

EXHIBIT G

MORTGAGE AND SECURITY AGREEMENT

LINK DEVELOPMENT, LLC, of 229 Berkeley Street, , Boston MA 02116 (the "Mortgagor"), for consideration paid of **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)**, grants the Premises (as hereinafter defined) to **BD LENDING TRUST**, u/d/t dated September 29, 2006 and recorded herewith having an address of 80 Summer Street, Boston MA 02110 (the "Mortgagee") with **MORTGAGE COVENANTS**, to secure the payment, performance and observance of all the Obligations. The term "Obligations" means all of the debts, liabilities, agreements and other obligations of Mortgagor and every other party to the Loan Documents due Mortgagee, whether direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or arising in the future. The term "Loan Documents" includes this Mortgage, the Term Note of the Mortgagor of even date, all other documents delivered to Mortgagee in connection with this Mortgage by Mortgagor or by others and all amendments, extensions and renewals of this Mortgage and the other agreements and documents referred to above.

The term "Premises" includes the following, all of which are subject to this Mortgage:

- (i) the land in Saugus, Essex County, Massachusetts having an address of Off Route 1 and Lynn Fells Parkway and 1-12 Denise Drive; more particularly described in *Exhibit A* attached;
- (ii) All buildings, structures and improvements now or at any time in the future on the land;
- (iii) All Fixtures, which term means (1) all goods, equipment, fixtures, building materials and tangible personal property (except (a) consumable goods, (b) equipment of Mortgagor which is not affixed to the real estate and (c) personal property owned by tenants of the Premises which the tenants are entitled to remove by law or agreement) now or in the future located on, attached to or incorporated in the construction of and used in connection with the operation of the Premises including, but not limited to, all sidetracks, boilers, tanks, pumps, furnaces, radiators, alarm systems, cooling towers, compressors, elevators, escalators, cranes and all heating, lighting, power, plumbing, electrical, communications, ventilating, refrigerating, air conditioning, sprinkler, incinerating and building service equipment, and (2) all related accessories, additions and replacements;
- (v) All right, title and interest of Mortgagor in all easements, rights (including mineral, air and water rights), privileges, appurtenances, licenses, permits and governmental approvals, now or in the future pertaining to the Premises; and
- (vi) All rents, income, profits, royalties or accounts receivables from the Premises. The Mortgagor, in order to secure the Obligations, also grants to the Mortgagee a

After Recording Return to:

STUART H. SOJCHER, ESQ.
229 Berkeley Street
Boston, MA 02116

security interest in the above described property whether now owned or hereafter acquired.

Section 1 - General Covenants of Mortgagor. Until the Obligations are paid, performed and observed in full, in addition to the **STATUTORY CONDITION**, Mortgagor agrees as follows:

1.1 **Insurance.** To keep all buildings, improvements and Fixtures which are part of the Premises insured against direct risk of physical loss in an amount not less than 100% of their replacement cost. Mortgagor agrees to maintain such other insurance and in such amounts as Mortgagee reasonably requests. If a structure which is part of the Premises is within a flood hazard area, Mortgagor agrees to carry flood insurance to the extent required under applicable law or by Mortgagee. Mortgagor agrees to keep all buildings and improvements under construction insured under a Builder's Risk, Completed Value, non-reporting form of policy which provides coverage for "completion and/or premises occupancy". All insurance will (i) be written with a standard mortgagee clause by companies of recognized responsibility authorized to write such insurance in Massachusetts and having a Best's financial rating of B or better, (ii) be in amounts and on forms satisfactory to Mortgagee, (iii) be payable in case of loss to Mortgagee, as its interest may appear, and (iv) contain a provision that it may not be cancelled or modified without at least ten (10) days prior written notice to Mortgagee. Mortgagor agrees to deliver to Mortgagee, when requested, satisfactory evidence of (a) all existing insurance policies, (b) new policies for insurance about to expire at least ten (10) days before the expiration and (c) payment of all insurance premiums. Subject to the rights of the holder of any prior mortgage, after demand by Mortgagee, Mortgagor agrees (x) to deposit with Mortgagee on each day that interest payments are required by the terms of the Loan Documents, a sum equal to that fraction of insurance premiums payable each year estimated by Mortgagee to be sufficient to provide, in total, a sum adequate to pay the insurance premiums when due, (y) to deposit with Mortgagee the balance necessary to pay the insurance premiums in full before they are due and (z) to forward to Mortgagee bills for the insurance premiums as soon as they are received by Mortgagor.

1.2 **Taxes.** To pay or cause to be paid, before the last day on which payment may be made without penalty or interest (the "Payment Date") all taxes (or payments in lieu of taxes), special or general assessments, water and sewer charges and other municipal charges with respect to the Premises ("Taxes") and to furnish evidence of payment to Mortgagee. Subject to the rights of the holder of any prior mortgage, after demand by Mortgagee, Mortgagor agrees (i) to deposit with Mortgagee on each day that interest payments are required by the terms of the Loan Documents, a sum equal to that fraction of the Taxes for each year estimated by Mortgagee to be sufficient to provide, in total, a sum adequate to pay the Taxes on the Payment Date, (ii) to deposit with Mortgagee the balance necessary to pay the Taxes in full before the Payment Date and (iii) to forward to Mortgagee bills for the Taxes as soon as they are received by Mortgagor. Mortgagee may invest all sums deposited by Mortgagor for its own account without obligation to pay interest to Mortgagor.

1.3 **Mortgages and Encumbrances.** To keep the title to the Premises free of all mortgages and other encumbrances except the lien for Taxes not yet due and encumbrances assented to by Mortgagee, regardless of whether the mortgage or encumbrance has priority over this Mortgage.

1.4 **Maintenance and Use of Premises.** To maintain the Premises in as good condition as they now are or may be in the future, reasonable wear and tear excepted. Mortgagor agrees not to permit (i) removal, demolition or other waste of the Premises, (ii) lapse or revocation of any license, permit or other governmental authorization issued with respect to the Premises, (iii) material change in the structure or use of the Premises or (iv) violation of a law or ordinance affecting the Premises or its use. At Mortgagee's request, Mortgagor agrees to provide evidence of compliance with the provisions of this or any other covenant in the Loan Documents.

1.5 **Leases.** To deliver to Mortgagee for examination and copying originals of all leases, licenses, franchises and other agreements under which a person occupies any part of the Premises ("Leases"). Mortgagor assigns the Leases and all rent, income, fees and other amounts due Mortgagor under the Leases ("Rents") to Mortgagee as additional security for the Obligations. Mortgagor grants to Mortgagee full power, as irrevocable attorney-in-fact of Mortgagor, to execute and deliver assignments of the Leases and the Rents to itself, to any future holder of this Mortgage or to any person claiming title to the Premises as a result of foreclosure proceedings. When an Event of Default exists, Mortgagee may, without waiving any of its other rights, collect the Rents and enforce all obligations of tenants under the Leases without taking possession of the Premises and without performing any obligations of the landlord under the Leases.

1.6 **Additional Collateral.** Within thirty (30) days after demand, to deliver to Mortgagee additional collateral.

1.7 **Environmental Laws and Compliance.** To comply with and to cause the Premises to comply with all applicable Federal, state and local laws, codes, ordinances, rules, regulations and interpretations now or in the future existing, and all applicable orders of administrative agencies including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act of 1976, the Superfund Amendments and Reauthorization Act of 1986 and Massachusetts General Laws, Chapters 21C and 21E, relating to the environment, health, safety, sanitation, underground storage tanks and the "release or threat of release" of Hazardous Materials (the "Environmental Laws"). The term "Hazardous Materials" means (i) lead paint, asbestos, radon and (ii) "oil", "hazardous materials", "hazardous wastes" and "hazardous substances" as those terms are defined in the Environmental Laws.

1.7.1 **Copies of Notices.** To give to Mortgagee, immediately, copies of all notices, reports, citations and other communications given or received by Mortgagor in connection with any Environmental Laws whether or not relating to the Premises.

1.7.2 **Testing and Remediation.** Mortgagee or its agents may enter the Premises at any time and perform, or may require Mortgagor to deliver to Mortgagee, whatever tests it considers necessary to determine the existence or non-existence of Hazardous Materials. If Hazardous Materials exist on the Premises, Mortgagee has the right (but not the obligation) to cause the Hazardous Materials to be contained and/or removed, and, using contractors of its choice, to enter the Premises to perform any remedial action it considers necessary, all without incurring liability to Mortgagor for any action taken by Mortgagee or its agents.

1.8 **Indemnification.** To defend, indemnify and hold Mortgagee and its directors, officers, agents and employees harmless against all claims, losses and liabilities, including reasonable attorneys' fees and costs of litigation, incurred by Mortgagee on account of (i) Mortgagor's failure to comply with Environmental Laws, (ii) a release or threat of release of Hazardous Materials on the Premises, (iii) any activity on or condition of the Premises and (iv) any future law, regulation, judicial order or governmental action affecting the Premises.

1.9 **Alienation.** Not to cause or permit, directly or indirectly, whether voluntarily or by operation of law, (i) title to all or part of the Premises to become vested in a person other than Mortgagor, or (ii) all or part of the Premises to become subject to the provisions of Massachusetts General Laws, Chapter 183A relating to condominiums, or (iii) any change in ownership of the legal or beneficial interest in Mortgagor. If any of the changes described above occur, in addition to exercising remedies available to it, Mortgagee may, at its option and without notice to Mortgagor, deal with the successor in interest with reference to this Mortgage and the Obligations in the same manner as with Mortgagor, without reducing or discharging Mortgagor's liability for the Obligations. When requested, without delay Mortgagor agrees to disclose to Mortgagee the name, address and ownership interest of each legal and beneficial owner of the Premises or Mortgagor.

Section 2 - Events of Default. The occurrence of one or more of the following events or conditions is an Event of Default and a breach of the condition of this Mortgage:

- (i) The failure to pay an Obligation when due;
- (ii) The failure to perform or observe an Obligation;
- (iii) A statement, certificate, report, financial statement, representation or warranty made or furnished to Mortgagee by a party to the Loan Documents or in compliance with the provisions of the Loan Documents proves to have been false or incomplete in any material respect when made;
- (iv) Mortgagor or a guarantor of the Obligations ("Guarantor") (a) is or becomes insolvent within the meaning of the Massachusetts Uniform Commercial Code; (b) files a petition in bankruptcy or a petition to take advantage of an insolvency act; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a receiver or custodian of itself or of the whole or a substantial part of its property; (e) is named debtor party

in an involuntary bankruptcy proceeding and the proceeding is not dismissed within sixty (60) days; (f) files a petition or answer seeking reorganization or arrangement under a Federal or state law; or (g) dies, dissolves or terminates its existence;

(v) With respect to Mortgagor or a Guarantor, and without the consent of either, a court enters an order (a) appointing a receiver or custodian of either or of the whole or a substantial part the property of either, or (b) approving a petition filed against either seeking reorganization or arrangement under a Federal or state law;

(vi) Under a law for the relief or aid of debtors, a court assumes custody or control of Mortgagor or a Guarantor or of the whole or a substantial part of the property of either;

(vii) A court enters final judgment against Mortgagor or a Guarantor for the payment of money;

(viii) The failure by Mortgagor or a Guarantor (a) to pay when due the principal of, or interest or premium on, any indebtedness (other than an Obligation) incurred or assumed by Mortgagor or the Guarantor for money borrowed or for the acquisition of property or (b) to perform or observe any of the obligations which are imposed on Mortgagor or the Guarantor by an agreement securing or evidencing the indebtedness or under which the indebtedness is issued, and, in either case, the failure is not cured within an applicable period of grace or notice; or

(ix) The occurrence of a default or Event of Default under the Loan Documents.

Section 3 - Rights and Remedies. Without prejudice to Mortgagee's rights with respect to Obligations payable on demand, if an Event of Default exists, Mortgagee may, without notice except to the extent notice is required by law, exercise the rights and remedies provided in this Section 3, conferred by law or under the Loan Documents with respect to the Premises, Mortgagor or any other person. Mortgagee's rights and remedies are cumulative and not exclusive of or alternative to any rights or remedies it would otherwise have. A delay or failure by Mortgagee in exercising or enforcing its rights or remedies does not constitute a waiver.

3.1 **Remedies.** Whenever an Event of Default exists, Mortgagee may:

(i) Declare the Obligations immediately due and payable, without presentment, notice, protest or further demand, all of which are hereby expressly waived;

(ii) Exercise the **STATUTORY POWER OF SALE**;

(iii) Initiate actions or proceedings available to Mortgagee under applicable law to protect its interest in the Premises and the Obligations; or

(iv) Petition for the appointment of a receiver of the Premises, which appointment may be made *ex parte* and without notice except to the extent notice is required by

law, without regard to the solvency of Mortgagor or a Guarantor at the time of application for the receiver and without regard to the value of the Premises.

3.2 **Receiver.** Mortgagor consents to the appointment of Mortgagee or other qualified person as receiver, to take possession of and to operate the Premises and to collect the Rents. Notwithstanding the appointment of a receiver or other custodian, Mortgagee is entitled, as pledgee, to the possession and control of all cash, deposits and instruments at the time payable or deliverable under this Mortgage.

3.3 **Specific Performance.** Failure by Mortgagor to perform its agreements contained in the Loan Documents will result in irreparable harm to Mortgagee for which Mortgagee has no adequate remedy at law. Therefore, Mortgagor agrees that its agreements contained in the Loan Documents are specifically enforceable by Mortgagee.

3.4 **Foreclosure Sales.** Mortgagee has the right in case of a sale which it is entitled to make, to sell the Premises at public auction, either as a whole or by parcels and without regard to other collateral now or in the future securing the Obligations. In the case of a sale by parcels, the purchaser of a parcel will take good title, even if a sum may already have been realized from the sale of other parcels sufficient to satisfy all the Obligations. The foreclosure sale may be held at the offices of Mortgagee or on or near the Premises, without notice or demand, except to the extent notice or demand is required by law.

3.5 **Foreclosure Expenses, Surplus.** If (i) foreclosure, bankruptcy or other legal proceedings involve Mortgagee's interest under this Mortgage, whether the proceedings are begun by Mortgagee or others and whether the proceedings are suspended or terminated or the Premises redeemed, or (ii) Mortgagee takes possession of the Premises, Mortgagee will be entitled to collect and Mortgagor agrees to reimburse Mortgagee for all expenses, including reasonable attorneys' fees, incurred by Mortgagee in the foreclosure, bankruptcy or other legal proceeding or in the maintenance, protection and management of the Premises plus, in addition to all other amounts owed and other collection fees, an additional collection fee equal to ten percent (10%) of the proceeds realized from the foreclosure sale. If surplus proceeds are realized from a foreclosure sale, Mortgagee will not be liable for interest on the proceeds pending distribution, and all costs and reasonable attorneys' fees incurred by it in proceedings to determine the person or persons entitled to the surplus will be paid from the surplus proceeds.

3.6 **Forbearance not a Waiver.** The liability of Mortgagor will not be reduced, the priority of this Mortgage will not be affected, and the rights of Mortgagee with respect to Mortgagor or the security for the Obligations will not be impaired by any of the following events, regardless of whether Mortgagee receives additional consideration: (i) the sale of all or part of the Premises, (ii) a forbearance by Mortgagee, (iii) an extension of the time for payment or performance of the Obligations, (iv) a release of security for or a guarantor of the Obligations or (v) an indulgence given by Mortgagee to Mortgagor or to any other person having an interest in the Premises or liable for the Obligations. Mortgagor waives notice of any extension, forbearance or indulgence and agrees that no waiver, express or implied, by

Mortgagee of a default by a party to the Loan Documents will constitute a waiver of a future default in the same or any other provision of the Loan Documents.

3.7 **Insurance Policies.** If this Mortgage is foreclosed, Mortgagor grants to Mortgagee full power, as irrevocable attorney-in-fact of Mortgagor, to cancel the insurance required to be maintained by Mortgagee under this Mortgage, retain the return premiums and apply them to the Obligations or to transfer the insurance to a person claiming title to the Premises as a result of foreclosure proceedings.

Section 4 - Damage to Premises. Mortgagor appoints Mortgagee as its irrevocable attorney-in-fact (i) to adjust and to settle claims on account of damage to the Premises resulting from a taking or casualty, (ii) to receive all condemnation and insurance proceeds ("Proceeds") arising out of the damage and (iii) to endorse in favor of itself or any other person drafts or checks for Proceeds received by it. All Proceeds may be applied by Mortgagee, at its option, to expenses including, but not limited to, the reasonable fees and disbursements of attorneys and other professionals incurred by Mortgagee in collecting the Proceeds, to the cost of restoring the Premises or to the Obligations, whether or not then due, in any order Mortgagee determines in its sole and absolute discretion. If Mortgagee elects to apply the Proceeds to restoration, it may, in its discretion, (a) pay the Proceeds to Mortgagor for application to the cost of the work, or (b) advance the Proceeds from time to time to Mortgagor and/or its contractor for application to the cost of the work as the cost is certified to Mortgagee by an architect or contractor in charge of the restoration who has been approved in writing by Mortgagee. Mortgagee is not obligated to make advances if, as a result, the balance of the Proceeds are or will become less than the amount specified in the architect's or contractor's certificate as the amount required to complete the restoration. Unless Mortgagee elects to apply the Proceeds to the Obligations, upon receipt by Mortgagee of satisfactory evidence that the restoration has been completed, that the cost of all labor and materials has been paid in full and that there are no liens on the Premises and if no Event of Default exists, Mortgagee agrees to pay the balance of the Proceeds held by it to Mortgagor. If the Proceeds held by Mortgagee are insufficient to pay the entire cost of restoration, Mortgagor agrees to pay the deficiency on demand.

Section 5 - Payments by Mortgagee. Mortgagee is authorized but not obligated (i) to pay all Taxes with accrued interest, penalties and charges, (ii) to pay the premiums for insurance required under the Loan Documents, (iii) to incur and pay reasonable expenses, including attorneys' fees, in protecting its rights under the Loan Documents, and maintaining, protecting or managing the collateral securing the Obligations, (iv) to pay indebtedness secured by a mortgage of real estate or security interest in property or Fixtures included as part of the Premises, (v) to add all amounts paid or incurred for the above purposes to the principal amount of the Obligations, and (vi) to apply to the above purposes or to the repayment of amounts paid by Mortgagee, sums paid under the Loan Documents as interest or principal. The amounts paid by Mortgagee will bear interest at the highest rate payable under the Loan Documents and will be payable on demand.

Section 6 - Entry by Mortgagee. Mortgagee or its agents may enter the Premises at any time, before or after an Event of Default, to inspect the Premises, to appraise the Premises, to determine compliance with the provisions of the Loan Documents and to take any action while on the Premises authorized under this Mortgage or which it considers necessary to preserve the value of the Premises. Entry by Mortgagee for the purposes authorized under this Section will not be considered entry for any other purpose or constitute possession of the Premises. Mortgagor agrees to reimburse Mortgagee on demand for all expenses incurred in connection with an entry made under this Section, including the cost of appraisal, testing, remedial action or other activities by Mortgagee or its agents while on the Premises.

Section 7 - Notices and Communications. All notices, demands, requests and other communications provided for or permitted under this Mortgage must be in writing and be delivered by hand or sent by telecopy, nationally recognized and reputable overnight delivery service, express mail, certified mail or first-class mail, postage prepaid, to the parties, respectively at the following addresses:

(a) If to Mortgagee, at the address stated at the beginning of this Mortgage (or at such other address as Mortgagee designates in writing to Mortgagor), with a copy to the persons Mortgagee designates in writing to Mortgagor, or

(b) if to Mortgagor, at the address stated at the beginning of this Mortgage (or at such other address as Mortgagor designates in writing to Mortgagee), with a copy to the persons Mortgagor designates in writing to Mortgagee.

A communication provided for in this Mortgage will become effective only when the person to whom it is given receives it or is considered to have received it. If it is mailed by express, certified or first-class mail, it will be considered to be received on (i) the second business day after being mailed or (ii) the day of its receipt, whichever is earlier. If given by telecopy, it will be considered to be received when confirmation of complete receipt is received by the transmitting person during normal business hours on a business day, or on the next business day if confirmation is received after normal business hours.

Section 8 - Miscellaneous Provisions. The following miscellaneous provisions are applicable to this Mortgage:

8.1 **Successors and Assigns.** The term "Mortgagee" includes Mortgagee, its successors and assigns, and any subsequent holder or holders of this Mortgage. The term "Mortgagor" includes Mortgagor and any subsequent owner or owners of the equity of redemption of the Premises assented to by Mortgagee. All of the agreements of Mortgagor are binding upon the successors and assigns of the original Mortgagor and any person claiming under Mortgagor.

8.2 **Amendment.** This Mortgage may not be amended except by written agreement signed by Mortgagor and Mortgagee.

8.3 **Headings.** The headings contained in this Mortgage are for reference purposes only and do not affect the meaning or interpretation of this Mortgage.

8.4 **Governing Law.** This Mortgage will be construed under and governed by the laws of the Commonwealth of Massachusetts.

8.5 **Severability.** If a provision of this Mortgage is held to be invalid or unenforceable, the provision will be enforceable to the extent that a court, after limiting or reducing it, considers it reasonable to enforce the provision. If it is held to be unreasonable to enforce the provision to any extent, the provision will be severed from this Mortgage and the remainder of this Mortgage will continue in effect.

8.6 **Commercial Mortgage.** The Obligations are commercial obligations and do not represent a loan used for personal, family or household purposes and is not a consumer transaction or otherwise subject to the provisions of the Federal Truth in Lending Act or Federal Reserve Board Regulation Z, M.G.L. c. 140D or any other consumer statutes or regulations or restrictions.

Section 9 - Security Agreement Provisions. As to any of the Fixtures not considered by law to be fixtures, this Mortgage and Security Agreement constitutes a security agreement under the Massachusetts Uniform Commercial Code (the "Code"). For value given, the receipt of which Mortgagor acknowledges, Mortgagor hereby grants to Mortgagee a first security interest in (i) all of the Fixtures, (ii) all rights of Mortgagor in leases and contracts of service relating to the Fixtures and (iii) all replacements, renewals and proceeds, including insurance proceeds, with respect to the Fixtures. The security interest is given for the purpose of further securing payment and performance of all of the Obligations.

In addition to any other rights and remedies Mortgagee may have under the Loan Documents, Mortgagee has all the rights and remedies of a secured party under the Code.

Mortgagor agrees that any requirement under the Code as to reasonable notice will be met if notice is given in the manner provided in this Mortgage at least five (5) business days before the time of any sale, disposition or other event requiring notice.

Upon demand of Mortgagee after the Obligations have become due, Mortgagor agrees to assemble all of the Fixtures on the Premises, and Mortgagee may elect to foreclose such of the Premises as then comprise Fixtures under either the laws applicable to foreclosure of an interest in real estate or to those applicable to personal property under the Code.

Section 10 - Financial Statements. Mortgagor agrees to deliver or cause to be delivered to Mortgagee as soon as available, and in any event within ninety (90) days after the last day of each calendar year or other fiscal year of Mortgagor, or other person referred to, complete annual financial statements in form satisfactory to Mortgagee in the reasonable exercise of its judgment,

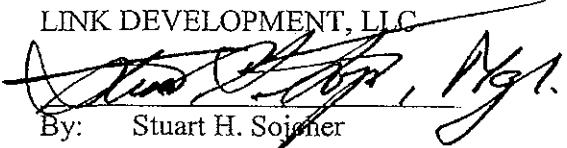
with respect to (i) Mortgagor, (ii) the operations of the Premises, (iii) each guarantor of the Obligations, and (iv) any other party to the Loan Documents requested by Mortgagee, in each case containing a statement of earnings for the year, together with a balance sheet as at the close of the year and in comparative form with the preceding year, prepared by a certified public accountant, or other person satisfactory to Mortgagee, in conformity with generally accepted accounting principles applied on a consistent basis. The financial statements will be accompanied by the certification of Mortgagor or the person preparing the statements that to the best of his knowledge and belief the financial statements are accurate and complete.

Section 11 - Consent to Jurisdiction; Waivers. MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY (i) SUBMITS TO PERSONAL JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS OVER ANY ACTION OR PROCEEDING ARISING OUT OF THE LOAN DOCUMENTS, AND (ii) WAIVES ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE (a) TO TRIAL BY JURY, (b) TO OBJECT TO JURISDICTION WITHIN THE COMMONWEALTH OF MASSACHUSETTS OR VENUE IN A PARTICULAR FORUM WITHIN THE COMMONWEALTH OF MASSACHUSETTS AND (c) TO CLAIM OR RECOVER ANY DAMAGES OTHER THAN ACTUAL DAMAGES INCLUDING SPECIAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. MORTGAGOR AGREES THAT, IN ADDITION TO METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, SERVICE MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AT THE ADDRESS PROVIDED IN SECTION 7, WHICH SERVICE WILL BE COMPLETE FIVE (5) DAYS AFTER BEING MAILED. This provision may not be construed to prevent Mortgagee from bringing an action or proceeding or exercising its rights in any other jurisdiction. Mortgagor acknowledges that it has been informed by Mortgagee that the provisions of this Section constitute a material inducement upon which Mortgagee has relied, is relying and will rely in entering into this Mortgage and the other Loan Documents, and that it has reviewed the provisions of this Section with its counsel. Either party may file an original counterpart or a copy of this Section with any court as written evidence of the consent of Mortgagor and Mortgagee to the waiver of their rights to trial by jury.

THIS MORTGAGE SECURES A CONSTRUCTION LOAN AND EACH FUTURE ADVANCE SHALL BE SECURED BY THIS MORTGAGE TO THE SAME EXTENT AS IF SAID ADVANCE HAD BEEN MADE ON THE DATE OF RECORDING OF THIS MORTGAGE.

WITNESS the execution under seal this 29th day of September, 2006.

LINK DEVELOPMENT, LLC



By: Stuart H. Sojcher

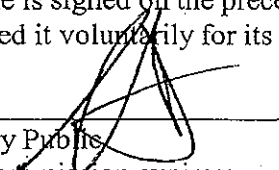
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 29, 2006

On this 29 day of September, 2006, before me, the undersigned notary public, personally appeared Stuart H. Sojcher proved to me through satisfactory evidence of identification, which were JANET ROSS, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public
My commission expires:



Exhibit "A"

FIRST PARCEL - NOT REGISTERED

That certain parcel of land in Saugus, Essex County, Massachusetts off the east side of Route 1 (Broadway) and off the southeasterly side of an unwrought Metropolitan District Commission layout of March 10, 1932, bounded and described as follows:

Beginning at an iron pin in a stone shown on a plan of adjoining registered land (being Land Court Plan No. 15302A with Essex South District Certificate of Title No. 10353); thence running ✓

NORTH 64°55'37" EAST	by Lot B as shown on a plan dated November 12, 1981 revised Aug. 1, 1982, by Medford Engineering and Survey and filed with Essex South District Registry of Deeds in Plan Book 173, Plan 42, along a stone wall, 115.66 feet to an angle; thence
NORTH 79°06'15" EAST	by said Lot B on said plan by the wall, 57.64 feet to an angle; thence
SOUTH 19°23'08" EAST	by said Lot B on said plan by the wall, 133.96 feet to an angle, thence
EASTERLY	by said Lot B on said plan by the wall by two bounds measuring respectively 87.60 feet and 114.50 feet; thence still
EASTERLY	by said Lot B on said plan, 370 feet; thence
SOUTHEASTERLY	by Lot A-2 on said plan, about 630 feet to a point at the most northerly corner of Lot 12 on a plan dated June 19, 1979 by Carter & Towers and filed with said Deeds in Plan Book 160 as Plan 97; thence
SOUTH 58°22'30" WEST	by Lots 12, 11 and 10, by the end of Diamond Street, and by Lots 9, 8 and 7 as shown on the 1979 plan, 788.82 feet, more or less, to land shown on Land Court Plan No. 30651A filed with Essex South District Certificate of Title No. 33826; thence
NORTHWESTERLY	by said land shown on Land Court Plan No. 330651A, about 1292.87 feet to a Land Court bound in a wall; thence
NORTH 13°59'32" EAST	by the wall, 49.45 feet to an iron pin in the wall shown on Land Court Plan No. 15302A; thence
SOUTHEASTERLY	by Lot 1, 133.75 feet; thence
NORTHEASTERLY	by Lots 1, 2, 3 and 4, 160 feet; and thence
NORTHWESTERLY	by Lot 4, 130 feet to the point of beginning, the final three bounds being by the land shown on Land Court Plan No. 15302A.

The First, Parcel hereinabove, being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. recorded with Essex South District Registry of Deeds on July 12, 2001 in Book 17407, Page 462.

SECOND PARCEL-NOT REGISTERED

Those certain parcels of land in Saugus, Essex County, Massachusetts situated on Denise Drive and Diamond Street and shown as Lots 1, 3, 5, 7, 9 and 11 on a plan entitled "Definitive Subdivision Plan Land in Saugus" by Carter B. Towers Eng'r Corp., dated June 19, 1979 and filed with Essex South District Deeds in Plan Book 160 as Plan 97.

There is, as appurtenant to the parcels the right to use in common with all others entitled thereto all streets and ways shown on said Plan for all purposes for which public ways are used in the Town of Saugus, including specifically such rights in Diamond Street and Denise Drive.

Being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. dated October 22, 2001 and recorded with said Registry of Deeds in Book 17843, Page 194.

THIRD PARCEL- REGISTERED LAND

That certain parcel of land situate in Saugus, County of Essex and Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY by the southeasterly line of Lynn Fells Parkway, 11.12 feet;
NORTHERLY by land now or formerly of Lillian E. Newhall, 114.26 feet; and
NORTHEASTERLY 130 feet,
SOUTHEASTERLY 160 feet, and
SOUTHWESTERLY 133.75 feet by land now or formerly of Elizabeth Conley; and
WESTERLY by land now or formerly of Louis Gerondelis et al, 50.55 feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 15302-A, filed with original Certificate of Title No. 10353 in Southern Registry District for Essex County.

1045 Broadway (Route 1)/Sanders Dr./Denise Dr.
Pol13175-F

The Third Parcel hereinabove, being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. filed with the South Registry District of Essex County as Document Number 383396.

FOURTH PARCEL-NOT REGISTERED

Those certain parcels of land in Saugus, Essex County, Massachusetts situated on Denise Drive and Diamond Street and shown as Lots 2, 4, 6, 8, 10 and 12 on a plan entitled "Definitive Subdivision Plan Land in Saugus" by Carter & Towers Eng'r Corp., dated June 19, 1979 and filed with Essex South District Deeds in Plan Book 160 as Plan 97.

There is, as appurtenant to the parcels the right to use in common with all others entitled thereto all streets and ways shown on said Plan for all purposes for which public ways are used in the Town of Saugus, including specifically such rights in Diamond Street and Denise Drive.

The Fourth Parcel hereinabove, being the same premises conveyed to Saugus Holding, LLC, by deed of Saugus Funding Corp. recorded with Essex South District Registry of Deeds on July 12, 2001 in Book 17407, Page 471.