



2009 00152700

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**HOME INVESTMENT PARTNERSHIPS PROGRAM**

**LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND  
CONDITIONAL ASSIGNMENT OF LEASES AND RENTS**

This Mortgage is made this 17<sup>th</sup> day of June, 2009, by and between the SLI Douglas House Limited Partnership, with a mailing address at 17 Warren Avenue, Woburn, Massachusetts 01801 (the "Borrower") and the Town of Lexington (the "Lender"), having a mailing address of 1625 Massachusetts Avenue, Lexington, Middlesex County, Massachusetts 02420, its successors and permitted assigns.

ARTICLE I. DEFINITIONS

Borrower: The Borrower named herein and its successors in title.

Loan: The loan of \$111,498 to the Borrower from the Lender pursuant to the Loan Agreement.

Loan Agreement: The HOME Loan Agreement, as amended, by and between the Lender and the Borrower setting forth the terms under which Lender will provide HOME Loan funds to Borrower.

Loan Documents: The Note, the Loan Agreement, this Mortgage, the Affordable Housing Restriction and all other documents executed in connection with the Loan.

Lender: The Lender named herein and any subsequent holder of this Mortgage.

Note: The promissory note of the Borrower in the amount of \$111,498.00 payable to the order of the Lender.

Permitted Encumbrances: The liens and encumbrances set forth in Exhibit B hereto.

Project: The Project as defined in Section 3 of the Loan Agreement.

Property: The mortgaged property as defined in Article II hereof.

ARTICLE II. GRANTING CLAUSE

The Borrower hereby irrevocably grants, mortgages, transfers and assigns to the Lender, with MORTGAGE COVENANTS, all the following property:

The parcel or parcels of land together with any improvements now or hereafter situated thereon, all as described in Exhibit A attached hereto and incorporated herein. Together with all buildings and structures and fixtures owned by the Borrower erected or placed on such parcel or parcels now or hereafter attached to or used in connection therewith, including without limitation to the extent such constitute fixtures, all pipes, lines, conduits and other facilities for public or private utilities or services, all elevators, screens, doors, awnings, blinds, shades, gas and electric

Return to:

Daniel C. Hill  
31 5TH Street  
Charlestown, MA 02129

70 Oakland St., Lexington, MA

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fixtures, all heating, lighting, refrigerating, plumbing, ventilating, air conditioning, sprinkling equipment and all other items of whatsoever kind and nature reasonably necessary to the continued use and operation of the Property. Together with the entire interest of the Borrower in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to the Property, belonging or in any way appertaining thereto, and all right, title and interest of the Borrower in and to any streets, ways or alleys adjoining the Property or any part thereof. Together with all proceeds paid for any damage to the Property or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth. Together with all of the rents, issues, benefits and profits of the Property as provided herein and all of the records and books of account now or hereafter maintained by the Borrower in connection with the operation thereof.

This Mortgage is intended also to be a Security Agreement, Financing Statement and Fixture Filing under the Massachusetts Uniform Commercial Code with respect to such portions of the Property that are fixtures or other collateral in which a security interest may be perfected under Article 9 of the Massachusetts Uniform Commercial Code.

SUBJECT, HOWEVER, to the Permitted Encumbrances.

This conveyance is made for the purpose of securing:

(1) Performance of all obligations of the Borrower under the terms of the Note and all amendments, modifications or restatements thereof or substitutions therefor, including payment of all amounts due pursuant thereto.

(2) Performance of each and every obligation of the Borrower contained in this Mortgage and payment of all sums due hereunder.

(3) Performance of the obligations of the Borrower under all other Loan Documents.

### ARTICLE III. COVENANTS AND WARRANTIES

The Borrower covenants, warrants and agrees as follows:

3.1 The Borrower has good record and marketable title to the leasehold interest in Property, free and clear of all liens and encumbrances except for the Permitted Encumbrances, and has the right to encumber the Property with the lien created by this instrument, which lien is subject only to the Permitted Encumbrances. The Borrower will defend the title hereto in any action affecting the rights of the Lender hereunder and pay all costs of any such action (including, but not limited to, attorney's fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against the Lender.

3.2 The Borrower shall perform and observe all of the terms and conditions of the Loan Documents and the loan documents of the Other Lenders as identified in Exhibit C, hereto,



including the obligation to make any payments as required therein.

3.3 The Borrower shall pay or cause to be paid prior to the time when interest or penalties would accrue thereon all taxes, water, sewer and other utility charges, and all other charges or assessments relating to the Property or the materials stored thereon or therein and other charges and encumbrances which are or may become a lien on the Property.

3.4 The Borrower shall keep the Property in good order, repair and condition, and will not permit, commit or suffer any waste, impairment, deterioration or environmental contamination of the Property or any part thereof.

3.5 The Borrower represents and warrants to the Lender that, to the best of Borrower's knowledge based upon the environmental site assessment reports provided to Lender (the "Site Assessment Reports"), except as set forth in the Site Assessment Reports, no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., is currently being generated, stored, released or disposed of on, under or from the Property; the Borrower shall not release or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law); and the Borrower shall provide the Lender with prompt written notice: (a) upon the Borrower's becoming aware of any release or threat of release of any hazardous substances upon, under or from the Property; (b) upon the Borrower's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and (c) upon the Borrower's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property. Notwithstanding the foregoing, the Borrower acknowledges that the Lender has not independently verified the material contained in the Site Assessment Reports, and that the Lender does not acknowledge the accuracy of the information and/or conclusions set forth therein.

3.6 The Borrower shall promptly repair, restore, rebuild, replace or alter as necessary any portion of the Property which may be damaged or destroyed by fire or other casualty, or taken by condemnation, as nearly as possible to the conditions such improvements were in prior to such damage, destruction or taking, subject to the provisions of Article V of this Mortgage. The Borrower shall give the Lender notice of any damage to the Property within five (5) business days of any such occurrence.



3.7 The Borrower shall comply with and observe its obligations as landlord under leases, if any, affecting the Property or any part thereof. The Borrower hereby assigns to the Lender as additional security, conditional upon default and subject to the Borrower's prior assignment to any of the Other Lenders, any and all leases for living units on the Property, whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Property from time to time accruing; and does agree that after a default hereunder beyond applicable grace periods and while such default continues, the Lender may, subject to the rights of the Other Lenders, modify and otherwise deal with all such leases or subleases with the same power and discretion which the Lender would have if the Lender were the owner of the Property free from any trust; and, in the event of default continuing beyond applicable grace periods, the Lender shall also have the power, subject to the rights of the Other Lenders, to make, execute and deliver new leases of all and any portion of the Property in the name of the Borrower, or in the name of any person or persons claiming under the Borrower on such terms and conditions as the Lender may in its reasonable judgment deem proper.

3.8 The Borrower hereby assigns to Lender, subject to the rights of Other Lenders, all of the Borrower's right, title and interest in all contracts, licenses, permits and financing commitments acquired by the Borrower (the "Contracts") in connection with the completion of the Project. The Borrower hereby agrees to perform in a timely manner all its obligations under the Contracts and to permit no default on its part to exist thereunder. So long as no default shall exist under the Loan Documents, the Borrower shall have the rights as the holder thereof in and with respect to the Contracts as may be lawfully permitted. Immediately upon the occurrence of any default under any of the Loan Documents which default shall not have been cured within the applicable grace period, if any, the rights described in the preceding sentence shall cease, and in such event the Lender is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority inuring to the borrower under any one or more of the Contracts as fully as the Borrower could itself. Further, and without limitation of the foregoing remedies, upon the occurrence of any such default, the Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in Massachusetts, with respect to each and every Contract in which a security interest may be obtained.

#### ARTICLE IV. INSURANCE

4.1 The Borrower will at all times (a) keep the Property insured, for the mutual benefit of the Borrower and the Lender and Other Lenders, as their respective interests may appear, in amounts not less than 100% of the full replacement cost of the Property, against loss or damage by (i) fire, (ii) such other risks and hazards as now are or hereafter may be insured under standard "Extended Coverage" forms or endorsements, and (iii) such other risks of damage as the Lender shall from time to time require; (b) maintain comprehensive general liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about the Property, such insurance to afford protection to such limits as the Lender may reasonably require but in no event shall the Lender require protection limits in excess of those approved by the Other Lenders; and (c) with respect to any construction undertaken at the Property, obtain



builder's risk insurance (100% completed value non-reporting form) in amounts satisfactory to the Lender, but never at any time less than full replacement value of the construction.

4.2 All insurance shall be evidenced by valid and enforceable policies in form and substance, and issued by such insurers, as are approved by the Lender. All policies of casualty insurance shall contain a standard non-contributory form of mortgage clause satisfactory to the Lender, which clause shall name the Lender as loss payee as its interest may appear and provide that such policies may not be canceled or amended without at least twenty (20) days' prior written notice to the Lender. Upon default, the Lender may act either in its name or as attorney for the Borrower (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts in payment of any loss.

#### ARTICLE V. DAMAGE BY FIRE OR OTHER CASUALTY; CONDEMNATION

In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Borrower shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

#### ARTICLE VI. DEFAULT PROVISIONS

The happening and continuance, for the period (if any) hereafter indicated, of any of the following events shall constitute an Event of Default hereunder:

6.1 Failure of the Borrower to pay any amount due under or with respect to the Note when due thereunder or failure of the Borrower to pay real estate taxes, utility charges or insurance premiums as required by Section 3.3 and Article IV hereof and the continuation of such failure for ten (10) days after written notice thereof from the Lender to the Borrower.

6.2 Failure of the Borrower to perform any of its obligations, covenants, or agreements contained in this Mortgage (other than as described in Section 6.1) and the continuance of such failure for thirty (30) days after written notice thereof from the Lender to the Borrower; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Borrower shall have such additional reasonable period of time to cure such default as may be necessary provided the Borrower shall have commenced



to cure such default within said thirty day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion, and the Lender does not reasonably deem this Mortgage jeopardized by such further delay.

6.3 The occurrence of a default under any other Loan Document or under the loan documents of any Other Lender.

#### ARTICLE VII. RIGHTS AND REMEDIES OF THE MORTGAGEE

7.1 Upon the occurrence of any Event of Default hereunder, the Lender, at its option, without presentment, demand, protest or notice of any kind, may declare the indebtedness evidenced by the Note and secured by this Mortgage immediately due and payable.

7.2 Upon occurrence of any Event of Default hereunder the Lender, at its option but without obligation to do so, without notice to or demand on the Borrower and without releasing the Borrower from any liability under the Loan Documents, may make any payment or perform any act which the Borrower is obligated to pay or do under the terms of this Mortgage past due, including the payment of any amount and performance of any defaulted obligation of Borrower under the loan documents of any Other Lender.

All amounts expended hereunder shall, without notice or demand, be immediately due and payable to the Lender by the Borrower, and shall be secured hereby.

The curing by the Borrower of any default under the loan documents of an Other Lender as aforesaid shall constitute the curing of the default hereunder which occurred by virtue of the default under the loan documents of such Other Lender.

7.3 Upon the occurrence of any Event of Default hereunder, the Lender at its option, without notice, without any liability to the Lender, and without regard to the adequacy of the security for the Loan, may, to the extent permitted by law but subject to the rights of the Other Lenders;

7.3.1 Enter upon and take possession of the Property (with or without bringing any action or proceeding in Court); or

7.3.2 Demand or receive payment of all rents, benefits and profits of the Property, including those past due and unpaid (whether or not the Lender has taken possession of the Property); or

7.3.3 Have a receiver immediately appointed for the Property and the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the Court making such appointment shall confer.

7.4 If the Lender enters upon and takes possession of the Premises as provided in Section 7.3.1, the Lender may operate and manage the Property and perform any acts which the Lender,



in its sole discretion, deems necessary or desirable to protect and preserve the rentability, increase the income, or conserve the value of the Property. The Lender shall have no liability for any action or inaction while in possession of the Property so long as such action or inaction is taken or refrained from being taken in good faith and in the absence of gross negligence.

7.5 Upon the occurrence of any Event of Default hereunder:

7.5.1 The Lender may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, sell the Property as an entirety or in such separate lots, units or parcels as the Lender may determine, at public or private sale and except as otherwise provided by law, at such place or places (whether or not the Borrower be present), at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as the Lender in its discretion may determine.

7.5.2 The Lender is irrevocably appointed the agent and attorney-in-fact of the Borrower in its name and stead and on its behalf, for the purpose of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as the Lender may consider necessary or appropriate, and to substitute one or more persons with like power, the Borrower hereby ratifying and confirming all that the Lender, or such substitute or substitutes, shall lawfully do by virtue thereof.

7.5.3 This Mortgage is upon the STATUTORY CONDITION and upon the occurrence of any Event of Default hereunder the Lender shall have the STATUTORY POWER OF SALE.

7.6 No remedy herein conferred upon the Lender shall be exclusive of any other remedy herein or by law provided or permitted, but such shall be cumulative and in addition to every other remedy given herein or now or hereafter existing at law.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1 Without affecting the liability of the Borrower, or any other person (except any person expressly released in writing) for the performance of any obligations set forth in the Loan Documents and without affecting the lien or other rights of the Lender with respect to any property or other security not expressly released in writing, the Lender at any time, and from time to time, either before or after maturity of the Note, and without notice or consent, may:

8.1.1 Make any agreement extending the time, or otherwise altering the terms of payment of the amounts due under the Note, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien securing payment of the Note;

8.1.2 Exercise or refrain from exercising, or waive any right the Lender may have;



8.1.3 Accept additional security of any kind;

8.1.4 Release or otherwise deal with any property, real or personal, securing the Loan, including all or any part of the Property.

8.2 In the event the Borrower conveys its interest in the Property to parties not appearing in this instrument (without implying any right of the Borrower to do so without the Lender's consent), the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to this Mortgage and the Note secured hereby, either by way of forbearance on the part of the Borrower or extension of the time for payment of the debt or any sum hereby secured, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of the Borrower or any other party on the Note secured hereby, either in whole or in part.

8.3 In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

8.4 All notices, requests, demands, consents, or other communications given hereunder or in connection herewith shall be in writing and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the party to receive such notice at its address first set forth above. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices shall be deemed given upon receipt if hand delivered or, if mailed as aforesaid, three days after mailing or, if sent by overnight courier, on the day after delivered to such courier.

8.5 In accordance with Section 9-509 of the Uniform Commercial Code as in effect in The Commonwealth of Massachusetts (the "U.C.C."), the Borrower hereby authorizes the Lender to file any financing statements or amendments to such financing statements that may be required pursuant to the U.C.C. for the Lender to perfect its security interest in the Property. This Mortgage is to be recorded or filed with the Middlesex South Registry of Deeds or the Middlesex South Registry District of the Land Court as a fixture filing pursuant to Section 9-502 of the U.C.C.

8.6 This instrument shall inure to the benefit of and bind the successors and assigns of the parties hereto. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the party against whom any waiver, change or discharge is sought.

8.7 It is understood and agreed that the validity, construction and interpretation of this Mortgage will be in accordance with the laws of The Commonwealth of Massachusetts.

8.8 This Mortgage is subject to the exculpation provisions set forth in the Note.





Witness our hands and seals this 3rd day of June, 2009.

**SLI DOUGLAS HOUSE LIMITED PARTNERSHIP**

**BY: SLI DOUGLAS HOUSE, INC., its General Partner**

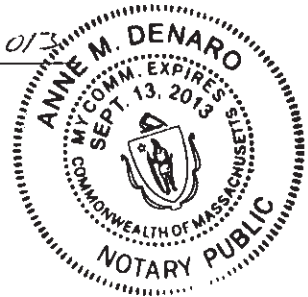
BY: *Peter J. Noonan*  
Peter J. Noonan, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 24<sup>th</sup> day of June 2009, before me, the undersigned notary public, personally appeared Peter J. Noonan as President of SLI Douglas House, Inc., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

*Anne M. Denaro*  
Notary Public  
My commission expires: 9/13/2013



**CONSENT OF LANDOWNER:**

**BY: SUPPORTIVE LIVING, INC.**

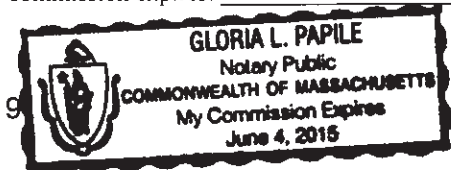
BY: *Carol E. Stephens*  
Carol Stephens, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 24 day of June 2009, before me, the undersigned notary public, personally appeared Carol Stephens, as President of Supportive Living, Inc., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in such capacity, for its stated purpose.

*Gloria L. Papile*  
Notary Public  
My commission expires: \_\_\_\_\_



*[Handwritten mark]*

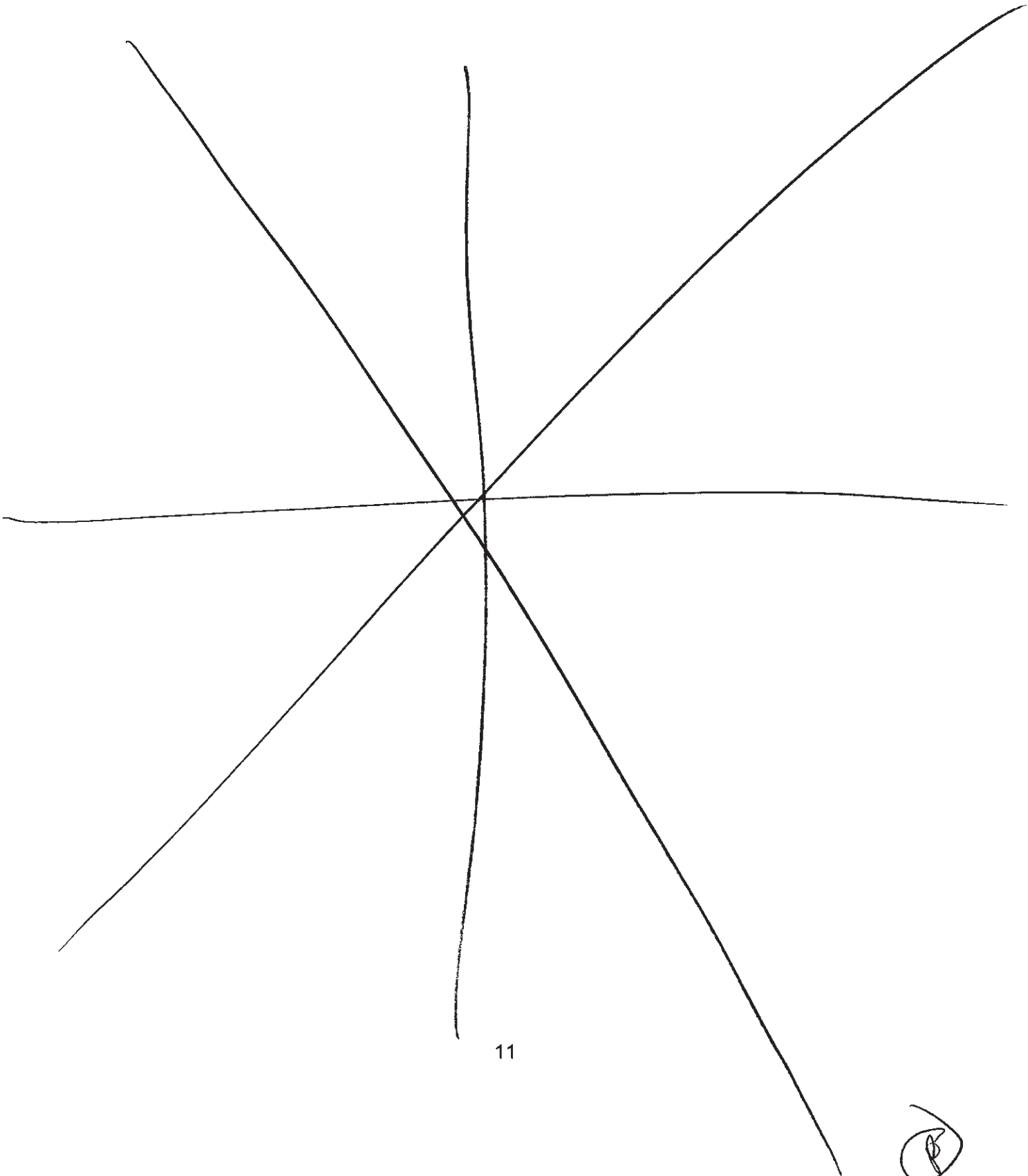
## HUD RIDER TO MORTGAGE

The Leasehold Mortgage, Security Agreement and Conditional Assignment of Leases and Rents to which this Rider is attached (this "Mortgage"), relating to that certain loan in the original principal amount of \$111,498 to the Borrower from the Lender pursuant to the Loan Agreement (the Supplemental HOME Loan"), is subject and subordinate to the terms of the Note in the original principal amount of \$1,070,400 (the "HUD Note") from Borrower to Supportive Living, Inc. ("Sponsor") and assigned to the United States Department of Housing and Urban Development ("HUD") dated on or about December 14, 2007; and to the lien of the Mortgage and Security Agreement (the "HUD Mortgage") granted by Borrower to Sponsor and assigned to HUD and the Use Agreement and Regulatory Agreement by and between Sponsor and assigned to HUD and Borrower, all dated on or about December 14, 2007 and the latter two of which are recorded with the Middlesex South Registry of Deeds in Book 50578, Pages 588 and 576 , respectively (collectively, the HUD Documents). Notwithstanding any provision to the contrary in this Mortgage, for so long as the HUD Mortgage remains unpaid and outstanding, the holder of this Mortgage, together with all assignees and/or successive holders of this Mortgage, agree that:

- (a) No interest or principal advanced pursuant to or due in accordance with any promissory note granted by Borrower in connection with the Supplemental HOME Loan and evidenced or secured by this Mortgage shall be due or payable, except upon approval by HUD in advance;
- (b) The HUD Note, HUD Mortgage and other HUD Documents may be amended, extended, increased, renewed and/or refinanced without any consent from the holder of this Mortgage; the only obligation of HUD shall be to use all reasonable efforts to give the holder of this Mortgage (of whom HUD has duly received notice) written notice of such amendment, extension, increase, renewal or refinancing, as the case may be;
- (c) This Mortgage may not be declared in default and no foreclosure of this Mortgage may be commenced without the prior written approval of HUD;
- (d) No requirement of this Mortgage or any other loan document entered into in connection with this Mortgage or the Supplemental HOME Loan will be permitted to interfere or conflict with HUD's requirements concerning the Project's development or operation, or the continuing operation of the Project on terms at least as favorable to existing and future tenants as are required under the HUD 811 program, as it may be modified from time to time;
- (e) If HUD approves a transfer of physical assets ("TPA"), approval of such TPA will not be withheld by the holder of this Mortgage, so long as the proposed transferee is a non-profit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended); and
- (f) In the event any first-priority mortgage loan made by HUD and secured by the Property remains outstanding at the maturity date of the Supplemental HOME Loan (the "Maturity Date"), and provided that on the Maturity Date, the Property continues to satisfy all provisions relating to affordability, as set forth in the Affordable Housing Restriction dated of even date and recorded herewith, the Maturity Date shall be extended to a date that is thirty (30) days after the date upon which the HUD loan evidenced and secured by the HUD Documents shall have been repaid in full or forgiven and discharged; provided, however, that in no event shall



the Maturity Date be extended beyond forty (40) years from the date hereof without the written consent of the holder of this Mortgage.



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EXHIBIT A

The land with the buildings thereon situated on the Westerly side of Oakland Street in said Lexington, Middlesex County, Massachusetts containing 35,372 square feet of land according to a plan entitled "Land at Lexington, Jan. 1926, F.P. Cutter, C.E." recorded with Middlesex South District Registry of Deeds, Book 7143 at Page 531. Said premises are bounded and described as follows:

- |               |  |
|---------------|--|
| EASTERLY      | by Oakland Street two hundred seventy-six and 45/100 (276.45) feet;  |
| SOUTHEASTERLY | by land now or formerly of the Bridge Trust one hundred seven and 42/100 (107.42) feet;  |
| SOUTHWESTERLY | by land now or formerly of the Boston & Maine R.R. twenty-six and 42/100 (26.42) feet;   |
| WESTERLY      | by land now or formerly of the Boston & Maine R. R. two hundred ninety-eight and 9/10 (298.9) feet;  |
| NORTHERLY     | by land of owners unknown being the remaining portion of Lot 6 on plan hereinafter referred to, one hundred fourteen and 68/100 (114.68) feet. |

Being Lots 7, 8, 9, and part of Lot 6 on plan entitled "Plan of House Lots in Lexington Center belonging to J.B. Winslow and J.M. Usher, Esqrs., October 1873, J O. Goodwin, Surveyor", recorded with said Deeds, Plan Book 26, Plan 15, Oakland Street being called Muzzey Street on said plan.

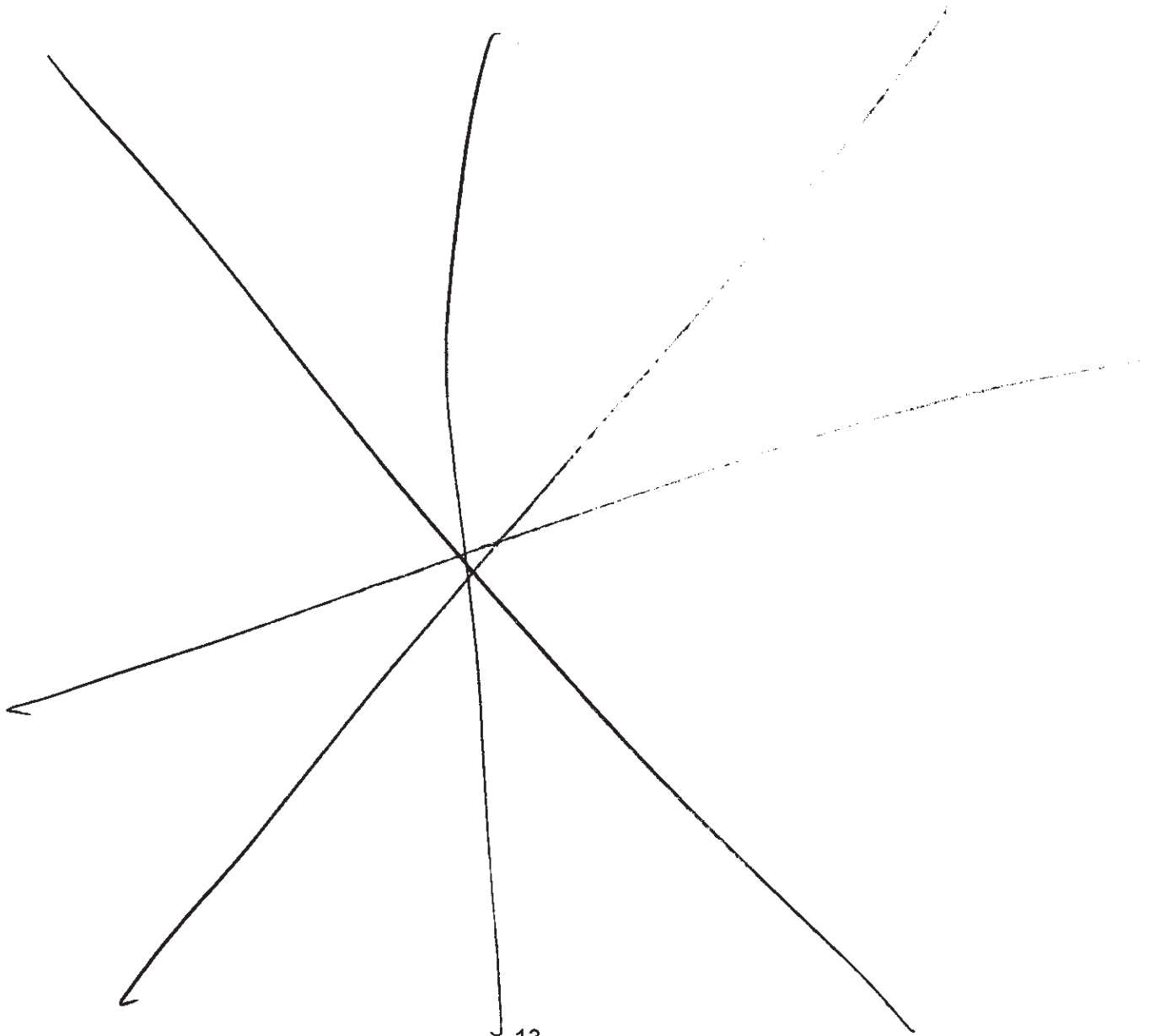
Being the same premises conveyed to Supportive Living, Inc., by deed of Robert F. Sacco and Judith L. Sacco dated May 7, 2004, and recorded with said Deeds in Book 42735, Page 192.



Exhibit B

Permitted Encumbrances

- All mortgages and other instruments recorded in the Registry and appearing in the chain of title to the Property as of the date of this Mortgage.



## Exhibit C

### Other Lenders

The lenders holding a security interest in the following recorded instruments:

1. Mortgage, Security Agreement and Assignment of Leases and Rents dated as of December 14, 2007, between Brookline Bank (a "Lender") and Supportive Living, Inc. (the "Land Owner"), recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 50579, Page 1,
2. Fee and Leasehold Mortgage, Security Agreement and Conditional Assignment of Leases and Rents dated as of December 14, 2007, between Community Economic Development Assistance Corporation, as agent on behalf of the following participating lenders: Community Economic Development Assistance Corporation, under the CBH Program; Community Economic Development Assistance Corporation, under the HIF Program; Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator, Massachusetts Housing Finance Agency under the AHT Program; and the Town of Lexington and SLI Douglas House Limited Partnership (the "Partnership") and the Land Owner, recorded with the Registry in Book 50579, Page 99;
3. Leasehold Mortgage, Deed of Trust or Security Trust dated as of December 14, 2007, between the Land Owner and the Partnership recorded with the Registry in Book 50579, Page 76, as assigned to the Secretary of Housing and Urban Development (a "Lender") by a Collateral Assignment of Leasehold Mortgage and 811 Loan Documents dated as of December 14, 2007 and recorded with the Registry in Book 50579, Page 91;
4. Mortgage, Security Agreement and Conditional Assignment of Leases and Rents dated as of December 14, 2007 between The Town of Lexington (a "Lender") and the Land Owner recorded with the Registry in Book 50579, Page 50;
5. Mortgage and Security Agreement dated as of September 26, 2007, between Brookline Bank and the Land Owner, recorded with the Registry in Book 50579, Page 37; and
6. the related Master Subordination Agreement dated as of December 14, 2008 and recorded with the Registry in Book 50579, Page 155

