

INDENTURE OF MORTGAGE AND DEED OF TRUST TO SECURE DEBT (hereinafter, together with any indentures supplemental hereto, termed this "Indenture"), dated as of the 15th day of June, 1970 made by and between SECOND LULWORTH PROPERTIES, INC. (the "Company"), party of the first part, and THE NATIONAL SHAWMUT BANK OF BOSTON, a national banking association, having its principal office and place of business at 40 Water Street, Boston, Mass. (the "Trustee") and L. H. Baker, of Boston, Massachusetts (the "Individual Trustee") as Trustees (collectively the "Trustees"), parties of the second part:

WHEREAS, the Company is authorized by law and deems it necessary to borrow money for its proper corporate purposes, to issue its notes therefor and to mortgage its properties hereinafter described or mentioned in order to secure the payment thereof, and, to that end, in the exercise of such authority, the Board of Directors and the stockholders of the Company have duly authorized the execution and delivery of this Indenture to provide for notes to be issued hereunder from time to time limited to the total aggregate principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000) to be known and designated as its 10 1/4% Mortgage Notes (herein together with all outstanding notes at any time delivered pursuant to the provisions of this Indenture, collectively termed the Notes), to secure the payment of the principal of, and the interest and premium, if any, on the Notes and to establish and declare the terms and conditions upon which the Notes are to be issued and secured, which Notes shall be in such form and issuable as in this Indenture hereinafter provided; and

WHEREAS, the Notes are to be substantially in the following form respectively, with such omissions, insertions and variations as are in this Indenture provided or permitted:

(FORM OF NOTE)

SECOND LULWORTH PROPERTIES, INC.
10 1/4% Mortgage Note
Due April, 1971

SECOND LULWORTH PROPERTIES, INC., a corporation of the State of Delaware (the "Company") for value received hereby promises to pay to or order at the principal office of the Trustee hereinafter described, in lawful money of the United States of America, on the 1st day of April 1971, the principal sum of Dollars (\$ _____), with interest thereon in like money