

**LEGAL NOTICE OF REAL ESTATE FORECLOSURE AND SECURED PARTY'S
SALE OF BUSINESS ASSETS & EQUIPMENT**

Pursuant to the power of sale contained in a *Commercial Real Estate Mortgage* dated October 29, 2015 and recorded at the Town of St. Johnsbury Land Records at Book 401, Page 310 (the "**Mortgage**") granted by North East Response Services RE LLC ("**Mortgagor**") to The Provident Bank, and now held by Needham Bank ("**Mortgagee**"), as successor in interest to The Provident Bank, and in execution of said power of sale and other rights set forth in the Mortgage for conditions broken, Mortgagee will foreclose upon and sell the property described in the Mortgage, together with vehicles, trailers, and other business equipment and assets subject to the security interest granted to Mortgagee pursuant to a *Commercial Security Agreement* executed by Mortgagor's tenant and affiliate, North East Response Services, LLC ("**NER**S"), as further evidenced by the UCC financing statement filed with the Vermont Secretary of State, Filing #0290865, # 0290864, #0401091 (collectively, the "**Business Assets**") at public auction, as specified below.

Time and Place of Sale; Premises to be Sold:

On **Thursday, July 16, 2026 at 11:00 AM EST**, Mortgagee will offer for sale at public auction (the "**Auction Sale**") the premises as described in the Mortgage (the "**Premises**"), consisting of the land and improvements located at and known as **50 Saint Mary Street, St. Johnsbury, Caledonia County, Vermont 05819**, also believed to be designated as Town of St. Johnsbury Assessor's Parcel ID 241064, together with the Business Assets at the Premises. The Premises and the Business Assets may be offered for sale as an entirety and/or separately, at Mortgagee's discretion. The Auction Sale will be convened and conducted at the Premises.

The legal description of the Premises in the Mortgage is as follows:

Being all and the same lands and premises conveyed to Chadwick Roy and Kristina Roy by virtue of Warranty Deed of Menut & Parks, Inc. dated October 22, 2009 and recorded October 26, 2009 in Book 343 at Page 469 of the Town of St. Johnsbury Land Records and further described as follows:

Being all and the same lands and premises conveyed to Menut and Parks, Inc. by Te Menut & Parks Company dated May 16, 1952 and recorded May 19, 1952 in Book 101 at Page 81 of the Town of St. Johnsbury Land Records.

Reference may be had to the above mentioned deeds and records therein referred for a more particular description of the premises.

The Mortgage is available for inspection at the Town of St. Johnsbury Land Records or upon request from the undersigned. 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.

The Auction Sale will be conducted to foreclose all rights of redemption of the Mortgagor and any and all persons, firms, corporations, entities, or agencies claiming by, from, or under the Mortgage.

Terms of Sale

The Premises and Business Assets will be sold subject to any and all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights 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 must deliver to the Mortgagee or its agent at time of the Auction Sale a \$5,000 deposit ("**Deposit**") in cash or by certified check, cashier's or treasurer's check or bank draft

or other form of payment acceptable to Mortgagee in its sole discretion (“**Satisfactory Funds**”). Successful bidder(s) shall be required to sign a Memorandum Agreement of Sale (“**Sale Memorandum**”) at the conclusion of the Auction Sale. The Deposit shall be forfeited to and become the property of the Mortgagee in the event that the successful bidder fails or refuses to execute the Sale Memorandum or to timely complete the purchase of the Premises or the specified Business Assets 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 Sale Memorandum, all additional terms and conditions announced at the sale by Mortgagee or its agents shall be deemed incorporated in the Sale Memorandum.

- Conveyance of the Premises shall be by foreclosure deed to be delivered to the successful bidder upon Mortgagee’s timely receipt of the balance of the Sale Auction purchase price and the successful bidder’s satisfaction of the terms and conditions of the Sale Memorandum. **The closing must take place within thirty (30) days after the Auction Sale, time being of the essence.** The purchaser shall be responsible for recording of the foreclosure deed and shall pay all transfer taxes, recording fees, and any other charges due in connection with the foreclosure deed.
- Business Assets (whether all of the Business Assets or selected pieces thereof) will be transferred to the successful bidder(s) at the Sale Auction for such Business Assets via secured party’s quitclaim bill of sale upon each such bidder’s delivery to Mortgagee of the accepted bid price therefor, also **within thirty (30) days after the Auction Sale, time being of the essence.**

Successful bidders shall assume all risk of loss or damage to the Premises or Business Assets following the Auction Sale.

No Warranties

THE PREMISES AND THE BUSINESS ASSETS WILL BE OFFERED AND SOLD “**AS IS AND WHERE IS,**” WITHOUT WARRANTY AS TO ANY CONDITION OF OR TITLE TO THE PREMISES OR BUSINESS ASSETS, 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, (c) the Premises’ compliance with zoning or any other federal, state, or local law or regulation, or (d) the condition of or title to and ownership of any of the Business Assets.

Reserved Rights

The Mortgagee, in its sole discretion, may amend or alter the terms of the Auction Sale at the Auction 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 Auction Sale by announcement or posting at the Premises. The Mortgagee may bid on, and make successive bids on, and purchase the Premises at the Auction 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 or Business Assets on the terms set forth in the Sale Memorandum, Mortgagee shall have the right, but not the obligation, to (i) convey the Premises or subject Business Assets to any other bidder at the Auction Sale, then 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, purchase the Premises or such Business Assets for itself at the price bid by the bidder who failed to close. Any such alternate disposition of the Premises or any Business Assets 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.

Any such alternate disposition of the Premises or any Business Assets 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.

The Mortgagor and all junior lienholders are hereby notified that at any time before the Auction Sale, the Mortgagor and any junior lienholders have a right to petition the Caledonia Superior Court, with service upon the Mortgagee, and upon such bond as the court may require, to enjoin the scheduled Auction Sale. Failure to institute such petition and complete service upon the Mortgagee or the undersigned shall bar any action or right of action of the Mortgagor or any junior lienholder based on the validity of the foreclosure, the right of the mortgagee to conduct the Auction Sale, or compliance by the Mortgagee with the notice requirements and other conditions of Vermont law.

Mortgagor Right to Redeem Premises

The Mortgagor and any other person entitled to notice have the right to redeem the Premises at any time prior to the completion of the Auction Sale by tendering payment in full of all obligations to Mortgagee secured by the Premises, together with the reasonable expenses and attorneys' fees incurred by Mortgagee in connection therewith. To redeem the Premises, such redemption payment must be made in certified funds and delivered to the undersigned or Mortgagee prior to the Auction Sale date, in which event the Auction Sale shall be canceled. For the exact amount necessary to redeem the Premises, please contact the undersigned at the address and telephone number listed below.

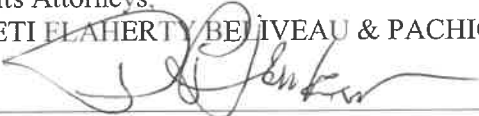
For Service of Process, Mortgagee's agent and address is Preti Flaherty Beliveau & Pachios, PLLP, 57 N. Main Street, P.O. Box 1318, Concord, NH 03302-1318, Attention Attorney Daniel P. Luker.

OTHER TERMS TO BE ANNOUNCED AT THE AUCTION SALE.

For further information, interested parties should contact James St. Jean Auctioneers (VT License No. 638), 45 Exeter Road, PO Box 400, Epping, NH 03042 or at (603) 734-4348 or www.jsjauctions.com for further information.

Dated this 12th day of May, 2026.

NEEDHAM BANK
By its Attorneys,
PRETI FLAHERTY BELIVEAU & PACHIOS, PLLP



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