

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

[Land and Improvements Thereon (if any) at 341 Broadway Road and 226 & 250 Loon Hill Road in Dracut, 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 **the foreclosure auction and sale of the Premises has been postponed and rescheduled to Tuesday, May 12, 2026 at 11:00 a.m. EST**, 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 Federal Credit Union
By its attorneys,
PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP

/s/Adam J. Shub
Adam J. Shub, MA Bar #678498
Daniel P. Luker
Phone (603) 410-1500
dluker@preti.com

I hereby confirm that this *Notice of Postponement* was read aloud at the Premises a 11 a.m. on Thursday April 2nd 2026; 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 (IF ANY) 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 World Dracut, LLC to Service Federal Credit Union dated April 7, 2021 and recorded with the Middlesex North Registry of Deeds at Book 35591, Page 151 (the “**Mortgage**”), which Mortgage Service Federal Credit Union (hereinafter, the “**Mortgagee**”) currently holds as the original grantee thereof, and is duly authorized to foreclose pursuant to the power of sale contained therein, for breach of the conditions thereof.

Time and Place of Sale; Premises to be Sold.

On **THURSDAY, APRIL 2, 2026 at 11:00 AM EST** Mortgagee will offer for sale, at public auction (the “**Sale**”), the premises described in said Mortgage, together with any improvements thereon (the “**Premises**”), which have an address of **341 Broadway Road and 226 & 250 Loon Hill Road, Dracut, Middlesex County, Massachusetts**. The Sale shall be convened and conducted on or adjacent to the Premises, on the southern (Loon Hill Road) access to the Premises.

The Premises are more particularly described in Exhibit A to the Mortgage¹ as follows:

A certain tract or parcel of land situate in Dracut, County of Middlesex North, Commonwealth of Massachusetts;

The land in Dracut, County of Middlesex, Commonwealth of Massachusetts, shown as Lots A-2, A-3 and A-4 on a plan entitled, “Plan of Land in Dracut, Mass., Scale: 1” = 100’, January 22, 1987, Owner/Developer: G & P Construction Corp., 130 Commerce Way, Woburn, MA 01801, Engineer/Surveyor: Robert M. Gill & Assoc., Inc., 418 Bridge St., Lowell, MA”, which plan is recorded in Middlesex North District Registry of Deeds, Plan Book 168, Plan 112 (the “Plan”)

Lots A-2, A-3 and A-4 are also subject to a 200-foot wide Easement to New England Power Company which passes through the southerly portion of said lot, as shown on the Plan.

Lot A-4 is also subject to a 50-foot wide Right-of-Way Easement as shown on a “Plan of Land in Dracut, Mass. For G & P Development, Scale: 1” = 100”, November 21, 1989, Robert M. Gill & Associates, Inc., Civil Engineers & Land Surveyors, 418 Bridge St., Lowell, MA 01850”, which plan is recorded in Middlesex North District Registry of Deeds, Book of Plans 171, Plan 148.

Reference is made to the Plan for a more particular description.

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

For Mortgagor's Title see Quitclaim Deed dated March 27, 2021 recorded with the Middlesex North Registry of Deeds at Book 35591, Page 144.

Mortgagee notes *for informational purposes only, without representation or warranty*, the following exceptions from the title insurance policies issued in connection with the Mortgage and referenced as permitted encumbrances in the loan documents:

- All matters noted and depicted on Plan Book 168, Plan 112, as may apply.
- All matters noted and depicted on Plan Book 150, Plan 112, as may apply.
- All matters noted and depicted on Plan Book 158, Plan 63, as may apply.
- All matters noted and depicted on Plan Book 131, Plan 165, as may apply.
- All matters noted and depicted on Plan Book 90, Plan 69, as may apply.
- All matters noted and depicted on Plan Book 71, Plan 148, as may apply.
- Ordering of Taking by Northeastern Gas Transmission Company dated April 26, 1952 at Book 1193, Page 580, as affected by instruments at Book 2477, Page 269 and 472, Book 11302, Page 255 and Book 11466, Page 162, as thereon noted; and Plan Book M, Plan 312.
- Easements to Northeastern Gas Transmission at Book 1174, Page 1 and Book 1193, Page 580, as noted in Deed at Book 1252, Page 32.
- Easement to New England Power Company dated January 5, 1968, at Book 1831, Page 598, as confirmed by instrument at Book 1831, Page 555.
- Order of Conditions dated August 23, 1974, Dracut Conservation Commission at Book 2131, Page 715, as further referenced to Book 3092, Page 249 thereon, for Certificate of Compliance.
- Boundary Agreement between Pawtucket Development Corporation and George W. Callahan et al. dated May 16, 1985 at Book 3054, Page 21, referencing plan at Plan Book 147, Plan 33.
- Reservation of Right of Way Easement in Deed at Book 5501, Page 162, including as referenced to Plan Book 171, Plan 148 and 200-foot Easement to New England Power Company, therein referenced.
- Order of Conditions, MEP File #145-861, dated November 13, 2009 at Book 23630, page 84.
- Order of Conditions, MEP File #145-763, dated April 11, 2007 at Book 23801, Page 167 as extended on February 12, 2015 by Extension Permit at Book 28830, Page 184, and on April 7, 2010 and March 10, 2015 at Book 28968, Page 297, as further amended at Book 28968, Page 273.
- Certificate of Conditions recorded on October 8, 2020 at Book 34743, Page 140.
- Dracut Sewer Commission Vote regarding Order of Takings dated August 16, 2010 at Book 24187, Page 61, as confirmed by instrument at Book 24187, Page 63.
- Finding and Decisions from Town of Dracut Board of Appeals for Comprehensive Permit recorded on March 12, 2015 at Book 28885, Page 231, together with Extension of Time on Granted Comprehensive Permit pursuant to M.G.L. Chapter 40B dated October 15, 2020 from Town of Dracut Board of Appeals recorded on November 19, 2020 at Book 34967, Page 54.
- All matters noted and depicted on plan at Plan Book 113, Plan 62A.

- Easement Reservation in Deed at Book 2001, Page 220 for Northeastern Gas Transmission Company and New England Paving.
- Affidavit of Robert M. Gill, Professional Land Surveyor dated March 16, 2021 and recorded at Book 35591, Page 148.
- Notice of Sale dated April 6, 2021 and recorded at Book 35594, Page 225.
- All matters noted and depicted on an unrecorded plan entitled “Plan of Land in Dracut, Massachusetts, Tax Map 37, Block 86, Lot 1, 341 Broadway Road, Dracut, Massachusetts” prepared by Landplex, dated December 16, 2020, including wetlands, 200-foot New England Power Easement, 50-foot R.O.W., 30-foot utility easement, and plans thereon.

TERMS OF SALE

The Sale will be conducted to foreclose all rights of ownership and redemption of World Dracut, LLC and any and all persons, firms, entities, or agencies claiming by, from or under World Dracut, 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 others, and encumbrances of any and every nature which are or may be entitled to precedence over the Mortgage.

In order to qualify to bid at the Sale, prospective bidders (other than the Mortgagee) must deliver to the Mortgagee or its agent at prior to the commencement of the Sale a deposit of Fifty Thousand Dollars (\$50,000.00) (the “**Deposit**”) by certified check, cashier’s or treasurer’s check, or bank draft (“**Satisfactory Funds**”) payable to Mortgagee. The successful bidder at the sale shall be required to sign a binding Memorandum Agreement of Sale (“**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 Sale Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Sale 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 Sale 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 Sale 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 forty-eight (48) hours 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**”), which shall also be non-refundable. If the successful bidder fails to timely pay such Additional Deposit, Mortgagee shall have the right, at its election, (i) to convey the Premises to any other bidder at the Sale then or thereafter agreeing to purchase the Premises, with such purchase to be otherwise in accordance with the terms of the Sale Memorandum, or (ii) to 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 Sale Memorandum (the “**Closing**”). **The Closing**

must be consummated within forty-five (45) days after the Sale, time being of the essence. The purchaser shall be responsible for the recording of the foreclosure deed and payment of 100% of any and all transfer or other taxes and recording fees due in connection therewith.

The Premises will be offered and sold subject to the rights of parties in possession, if any, now or at the time of the Sale; to rights with respect to any personal property located on the Premises owned by persons or entities other than the Mortgagor, and to applicable laws and regulations, including without limitation all federal, state, and local building, safety, and land use 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 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 improvements on the Premises, or (c) the Premises’ compliance with zoning or any other federal, state, or local law, ordinance, 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 Sale Memorandum or to timely complete the purchase of the Premises on the terms set forth in the Sale Memorandum, Mortgagee shall have the right, but not the obligation, (i) to 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 Sale Memorandum, or (ii) at Mortgagee’s election, and without obligation to 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 and any Additional Deposit or pursue its other rights and remedies against a non-closing successful bidder.

OTHER TERMS MAY 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 Federal Credit Union
By its attorneys,
PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP

/s/Adam J. Shub

Adam J. Shub, MA Bar #678498

Daniel P. Luker

Preti, Flaherty, Beliveau & Pachios, PLLP

P.O. Box 1318

Concord, New Hampshire 03302-1318

Phone (603) 410-1500

Fax (603) 410-1501

dluker@preti.com