, as shown on said plan;

NORTHEASTERLY By land now or formerly of S. Triconi, one hundred eighty and 26/100 (180.26) feet, as shown on said plan;

¹ In the event of any discrepancy between the description of the Premises contained in this notice and the Premises as described in the Mortgages, the terms of the Mortgages shall control.

SOUTHEASTERLY By land of the Commonwealth of Massachusetts (Metropolitan District Commission) one hundred twenty four and 09/100 (124.09) feet, as shown on said plan; and

SOUTHWESTERLY By land now or formerly of Edward J. Sullivan, two hundred thirty nine and 60/100 (239.6) feet more or less, as shown on said plan.

Lot B

Shown on a plan entitled "Plan of Land in Watertown, Mass." dated April 5, 1943, drawn by Cook & Sullivan, Engineers, recorded with said deeds in Book 6669, Page 453, bounded and described as follows:

NORTHWESTERLY By Pleasant Street, one hundred (100) feet as shown on said plan;

NORTHEASTERLY By other land of the now or formerly of Julian shown as Lot A on said plan, two hundred thirty nine and 60/100 (239.6) feet, more or less;

SOUTHEASTERLY Along a curved line by land of the Commonwealth of Massachusetts (Metropolitan District Commission) one hundred and fifteen and 20/100 (115.20) feet as shown on said plan; and

SOUTHWESTERLY By other land now or formerly of Edward J. Sullivan, two hundred ninety six and 60/100 (296.6) feet, more or less, as shown on said plan.

340 PLEASANT STREET, WATERTOWN, MASSACHUSETTS

A certain parcel of land together with the buildings thereon, situated on the southeasterly side of Pleasant Street, in said Watertown, and bounded and described as follows:

NORTHWESTERLY by Pleasant Street, one hundred (100) feet;

NORTHEASTERLY by land now or formerly of Louis and Mary Julian, two hundred ninety-six and 6/10 (296.6) feet more or less, and shown as Lot B on "Plan of Land in Watertown, April 5, 1943, Cook & Sullivan, Eg." Recorded as Plan 86 of 1943 in the Middlesex South District Registry of Deeds, Book 6669, Page 453;

SOUTHEASTERLY by land of Commonwealth of Massachusetts (Metropolitan District Commission);

SOUTHWESTERLY by land now or formerly of Boccadoro, by a straight line running from Pleasant Street to land of the Commonwealth of Massachusetts, parallel

to, and one hundred (100) feet southwesterly of, the northeasterly line of the granted premises.

350 PLEASANT STREET, WATERTOWN, MASSACHUSETTS

A parcel of land situated on the southerly side of Pleasant Street in said Watertown and shown as Lot D2 on "Plan of Land in Watertown, Massachusetts", dated July 22, 1946, Cook & Sullivan, Engineers, recorded with Middlesex South District Deeds as Plan No. 1194, of 1946, Book 7031, Page 148.

Said lot is bounded as follows:

NORTHWESTERLY by Pleasant Street, sixty (60) feet;

NORTHEASTERLY by Lot C as shown on said plan, three hundred thirty-one and 8/10 (331.8) feet;

SOUTHEASTERLY by land of the Metropolitan District Commission by a curved line, sixty-one and 52/100 (61.52) feet; and

SOUTHWESTERLY by Lot D1 as shown on said plan, three hundred forty-five and 2/10 feet (345.2) feet.

For Mortgagor's Title see Quitclaim Deed dated October 27, 2016 recorded with the Middlesex South Registry of Deeds at Book 68289, Page 265.

Mortgagee notes for informational purposes the following exceptions from the title insurance policies issued in connection with the Mortgages and referenced as permitted encumbrances in the loan documents:

As affecting 330 Pleasant Street, Watertown, MA

- Subject to Taking for public way easement and the Taking of an Easement for such purposes by the Town of Watertown recorded in the Middlesex Southern District Registry of Deeds in Book 50905, Page 241.
- Order of Conditions by the Watertown Conservation Commission concerning DEP File No. 321 – 62 recorded in Book 27521, Page 157.
- Order of Conditions by the Watertown Conservation Commission concerning DEP File no. 321-0098 recorded in Book 37172, Page 520.
- Order of Conditions by the Town of Watertown Conversation Commission concerning DEP File no. 321-0163 recorded in Book 67639, page 254.

As affecting 340 Pleasant Street, Watertown, MA

- Order of Conditions by the Town of Watertown Conservation Commission concerning DEP File No. 321-0087 recorded in Book 32999, Page 458; as affected by Certificate of Compliance recorded in Book 63249, page 396.

- Order of Conditions by the Watertown Conversation Commission concerning DEP File No. 321-0089 recorded in Book 33819, Page 107; as affected by Certificate of Compliance recorded in Book 63249, Page 392.
- Order of Conditions by the Watertown Conversation Commission concerning DEP File no. 321-0163 recorded with said Registry of Deeds in Book 67639, Page 254.

As affecting 350 Pleasant Street, Watertown, MA

- Order of Conditions by the Town of Watertown Conversation Commission concerning DEP File no. 321-0163 recorded in Book 67639, page 254.
- Possible minor encroachment at northeast corner.

As affecting all parcels of the Premises

- Planning Board Decision granting PSCD Trinity, LLC a Special Permit with Site Plan Review being case number PB-2015-06SP/SR, dated February 21, 2017 and recorded in Middlesex South Registry of Deeds in Book 69015, Page 1.
- The rights of the public and others as in and to the Charles River, as lying southerly of the Premises.

TERMS OF SALE

The Sale will be conducted to foreclose all rights of redemption of PSCD Trinity, LLC and any and all persons, firms, corporations, entities, or agencies claiming by, from or under PSCD Trinity, LLC. The Premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights, rights of tenants, and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgages.

In order to qualify to bid at the Sale, prospective bidders (other than the Mortgagee) must deliver to the Mortgagee or its agent at time of the Sale a Two Hundred Fifty Thousand Dollars (\$250,000.00) deposit (“**Deposit**”) by certified check, cashier’s or treasurer’s check or bank draft payable to Mortgagee (“**Satisfactory Funds**”). The successful bidder at the sale shall be required to sign a Memorandum Agreement of Sale (“**Memorandum**”) at the conclusion of the Sale. Mortgagee shall have the right to retain the Deposit in the event that the successful bidder fails or refuses to execute the Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Memorandum. Mortgagee expressly reserves, in addition to its right to retain the Deposit, all rights at law and equity to enforce or recover damages with respect to any breach of the Memorandum. Unless otherwise provided in the Memorandum, all additional terms and conditions announced at the Sale by Mortgagee or its agents shall be deemed incorporated in the Memorandum. Deposits of unsuccessful bidders shall be returned at the conclusion of the Sale.

The successful bidder shall be required to deliver to Mortgagee, within two (2) business days following the Sale, time being of the essence, additional Satisfactory Funds in the amount necessary to increase the Deposit to five percent (5%) of the total amount of the winning bid (the “**Additional Deposit**”). If the successful bidder fails to timely pay such Additional Deposit, Mortgagee shall have the right, but not the obligation, to (i) convey the Premises to any other

bidder at the Sale, then or thereafter agreeing to purchase, with such purchase to be otherwise in accordance with the terms of the Memorandum, or (ii) at Mortgagee's election, and without obligation, purchase the Premises for itself at the price bid by the bidder who failed to close. Any such alternate disposition of the Premises shall in no way waive or limit Mortgagee's right to retain the Deposit or pursue its other rights and remedies against a non-closing successful bidder.

Conveyance of the Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's timely receipt of the balance of the purchase price and the successful bidder's satisfaction of the terms and conditions of the Memorandum (the "**Closing**"). **The Closing must be consummated within sixty (60) days after the Sale, time being of the essence.** The purchaser shall be responsible for the recording of the foreclosure deed and shall pay all transfer or other taxes and recording fees due in connection therewith.

The Premises will be offered and sold subject to any and all outstanding all leases, occupants, tenancies or rights of parties in possession now or at the time of the Sale and to rights or claims in personal property installed by tenants or former tenants now located on the Premises, and to applicable laws and regulations, including without limitation, all building and zoning laws and ordinances.

No Warranties

THE PREMISES WILL BE OFFERED AND SOLD "**AS IS AND WHERE IS,**" WITHOUT WARRANTY AS TO ANY ENVIRONMENTAL OR OTHER CONDITION OF OR TITLE TO THE PREMISES, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE SO-CALLED IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, SUCH WARRANTIES BEING ALL EXPRESSLY DISCLAIMED BY MORTGAGEE.

Mortgagee makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters in the description of the Premises, (b) the legal status or condition of any building or improvements on the Premises, or (c) the Premises' compliance with zoning or any other federal, state, or local law or regulation.

Reserved Rights

Mortgagee, in its sole discretion, may amend or alter the terms of the Sale at the Sale or any postponement thereof, orally or by written notice at or prior thereto, with such amended or altered terms to be binding upon all bidders. Mortgagee may postpone, continue, suspend, or cancel the Sale by written notice or by announcement at the sale or posting at the Premises. Mortgagee may, without registering or posting a deposit, bid on, and make successive bids on, and purchase the Premises at the Sale, and may reject, disqualify, or accept bids at its sole discretion. In the event that a successful bidder fails to execute the Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Memorandum, Mortgagee shall have the right, but not the obligation, to (i) convey the Premises to any other bidder at the Sale, then or thereafter agreeing to purchase, with such purchase to be otherwise in accordance with the terms of the Memorandum,

or (ii) at Mortgagee's election, and without obligation, purchase the Premises for itself at the price bid by the bidder who failed to close. Any such alternate disposition of the Premises shall in no way waive or limit Mortgagee's right to retain the Deposit or pursue its other rights and remedies against a non-closing successful bidder.

OTHER TERMS TO BE ANNOUNCED AT THE SALE.

FOR INQUIRIES CONCERNING THE AUCTION, PLEASE CONTACT PAUL MCINNIS, PAUL MCINNIS LLC (MA Lic. # AU0000205) AT ONE JUNIPER ROAD, NORTH HAMPTON, NH 03862 OR (603) 964-1301.

Service Capital, LLC and Service Federal Credit Union
By their attorneys,
PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP

/s/Adam J. Shub

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