

Legal Notice

NOTICE OF MORTGAGEE'S/ SECURED PARTY'S SALE

Pursuant to the grant and power of sale contained in a certain Mortgage Deed dated March 26, 2007, granted by **Francesco Rotondo, Trustee of the Garrison Place Real Estate Investment Trust**, under Declaration of Trust dated April 23, 1998, in the principal amount of \$8,400,000.00, as recorded with the Rockingham County (N.H.) Registry of Deeds at Book 4781, Page 23; and certain Mortgage Deed dated March 27, 2007, granted by Francesco Rotondo, Trustee of the Garrison Place Real Estate Investment Trust, under Declaration of Trust dated April 23, 1998, in the principal amount of \$8,400,000.00, as recorded with the Strafford County (N.H.) Registry of Deeds at Book 3509, Page 194 (together the "Mortgages"); Security Agreement dated March 26, 2007 (the "Security Agreement"); Assignment of Rents and Leases, dated March 27, 2007 and recorded in Rockingham County Registry of Deeds, at Book 4781, Page 34; Assignment of Rents and Leases, dated March 26, 2007 and recorded in Strafford County Registry of Deeds, at Book 3509, Page 205 (together the "Assignments"); Subordination, Non-Disturbance and Attornment Agreement dated March 26, 2007, recorded in Rockingham County Registry of Deeds in Book 4781, Page 79; Subordination, Non-Disturbance and Attornment Agreement dated March 27, 2007, recorded in Strafford County Registry of Deeds in Book 3509, Page 225 (together the "Subordination Agreements"); UCC Financing Statement, filed with the NH Secretary of State on April 3, 2007; UCC Financing Statement, filed with the Rockingham County Registry of Deeds on April 6, 2007 at Page 4784, Book 2192; and UCC Financing Statement, filed with the Strafford County Registry of Deeds on April 4, 2007 at Page 3512, Book 821; (together the "UCCs"), Roswell Commercial Mortgage, LLC (the "Mortgagee"), as holder of the Mortgages, Assignments, Subordination Agreements and UCCs, will sell at public auction, for condition broken, the following:

Real Estate to be Sold: that certain tract of land with the buildings thereon located in Nottingham, NH known as the homestead farm of the late Asa G. Chesley; and land in Barrington, NH known as the Garland Lot and owned by the late Asa G. Chesley, (the "Premises"), as described more fully in the Mortgages. The Premises are commonly referred to as a portion of the "USA Springs facility" or part of 135-155-165 Old Turnpike Road in Nottingham, NH.

Personality to be Sold: all goods, furniture, office equipment, furnishings, equipment, machinery, inventory, fixtures, and other tangible personal property owned by the mortgagor and located at or used in connection with the Premises (excluding accounts and payment rights), if any, as more fully described in and granted as additional collateral to Mortgagee under the Security Agreement (the "Personality").

Date, Time and Place of Sale: The sale shall be at 155 Old Turnpike Road, Nottingham, NH on June 30, 2008 at 10:00 a.m., contemporaneously with the sale of other related properties.

Terms of Sale: The Premises (together with the Personality, if any) will be sold subject to all unpaid taxes and other municipal assessments and liens therefor, and all other permits, approvals, restrictions, covenants, licenses, liens, easements, rights and encumbrances of any and every nature, which are or may be entitled to precedence over the Mortgages or the Security Agreement. The Premises shall be offered and sold as an entirety. Any Personality included in the sale may be offered and sold with the Premises, as an entirety, in lots, by the piece, selectively, or in some combination thereof, at Mortgagee's sole discretion. Both the Premises and any Personality will be offered and sold "AS IS and WHERE IS." Mortgagee makes no representations or warranties with respect to (a) the accuracy of any statement as to the boundaries, acreage, frontage or other matters contained in the description of the Premises contained in

the Mortgages or (b) any description, characterization, or condition of any Personality that may be offered for sale.

In order to qualify to bid at the foreclosure sale, interested persons must present to the Mortgagee or its agent at time of auction a \$100,000.00 deposit (the "Deposit") in cash or by certified check, cashier's or treasurer's check or bank draft ("Satisfactory Funds") or other form of payment acceptable to Mortgagee in its sole discretion. The successful bidder shall also deliver to Mortgagee, within five (5) days following the auction, time being of the essence, either (i) additional Satisfactory Funds in the amount necessary to increase the Deposit to ten percent (10%) of the total amount of the winning bid or (ii) written proof acceptable to Mortgagee, in its sole discretion, of the successful bidder's financial ability to timely pay the balance of the bid price. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum Agreement of Sale at the conclusion of the public auction and must pay the balance of the bid price in full, together with 100% of all real estate transfer taxes thereon, in Satisfactory Funds, upon Mortgagee's tender of a foreclosure deed to the Premises and (if applicable) a secured party's bill of sale for the Personality, within forty-five (45) days following the sale date (the "Closing"), time being of the essence. Mortgagee shall have the right to retain the Deposit in the event of buyer's breach of its bid commitment or any aspect of the Memorandum Agreement of Sale.

Reservation of Rights: Mortgagee reserves the right, in its sole discretion, (i) to suspend the sale or continue the sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) to bid upon and purchase the Premises or any Personality; (iii) to reject any and all bids for the Premises or any Personality, for any reason; (iv) to accept contingent backup bids, without in any way limiting Mortgagee's right to retain the deposit of a non-closing or otherwise defaulting successful bidder; and (v) to amend the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure auction, with any such amendment to be binding on all bidders.

NOTICE TO MORTGAGOR AND ANY PERSON CLAIMING UNDER SAME: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

For further information with respect to the foreclosure auction, please contact the undersigned or James R. St. Jean Auctioneers, 250 Commercial Street, Suite 1011, Manchester, New Hampshire 03101, at (603) 624-1818 or jsjauctions.com.

Dated this 30th day of May 2008.

ROSWELL COMMERCIAL
MORTGAGE, LLC

By Its Attorneys

PRETI FLAHERTY BELIVEAU &
PACHIOS, PLLP

By John M. Sullivan, Esq.

P.O. Box 1318

Concord, NH 03302-1318

(603) 410-1500

(UL - June 9, 16, 23)

USA SPRINGS
FORECLOSURE
NOTICE

UNION LEADER

JUNE 9, 2008

Page C9