12997

2000 H-#7

TARLOW, BREED, HART, MURPHY & RODGERS, P.C.

COUNSELLORS AT LAW
21 CUSTOM HOUSE STREET
BOSTON, MASSACHUSETTS 02110
(617) 261-7600
TELECOPIER (617) 261-7673

Writer's Direct Dial Number: (617) 218-2066

2000 NOV -7 P 3:12

November 2, 2000

Cheryl Anne Watson, Esq.
City of Cambridge
Law Department
City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Re: Firehouse Inn LLC
350 Main Street, Dock Street and Deacon Street

Dear Attorney Watson:

Please find enclosed a copy of the recorded documents we recently received from the Middlesex Registry of Deeds. Kindly contact me if you have any further questions. Thank you for your courtesy and cooperation with this matter..

Very truly yours,

Laura S. Henkin

Laura S. Henkin
Paralegal

Enclosure

BK31724PG223

CERTIFICATE OF MUNICIPAL LIENS
GENERAL LAWS, CHAPTER 60, SECTION 23 AS AMENDED

No

The Commonwealth of Massachusetts
CITY OF CAMBRIDGE
Office of the Collector of Taxes

Tarlow, Breed, Hart, Murphy & Rodgers
21 Custom House Street
Boston, Ma 02110

August 8, 2000 19

It is hereby certified from available information that hereinafter listed are all taxes, assessments, water rates, and charges, which on the above date constitute liens on the parcel of real estate specified below.
The amounts now payable on account of such real estate so far as they are fixed and ascertained are itemized below. Any amount not ascertainable is so stated.

PROPERTY DESCRIPTION

Assessed to: Cambridge Fire Dept., Blk-48, Lot 14, Area 9,400
Address: 491 Broadway Street, Cambridge, Ma 02139 Value $2,159,000.
Parcel Identifier: 758-20 Water & Sewer Identifier:

4.00 419 08/17/00 11:46:12 RSD

MUNICIPAL LIENS	AMOUNTS OWED					
	1st half 2000	2nd half 2000	1st half 1999	2nd half 1999	1st half 1998	2nd half 1998
TAX	$ TAX EXEMPT	$ TAX EXEMPT	$ TAX EXEMPT	$	$	$
INTEREST FROM						
CHARGES AND FEES						
TAX TITLE						
SIDEWALK ASSESSMENT						
STREET ASSESSMENT						
SEWER ASSESSMENT						
WATER LIEN	0					
WATER CHARGES	0					
SEWER USE CHARGES						
INTEREST FROM						

Massachusetts General Laws (Chapter 59, sections 57 & 69; Chapter 60, sections 62, 63, and 68) fix the interest rates for delinquent tax and tax title accounts. Sections 17-62 (h) and 19-21 of the code of the City of Cambridge fix the interest rate for delinquent water and sewer accounts. Interest charges on this certificate are computed through the date of this certificate.

The following improvements have been voted, with regard to which there will probably be liens.

R.E. balances are current as of 8/8/00. Call the Finance Dept. for the final pay-off figure at 349-4220.

I HAVE NO KNOWLEDGE OF ANY OTHER LIENS OUTSTANDING AS OF THE DATE OF THIS CERTIFICATE.

Collector of taxes for the City of Cambridge

Form 34 Revised 1/15/78

3

CCM-101

City of Cambridge

IN CITY COUNCIL

January 24, 2000

WHEREAS:

By Section 21 of Chapter 82 of the General Laws, as amended, it is provided that the Cambridge City Council may discontinue a public way; and

WHEREAS:

The City Manager recommends, and the City Council approves, the disposition of 350 Main Street and the streets known as Deacon and Dock Streets; and

WHEREAS:

After a public process seeking proposals for the disposition of 350 Main Street and Deacon and Dock Streets, the Mary Prentiss Inn, Inc. was selected in accordance with the criteria established in the Request for Proposals; and

WHEREAS:

The Mary Prentiss Inn, Inc. has agreed that the existing pedestrian and vehicular traffic patterns on Deacon and Dock Streets will be permanently maintained in their current configurations unless otherwise approved by the City; and

WHEREAS:

The City Manager of Cambridge and City Council, in order to provide and promote public safety, have reconfigured certain public ways, and have further approved and authorized that the City should under the provisions of the aforesaid Chapter of the General Laws discontinue Deacon and Dock Streets, Cambridge, MA, which streets will become private ways, owned and operated by the Mary Prentiss Inn, Inc.

NOW, THEREFORE, by virtue of and in pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Cambridge, by its City Council, does hereby discontinue Deacon and Docks Streets hereinafter described:

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence
S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29' 07" E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence

N 05° 30' 53" E A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510 $\pm$ square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS" , scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923.

NOW, THEREFORE, BE IT

ORDERED:

The discontinuance of Deacon and Dock Streets, Cambridge, MA, as described herein is hereby authorized in accordance with General Laws, Chapter 82, Section 21, as amended.

Said land is described above. This parcel contains 12,510 $\pm$ square feet.

In City Council January 24, 2000
Adopted by a yea and nay vote:-
Yeas 9 ; Nays 0 ; Absent 0 .
Attest:- D. Margaret Drury, City Clerk

A true copy: D. Margaret Drury

ATTEST:- D. Margaret Drury, City Clerk

817

FINAL PROPERTY DISPOSITION AGREEMENT

THIS FINAL PROPERTY DISPOSITION AGREEMENT ("Agreement") is entered into as of August 15, 2000 between **FIREHOUSE INN LLC.** a Massachusetts limited liability corporation with offices at 6 Prentiss Street, Cambridge, Massachusetts 02140 (the "Developer") and the **CITY OF CAMBRIDGE**, a body politic and corporate and a political subdivision, having an address at 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 (the "City").

WHEREAS, the City owns certain land known as 350 Main Street, and two public ways known as Deacon and Dock Streets (collectively the "Property"); and

WHEREAS, the City requested proposals for the Disposition of the Property ("RFP"); and

WHEREAS, the Developer submitted a proposal for the purchase and development of the Property in accordance to the requested proposal, which the City has conditionally accepted;

NOW THEREFORE, in consideration of the facts referenced above, the mutual covenants set forth herein, and the payment this day by the Developer to the City of the amount described below, the receipt and sufficiency of which are hereby acknowledged by the City, the parties hereto hereby agree as follows:

I. <u>Description of Property:</u>

A. Dock Street is bounded northerly by Main Street, easterly by property of MIT, Deacon Court (a private way), property of MIT and Deacon Street, southerly by property of MIT and westerly by property of MIT and the City of Cambridge. Dock Street consists of 5,910 square feet of land. The legal description is attached hereto as Exhibit A.

B. Deacon Street is bounded northerly by property of MIT, easterly by Carleton Street, southerly by property of MIT, and westerly by Dock Street. Deacon Street consists of 6,600 Square feet of land. The legal description is attached hereto as Exhibit B.

C. 350 Main Street is bounded northerly by Main Street, easterly by Dock Street, southerly and westerly by property of MIT. 350 Main Street consists of 9,400 square feet of land. The building at 350 Main Street is a former fire station which was built in 1894 and closed on July 1, 1993; it is a two story brick building with a basement and is currently boarded up and vacant. The legal description is attached hereto as Exhibit C.

II. <u>Terms:</u>

1. <u>Sale Price</u>. If all contingencies are met, and this Agreement has not been properly terminated, then the Developer and the City agree that at such time the Developer shall pay $1,350,000.00 to the City and the City shall deed it's interests in the Property to the Developer.

MSD 08/17/00 11:46:14 422 08/17/00 PLAN NUMBER: 00000908 13.00
SEE PLAN IN RECORD BOOK 31724 PAGE 224
350 MAIN ST, DEACON ST, DOCK ST CAMBRIDGE

2. Incorporation of RFP. The terms of the Request for Proposals and the terms of the actual proposal made by the Developer to the City dated February 28, 1998 are incorporated herein and are made binding on the parties.

3. Termination. The City or the Developer may terminate this Agreement upon 30 days written notice if either party defaults on its obligations hereunder, including any failure by the Developer to act in accordance with the representations made in the RFP. Without limiting the foregoing, failure by the Developer to obtain any of the required permits for its proposed development, which results in a material alteration to the to the plan proposed by the Developer and accepted by the City, shall be grounds for termination.

4. Permits. The Developer will be responsible for obtaining the necessary approvals for all permits for the proposed use of the site.

5. Street Access. The Developer shall demonstrate to the City, for the City's final approval, that the existing pedestrian and vehicular traffic pattern on Deacon and Dock Streets will not be unreasonably altered except during the period of initial construction. The Developer shall obtain all necessary permits and approvals from appropriate City Departments including but limited to Inspectional Services, Public Works, Traffic, Police, Electrical and the Fire Department, for its initial construction plan for limited access to Deacon and Dock Streets. The Developer shall notify all abutting property owners of its plan to limit access to Deacon and Dock Streets during initial construction. The Developer shall at all times maintain safe conditions and open access for pedestrian and vehicular traffic on what were formerly Deacon Street and Dock Street.

6. Design Guidelines. The Developer hereby agrees to adhere to design guidelines as outlined in the RFP and as outlined in the guidelines approved by the Planning Board on April 5, 1999; a copy of which is attached hereto. The Developer hereby agrees to build in conformity with the plans incorporated with any building permit issued for initial construction.

7. Demolition Permit. Since the building located on this property is over fifty years old, Chapter 2.78 of the Cambridge Municipal Code applies. This ordinance requires that no permit for demolition, which includes removal of a building, be issued without review by the Cambridge Historical Commission. No demolition may take place until "all approvals necessary for issuance of a building permit" for a replacement structure, or a certificate of occupancy for a parking lot, have been issued.

8. Utilities. Disposition of all of the properties shall be subject to the retention by the City of any and all existing or necessary utility or sub-surface easements, provided that the Developer will be given the right to relocate any such utilities, as approved by the City, at Developer's expense in conjunction with its development of the site.

9. Option to Repurchase. In order to protect the City's financial interests, whose interests are subordinate to the first mortgage to Boston Federal Savings Bank, its

successors and assigns, the Developer must agree that if the site is put up for resale in the future, the property must first be offered to the City on the following terms:

> Until the end of two years from the time the transaction closes, the sale price (received by the City for this sale) plus the seller's costs of acquisition, resale and site improvements, adjusted by the change in the consumer price index over the period.
>
> From year three until the end of year ten after the transaction closes, fair market value to be determined as follows: each party will retain an independent appraiser to estimate the value of the property; if a price can be agreed upon based on the two appraisals this agreed price will be the acquisition price; if not, a third appraiser will be retained, with the fee to be shared by the parties, who will perform as a review appraiser and arbitrate a final acquisition price for the property.

This right of first refusal is limited to the ten years from the date of conveyance and shall expire thereon and no further instruments shall be required to be recorded in connection therewith.

10. Environmental Testing. Prior to closing, the Developer will provide the City with a copy of any and all environmental tests performed on the Property. The Developer agrees to accept the Property as is and will exonerate, indemnify, defend, and hold the City and all persons claiming by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, relating to, or arising out of the Developer's exercise of any rights or authority granted by this Agreement (specifically excluding all damages and expenses that arise from the negligence or misconduct of City).

11. Memorial Relocation. The City will relocate the memorial marker to Leo Shallow, which is currently at 350 Main Street, to an appropriate location.

12. Breach. In the event of a breach or a threatened breach of any of the covenants or agreements contained herein, the City shall be entitled to institute legal action (i) to enforce performance and observance of such covenants or agreements, (ii) to enjoin any acts which are violative of such covenants or agreements, (iii) to obtain and order of a curt commanding specific performance of any of these covenants or agreements, (iv) to obtain damages and/or (v) to obtain such other relief as may be appropriate.

13. Successors and Assigns. The Developer, for itself, its successors and assigns, hereby agrees and acknowledges that this Final Disposition Agreement and any amendments thereto shall immediately be recorded by the Developer, at no expense to the City, in the appropriate land records office and returned to City as soon as possible following recordation. This Final Disposition Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

14. Assignment. The Developer may not assign all or any portion of its rights under this Agreement without the prior written consent of the City.

15. Entire Agreement. The parties further acknowledge and declare that this Agreement contains the entire agreement between the parties hereto, and that there are no agreements, promises, terms, conditions, or understandings and no representations or inducements leading to the execution hereof, express or implied, other than those herein set forth, and that no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

16. Modification. This Agreement shall not be altered or modified except by an instrument in writing signed and acknowledged by the parties.

17. Additional Restrictions. Disposition of the property shall be subject to all restrictions in this Agreement and in addition to those stated in the Deeds to the Property.

18. Waiver. Any failure by the City to enforce the provisions of this Agreement shall in no way constitute a waiver by the City of any of its rights hereunder, unless such waiver is in writing and signed by the City.

19. Severability. If any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Agreement shall not be affected.

20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of The Commonwealth of Massachusetts.

21. Recording. The Developer shall be responsible to record all conveyancing documents that are signed and executed at the Closing.

City of Cambridge
By

Robert W. Healy
City Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex s.s. August 15, 2000

Then personally appeared the above named Robert W. Healy, the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me.

Donna P. Lopez

Notary Public
My Commission Expires
MY COMMISSION EXPIRES
SEPTEMBER 27 2002

Approved as to form:

Russell B. Higley
City Solicitor

Firehouse Inn LLC.
By

Charlotte Forsythe, Manager.
Charlotte Forsythe
Managing Member

COMMONWEALTH OF MASSACHUSETTS

Suffolk ~~Middlesex~~ s.s. August 15, 2000

Then personally appeared the above named Charlotte Forsythe, and acknowledged the foregoing instrument to be the free act and deed of the ~~City of Cambridge~~ Firehouse Inn LLC, before me.

Notary Public
My Commission Expires 10/29/04

EXHIBITS A, B AND C

PARCEL 1 350 MAIN STREET

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the northwest corner of the lot to be described;

THENCE: easterly a distance of seventy feet (70.0') by the southerly sideline of Main Street to the westerly sideline of Dock Street for a corner;

THENCE: turning an angle of ninety degrees (90') to the left from the southerly sideline of Main Street, a distance of one hundred thirty-five feet (135.0') along the westerly sideline of Dock Street for a corner;

THENCE: westerly a distance of sixty-nine and 25 hundredths feet (69.25') by land now or formerly of the Massachusetts Institute of Technology for a corner;

THENCE: northerly a distance of one hundred thirty-five feet (135.0') by land now or formerly of the Massachusetts Institute of Technology to the southerly sideline of Main Street and the point of beginning.

Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

PARCEL 2 DEACON AND DOCK STREETS

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E   A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence

S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29'; 07"E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence
N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", SCALE 1"=40', dated April 27, 2000, prepared by Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 4, 2000

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of Limited Liability Company was filed in this office by

FIREHOUSE INN LLC

in accordance with the provisions of Massachusetts General Laws, Chapter 156C on **February 7, 2000**.

I also certify said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; and that, so far as appears of record, said Limited Liability Company has legal existence and is in good standing with this office.

I certify that the name of all managers listed in the most recent filing are:**CHARLOTTE FORSYTHE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filings are:**CHARLOTTE FORSYTHE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHARLOTTE FORSYTHE**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

84

CERTIFICATE OF MANAGER

In consideration of the sum of $6,690,000.00 and other good and valuable consideration, **CHARLOTTE FORSYTHE**, Managing Member of **FIREHOUSE INN LLC,** a Massachusetts limited liability company (hereinafter referred to as the "LLC"), does hereby certify unto Boston Federal Savings Bank (hereinafter referred to as the "Lender"), in order to induce Lender to make the Loan, hereinafter defined, the following:

1. This Certificate is furnished in connection with the conveyance of a certain parcel of land in Cambridge, Middlesex County, Massachusetts by and between the LLC and the City of Cambridge, a body public, political and corporate.

2. That the undersigned Managing Member of the LLC has personal knowledge of the facts certified in this Certificate and has the power and authority to execute this Certificate.

3. That attached hereto as Exhibit "A" is a true and correct copy of the Certificate of Legal Existence of the Company, that attached hereto as Exhibit "B" is a true, correct and complete copy of the Certificate of Limited Liability Company.

4. That the Company has full power and authority, without the consent or approval of any other party or entity, to execute and deliver all documents and instruments as any authorized member of the Company may deem necessary or advisable to enable the Company to fulfill its obligations as contained in that certain Mortgage and Security Agreement, Assignment of Leases and Rents, Mortgage Note, and all documents executed in connection therewith, with respect to that certain loan from Lender to the Company of even date herewith (the "Loan") secured by the Property described in such Mortgage and Security Agreement, all on such terms and conditions as the Managing Member of the Company shall deem necessary or desirable (such obligations hereinafter referred to collectively as the "Obligations").

5. That the performance by the Company of the Obligations and the execution and delivery of the loan documents related thereto will not result in any:

   i. violation of the Operating Agreement or the Company Certificate;

   ii. breach of or a default under any agreement to which the Company is a party;

   iii. violation of any judicial or administrative decree, writ, judgment or order to which the LLC or the Property is subject.

MSD 08/17/00 11:46:16 424 10.00

6. That the proceeds of the Loan are to be used for commercial or business purposes and are not for personal, family, household or other purposes.

IN WITNESS WHEREOF, the undersigned as signed, sealed and delivered this Certificate as of the 24th day of April, 2000.

MANAGING MEMBER

Charlotte Forsythe

Charlotte Forsythe

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 24, 2000

Then personally appeared before me Charlotte Forsythe, Manager and acknowledged the foregoing to be her free act added.

Kathy E. Melchin

Notary Public

11/8/02

My Commission Expires

BK31724PG238

EXHIBIT A

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

August 4, 2000

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of Limited Liability Company was filed in this office by

FIREHOUSE INN LLC

in accordance with the provisions of Massachusetts General Laws, Chapter 156C on **February 7, 2000**.

I also certify said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; and that, so far as appears of record, said Limited Liability Company has legal existence and is in good standing with this office.

I certify that the name of all managers listed in the most recent filing are:**CHARLOTTE FORSYTHE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filings are:**CHARLOTTE FORSYTHE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHARLOTTE FORSYTHE**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

EXHIBIT B

CERTIFICATE OF ORGANIZATION
OF
FIREHOUSE INN LLC

FILED

FEB -7 2000

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Pursuant to Section 12 of Chapter 156C of the Massachusetts General Laws (the "Act"), the undersigned hereby certifies as follows:

1. **Name of Limited Liability Company**: The name of the limited liability company formed hereby (the "LLC") is Firehouse Inn LLC.

2. **Office of Limited Liability Company**: The address of the LLC in the Commonwealth required to be maintained by Section 5 of the Act is 6 Prentiss Street, Cambridge, Massachusetts 02140.

3. **Agent for Service of Process**: The name and address of the resident agent for service of process for the LLC is Charlotte Forsythe, 6 Prentiss Street, Cambridge, Massachusetts 02140.

4. **Date of Dissolution**: The LLC is to have no specific date of dissolution.

5. **Manager**: At the time of formation of the LLC, its manager is Charlotte Forsythe, 6 Prentiss Street, Cambridge, Massachusetts 02140.

6. **Execution of Documents**: Charlotte Forsythe is authorized to execute any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.

7. **Business of Limited Liability Company**: The general character of the business o the LLC is to develop, manager, operate and maintain real estate for commercial purposes including but not limited to hospitality and educational purposes; to acquire any real or personal property necessary to carry out such purposes; to enter into contracts relating to the same and for any other purpose permitted under law.

8. **Execution of Documents Relating to Real Property**: The manager is authorized on behalf of the LLC to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

In Witness Whereof, the undersigned has executed this Certificate of Organization under the penalties of perjury this 31st day of January, 2000.

Charlotte Forsythe

Charlotte Forsythe Manager
Manager

DEED

The City of Cambridge, a municipal corporation with an address at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (the "Grantor"), in consideration of the payment of $1,350,000, paid for the conveyance of the parcel described herein and for the conveyance of the parcel known as Deacon and Dock Streets conveyed this date by separate deed, and the mutual agreements set forth in an agreement (the Final Property Disposition Agreement), dated on or about this date, between the Grantor and the Grantee, the Grantor hereby grants with QUITCLAIM CONVENANTS to the Firehouse Inn LLC., a Cambridge, Massachusetts limited liability corporation with a business address at 6 Prentiss Street, Cambridge, Massachusetts, 02140 (the "Grantee"), all of Grantor's right, title and interest in that certain land, known as 350 Main Street, situated in Cambridge, Massachusetts (the "Property") referenced on a plan recorded with the Middlesex South District Registry of Deeds in Plan Book 263, Plan A of 2, L.C.C. 4656A and described as follows:

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows;

BEGINNING at the northwest corner of the lot to be described;

THENCE: easterly a distance of seventy feet (70.0') by the southerly sideline of Main Street to the westerly sideline of Dock Street for a corner;

THENCE: turning an angle of ninety degrees (90') to the left from the southerly sideline of Main Street, a distance of one hundred thirty-five feet (135.0') along the westerly sideline of Dock Street for a corner;

THENCE: westerly a distance of sixty-nine and 25 hundredths feet (69.25') by land now or formerly of the Massachusetts Institute of Technology for a corner;

THENCE: northerly a distance of one hundred thirty-five feet (135.0') by land now or formerly of the Massachusetts Institute of Technology to the southerly sideline of Main Street and the point of beginning.

Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded herewith, AS EXHIBIT A

350 MAIN ST CAMBRIDGE

The Grantor excepts and reserves the non-exclusive right (along with the rights of others legally entitled) to use, maintain, repair and replace subsurface utilities under the Property of the size and type, and in approximate present locations, as those existing subsurface utilities located in, beneath or on the Property as of the date of this Deed, provided in each case that the exercise of such rights is not inconsistent with the rights of the Grantee in the Property. The Grantee may relocate any surface or subsurface utilities in the Property maintained by the Grantor at the Grantee's sole cost and expense from time to time. The Grantor shall be solely responsible for, and shall pay all costs of, such use, maintenance, repair, and replacement of any subsurface utilities in the Property (other than utilities used, installed, placed or maintained by the Grantee) and for all costs and expenses incurred in repairing any utilities installed or maintained by the Grantee to accommodate utilities of the Grantor, or incurred in repairing any damage or destruction to such utilities caused in whole or part by the activities of the Grantor. The Grantor shall give advance notice of (at least ten (10) days, except in emergencies, when notice shall be given as soon as possible thereafter) to the Grantee of any proposed work to be undertaken within the Property, and shall coordinate all such work with authorized representatives of the Grantee. The Grantor shall carry out all work undertaken in the Property in a good and workmanlike manner and shall maintain all utilities, other improvements, and the Property in good and safe condition and repair during such time of maintenance, repair or replacement and shall, in the event of any damage or disturbance resulting from the exercise of rights hereunder by the Grantor, restore any utilities, other improvements, or areas damaged or disturbed to substantially the condition in which they were immediately prior to such damage or disturbance.

Whenever in this Deed the consent or approval of any party is required, such consent shall not be unreasonably withheld, delayed or qualified and shall be in writing signed by a duly authorized officer or agent of the party granting the consent or giving the approval. Any written notice, consent, approval, or authorization received by the Grantor from the Grantee may be relied upon as authorized to be given hereunder. Any written notice, consent, approval, or authorization received by the Grantee from the City Manager of the Grantor or the designee of the City Manager may be relied upon as authorized to be given hereunder.

By its acceptance and recording of this Deed, the Grantee agrees to be bound by the terms and conditions hereof.

If any term or provision of this Deed or the application thereof to any party or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. The provisions hereof shall run with the land described herein and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

For title of the Grantor, see instrument recorded with the Middlesex South District Registry of Deeds at Book 1800, Page 441 and Book 1110, Page 153.

The City of Cambridge has caused this instrument to be signed under seal, acknowledged and delivered in its name and on its behalf by Robert W. Healy, its City Manager, this 15th day of August, 2000.

CITY OF CAMBRIDGE

By: Robert Healy
Its City Manager
Hereunto duly authorized

Approved as to form:

Russell B. Higley
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

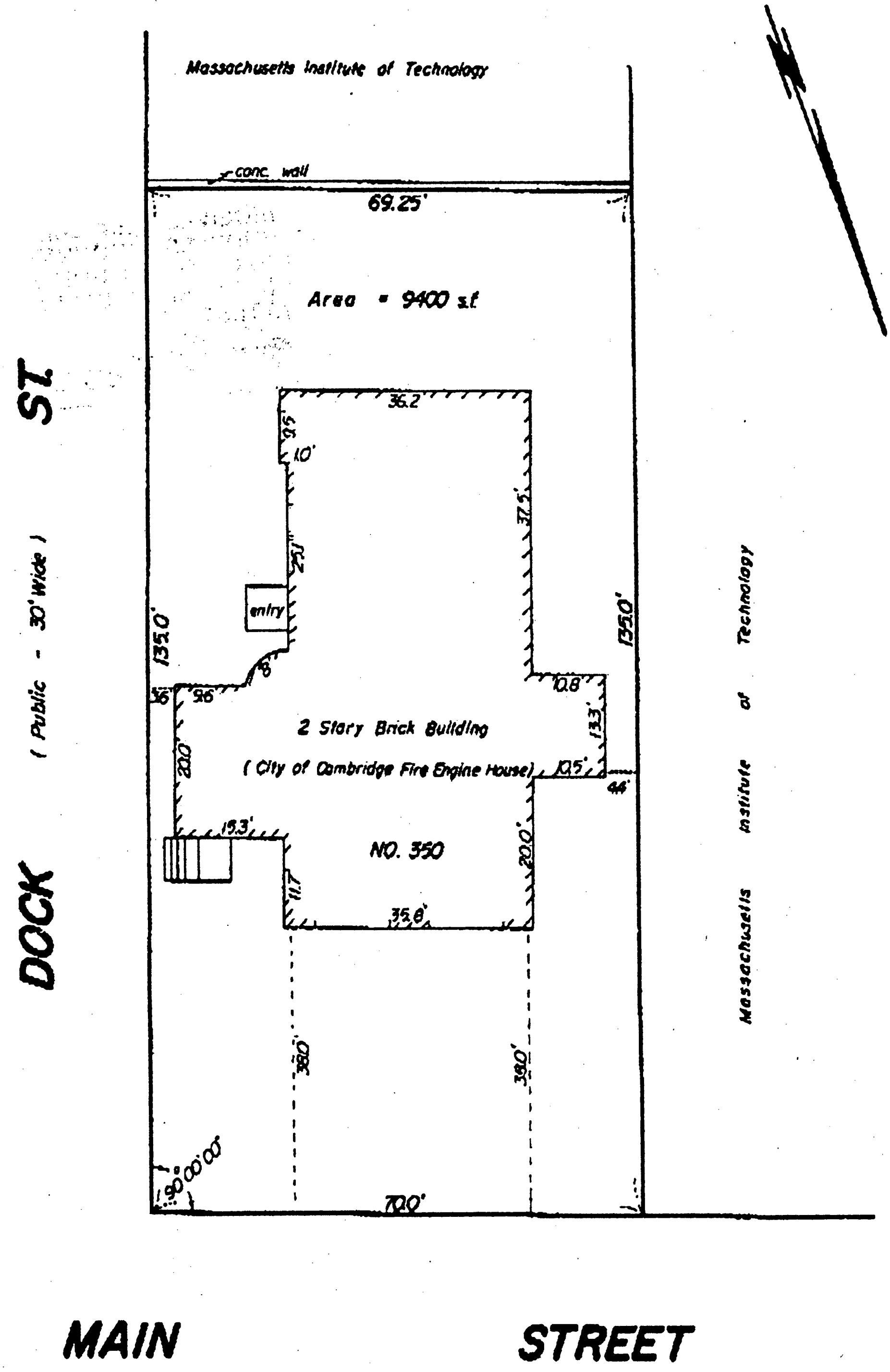
Middlesex s.s. August 15, 2000

Then personally appeared the above named Robert W. Healy, the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me.

Donna P. Lopez
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES SEPTEMBER 27 2002

EXHIBIT A



PROPERTY REFERENCES:
Middlesex South Registry of Deeds
Plan Bk. 263, Plan A of 2
L.C.C. 4656 A

PLOT PLAN

350 MAIN ST.

CAMBRIDGE, MASS.

I certify that this plan is based on field survey on May 12, 1999, and plans of record.

SCALE: 1" = 16' MAY 25, 1999

W. H. MASON PROF. LAND SURVEYOR
122 ESSEX ST. BEVERLY, MA 01915

4

DEED

The City of Cambridge, a municipal corporation with an address at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (the "Grantor"), in consideration of the payment of $1,350,000, paid for the conveyance of the parcel described herein and for the conveyance of the parcel known as 350 Main Street, conveyed this date by separate deed, and the mutual agreements set forth in an agreement (the Final Property Disposition Agreement), dated on or about this date, between the Grantor and the Grantee, the Grantor hereby grants with QUITCLAIM CONVENANTS to the Firehouse Inn LLC., a Cambridge, Massachusetts limited liability corporation with a business address at 6 Prentiss Street, Cambridge, Massachusetts, 02140 (the "Grantee"), all of Grantor's right, title and interest in that certain land, known as Deacon and Dock Streets, situated in Cambridge, Massachusetts (the "Streets") shown on a plan entitled "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS" ,scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith and described as follows:

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence
S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29' 07" E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said

	Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence
N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510 ± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

The Grantor excepts and reserves the non-exclusive right (along with the rights of other legally entitled) to use, maintain, repair and replace subsurface utilities under the Property of the size and type, and in approximate present locations, as those existing subsurface utilities located in, beneath or on the Property as of the date of this Deed, provided in each case that the exercise of such rights is not inconsistent with the rights of the Grantee in the Property. The Grantee may relocate any surface or subsurface utilities in the Property maintained by the Grantor at the Grantee's sole cost and expense from time to time. The Grantor shall be solely responsible for, and shall pay all costs of, such use, maintenance, repair, and replacement of any subsurface utilities in the Property (other than utilities used, installed, placed or maintained by the Grantee) and for all costs and expenses incurred in repairing any utilities installed or maintained by the Grantee to accommodate utilities of the Grantor, or incurred in repairing any damage or destruction to such utilities caused in whole or part by the activities of the Grantor. The Grantor shall give advance notice of (at least ten (10) days, except in emergencies, when notice shall be given as soon as possible thereafter) to the Grantee of any proposed work to be undertaken within the Property, and shall coordinate all such work with authorized representatives of the Grantee. The Grantor shall carry out all work undertaken in the Property in a good and workmanlike manner and shall maintain all utilities, other improvements, and the Property in good and safe condition and repair during such time of maintenance, repair or replacement and shall, in the event of any damage or disturbance resulting from the exercise of rights hereunder by the Grantor, restore any utilities, other improvements, or areas damaged or disturbed to substantially the condition in which they were immediately prior to such damage or disturbance.

The Grantor excepts and reserves the right solely for municipal purposes and use to establish easements, licenses or other rights as may be necessary to construct, install, remove, maintain, repair, replace and use subsurface utilities in the Property to the extent not inconsistent with the rights and easements granted to the Grantee hereunder; provided, however, that prior to granting such easements, licenses or other rights, the Grantor shall require such grantee to agree in writing to be bound by the terms and conditions of the immediately preceding paragraph hereof imposed on the Grantor (including but not limited to the obligations to undertake all work in the Property in a good and workmanlike manner at its sole cost), for the benefit of the Grantee. A copy of such written agreement shall be delivered to the Grantee prior to the commencement of work in the Property. The Grantee may relocate any subsurface utilities in the Property maintained by such grantee or party at the Grantee's sole cost and expense from time to time.

In its use of the Property, the Grantee agrees to permit vehicular and pedestrian access to the public, including parking, in those areas, which as of the date of this Deed, were available for vehicular and pedestrian access and parking.

Whenever in this Deed the consent or approval of any party is required, such consent shall not be unreasonably withheld, delayed or qualified and shall be in writing signed by a duly authorized officer or agent of the party granting the consent or giving the approval. Any written notice, consent, approval, or authorization received by the Grantor from the Grantee may be relied upon as authorized to be given hereunder. Any written notice, consent, approval, or authorization received by the Grantee from the City Manager of the Grantor or the designee of the City Manager may be relied upon as authorized to be given hereunder.

By its acceptance and recording of this Deed, the Grantee agrees to be bound by the terms and conditions hereof.

If any term or provision of this Deed or the application thereof to any party or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. The provisions hereof shall run with the land described herein and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

For title of the Grantor, see instrument recorded with the Middlesex South District Registry of Deeds at Book 4182, Page 448 and Plan Book 263, Plan No. 15.

The City of Cambridge has caused this instrument to be signed under seal, acknowledged and delivered in its name and on its behalf by Robert W. Healy, its City Manager, this 15th day of August, 2000.

CITY OF CAMBRIDGE

By: ______________________
Its City Manager
Hereunto duly authorized

Approved as to form:

____
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex s.s. August 15, 2000

Then personally appeared the above named Robert W. Healy, the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me.

Donna P. Napz
____
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 27 2002

 Loan #20019675

9

When Recorded Mail to:
Boston Federal Savings Bank
17 New England Executive Park
PO Box 3030
Burlington, MA 01803

COMMERCIAL
MORTGAGE-SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that **Firehouse Inn LLC a Massachusetts Limited Liability Company** having a principal place of business at **6 Prentiss Street, Cambridge, MA,** is hereby known as ("Mortgagor").

FOR CONSIDERATION PAID, hereby grant to BOSTON FEDERAL SAVINGS BANK, a banking corporation organized and existing under the laws of the United States of America, having its usual place of business at 17 New England Executive Park, Burlington, Middlesex County, Massachusetts ("Mortgagee").

WITH MORTGAGE COVENANTS, to secure the payment of **Six Million Six Hundred NinetyThousand and No/00 Dollars ($6,690,000.00)** as provided in Mortgagor's Note of even date ("Note") and also to secure the performance of all agreements and conditions contained herein, and in the Note and to secure the payment of or performance of all other debts, covenants and agreements of or by Mortgagor to or for the benefit of Mortgagee now existing or hereafter accruing while this Mortgage-Security Agreement is still of record, the land located at **350 Main Street, Dock Street and Deacon Street, Cambridge, MA** with the buildings and improvements, described in Exhibit "A" attached hereto and made a part hereof (the "mortgaged premises").

The provisions of Exhibit "B" attached hereto prior to the execution of this instrument, relating to the grant to the Mortgagee of a security interest in and to certain property owned by the Mortgagor are incorporated herein by specific reference.

Together with all of the improvements now or hereafter erected on the property, and all rights, easements and appurtenances thereto belonging, and all fixtures now or hereafter attached to the property, including also, insofar as the same are or can by agreement of the parties, be made a part of the realty, all of the following articles now or thereafter on the above described premises or used in connection therewith; portable or sectional buildings; bathroom, plumbing, heating, lighting, ventilating, and air conditioning apparatus and equipment; equipment including automobile lifts of all types, tanks, motors; sprinkler and fire extinguishing systems; door bell and alarm systems; built-in cases, counters; trees, hardy shrubs and perennial flowers; and other fixtures whether or not included in the foregoing enumeration; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on said premises are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable; and all rights thereunder shall inure to the benefit of the holder hereof, including the right to complete payments in case of default and receive title to the same.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To perform and observe all of the terms and conditions of the note secured by this Mortgage;

2. To make all payments of all taxes, charges for water, sewer and other municipal services and assessments related in any way to the mortgaged premises at least ten (10) days before the same becomes due and payable and in addition, to pay to the Mortgagee on demand any balance necessary to pay in full said taxes, charges and assessments at least ten (10) days before the date when they become due and payable. Mortgagor shall, if required to do so by Mortgagee, pay monthly to Mortgagee an apportionment of the annual real estate taxes, as estimated from time to time by Mortgagee, to be sufficient to pay such taxes as they become due. Such sums shall bear interest and may be co-mingled with the general assets of Mortgagee, the Mortgagee shall not be required to account for any profits resulting from its use thereof; and such sums are held by Mortgagee for payment of such taxes, charges and assessments and/or any other obligations of Mortgagor hereunder. Mortgagor shall furnish to Mortgagee tax bills at least fifteen (15) days before the same shall be due and payable. Mortgagor grants Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of Mortgagor to apply for and prosecute claims for the abatement of taxes and to collect and endorse any checks issued on account of Mortgagor and to retain and apply the same to the debt secured hereby. With respect to the payments of such real estate taxes and betterment assessments, it is expressly agreed that no trust or other fiduciary relationship is created and that the Mortgagee shall not be accountable to make any payment to the Mortgagor for interest or net profit or earnings or otherwise thereon, and that the Mortgagee's sole obligation shall be to make payment to the municipality when due in amounts not exceeding the balance on hand of such payments received hereunder and to make repayment to the undersigned in the amount of the excess, if any, except as otherwise required by applicable law, provided that in any event it shall be the obligation of the Mortgagor to pay when due all taxes, assessments and government charges to whomsoever laid or assessed on the granted premises of on any interest therein or on the debt secured thereby.

3. To insure and keep insured for the lesser amount of the mortgage loan or the replacement value of the mortgaged premises the buildings now or hereafter standing on said land against fire, and other hazards, casualties and contingencies, including flood, as the Mortgagee may from time to time direct, and to deposit all such insurance policies or certificates with the Mortgagee forthwith after the binding of such insurance, and to deliver to Mortgagee new policies or certificates thereof for an insurance about to expire at least ten (10) days before such expiration; provided that said insurance coverage shall be in an amount not less than that necessary to comply with any coinsurance

percentage stipulated in said policy or policies. All such insurance policies shall be first payable in case of loss to Mortgagee and shall be written by such companies, on such terms, in such form and for such periods or amounts as Mortgagee shall from time to time designate or approve, shall provide that they shall not be canceled or amended without at least ten (10) days prior written notice to the Mortgagee. Mortgagor hereby grants Mortgagee full power and authority at attorney irrevocable of Mortgagor to cancel or transfer such insurance, to make proof of loss upon Mortgagor's failure to do so, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium and to apply the same to debt secured hereby;

4. To keep all and singular the said mortgaged premises in such repair, order and condition as the same are now in, or may be put in while this Mortgage is outstanding. The Mortgagor shall not commit or suffer any strip or waste of the mortgaged premises thereof or any violation of any law, by-law, restriction, regulation, order, code or ordinance affecting the same or the use thereof (any such use prohibited or permanently enjoined by any public official or court being conclusively deemed a violation for purposes of this Mortgage), or an act thereon tending to harm the mortgaged premises whether or not such act may constitute waste, and shall not make nor remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the mortgaged premises nor permit any material alteration in the use, occupancy or structural condition of the mortgaged premises without in each instance obtaining the prior written consent of the Mortgagee;

5. To permit the Mortgagee or the Mortgagee's representatives, agents and employees to examine the mortgaged premises at any reasonable time for the purpose of inspecting the condition of the mortgaged premises and compliance with the covenants contained herein; and the Mortgagee may, in its discretion, enter upon and make such repairs as in its judgment may be necessary to keep said premises in good condition and repair;

6. That in the event of loss, Mortgagor will give immediate notice to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor; and in the event of loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured, or the restoration or repair of the property damaged;

7. To pay on demand to the Mortgagee, or the Mortgagee may at its option add to the principal balance then due any sum or sums advanced or paid by the Mortgagee on account of any default, of whatever nature, by the Mortgagor, or any sum or sums advanced or paid by the Mortgagee, whether before or after default, for taxes, assessments, water bills, repairs, insurance on the mortgaged property or any other insurance pledged as collateral to secure the Mortgage loan, or any sum or sums paid by the Mortgagee, including reasonable attorney's fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages, in entering premises, care and management thereof or prosecuting, defending, or intervening in any legal or equitable proceeding, wherein any of the rights created by the mortgage are, in the sole judgment of the Mortgagee, jeopardized or in issue; and to use for any of these purposes or for the repayment of any amounts so paid by the Mortgagee any sums credited to the Mortgagor as interest, tax escrow money or otherwise;

8. That in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax;

9. That in the event of default in any of the terms or conditions of this Mortgage or of the Note secured hereby which remains unremedied for a period of thirty (30) days after written notice thereof from the Mortgagee to the Mortgagor, the Mortgagee shall have the right to incur any reasonable expense relative to entering the mortgaged premises, care and management thereof, the collection of the indebtedness and/or relative to the right to foreclose said Mortgage and any preliminary steps related thereto, and such expense, including reasonable attorney's fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in the Note, shall be secured by this Mortgage, and shall be payable on demand of Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable or paid from sums credited to Mortgagor as herein provided;

10. That upon any default in any covenant or condition of this Mortgage or the Note or other agreement secured hereby, the Mortgagee, to cure such default, may apply any property or any sums credited by or due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, against any endorser or guarantor of the Mortgage Note, or against the mortgaged premises;

11. That in case of any default in any covenant or condition of this Mortgage, the entire Mortgage debt shall become due at the option of the Mortgagee, and the Mortgagee shall have, in addition to all other rights provided herein, the right to enter immediately upon and take possession of the mortgaged premises without consent or assignment by the owner thereof and without the commencement of any action to foreclose said Mortgage and shall have the further right to collect and receive all rents and profits arising out of and in connection with the mortgaged premises and to apply the same after the payment of charges and expenses incurred by the Mortgagee in connection with the operation of said premises, including any managing agent's commission toward any sums due the Mortgagee under the terms hereof and of said Note; That no waiver of any default or other indulgence shall be effective unless expressed in writing executed by the Mortgagee, and the failure of the Mortgagee to endorse strict performance of any of the terms and conditions of this Mortgage or its acceptance of any payment due hereunder after any default or breach hereof shall not be deemed a waiver of any right or remedy that the Mortgagee may have and shall not constitute a waiver of any such default or breach;

12. In case of a foreclosure sale, the Mortgagee shall be entitled to retain one percent (1.0%) of the purchase price or one (1.0%) percent of the mortgage indebtedness at the time of "foreclosure", whichever is greater, (or in the event foreclosure is discontinued prior to sale, a charge of one percent (1.0%) of said mortgage indebtedness) in addition other costs, charges, and expenses reasonably incurred by the Mortgagee under the Statutory Power of Sale or under the covenant and conditions of this Mortgage:

13. The Mortgagor will not sell, transfer, lease, or alienate the mortgaged premises or any part thereof or interest therein, legal or beneficial, without the prior written consent of the Mortgagee and for breach of this covenant, the entire debt secured hereby shall become immediately due and payable at the option of the Mortgagee; that in the event the legal or beneficial ownership of the mortgaged premises, or any part thereof or interest therein, becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part, notice of any such extension of indulgence, being waived;

14. If this Mortgage is at any time subject or subordinate to another mortgage, Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or any obligation secured hereby, without the consent of the Mortgagee. Any default under such prior mortgage or any obligations secured thereby shall be a default hereunder, and Mortgagee shall be entitled but not obligated to cure said default, as provided herein;

15. Mortgagor agrees that the terms and conditions set forth in the Commitment Letter from Mortgagee to Mortgagor dated **October 22, 1999, December 29, 1999 and July 20, 2000** are accepted by Mortgagor and said Commitment Letter is hereby incorporated herein. Mortgagor agrees to abide by all of said terms and conditions;

16. If any involuntary proceedings shall be commenced against Mortgagor or any party liable under the Note under any chapter of the Federal Bankruptcy Act or other law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, and such petition or proceeding is not dismissed within sixty (60) days from the date on which it is filed or instituted; or if Mortgagor becomes insolvent or is unable to pay its debts as they become due, then, at the option of the Mortgagee, the entire debt secured hereby, together with all prepayment charges to which Mortgagee would be entitled under the Note or by law if the Note is prepaid in full shall at the option of Mortgagee be due and payable;

17. Mortgagor agrees to provide Mortgagee with personal and business financial statements within ninety days after the fiscal year end, and also copies of personal and business tax returns as filed with the Internal Revenue Service;

18. No junior financing against the within mortgaged premises shall be incurred by the Mortgagor without the written consent of the Mortgagee;

19. Mortgagor agrees that the title to the mortgaged premises shall not be transferred or changed without the written approval of the Mortgagee. Breach of this covenant will result, at the option of the Mortgagee, in the acceleration of the mortgage;

20. The Mortgagor hereby assigns to the Mortgagee as additional security all present or future rents and profits of said mortgaged premises; provided that the Mortgagor may, unless otherwise directed by the Mortgagee, retain the said rents and profits until such time as a default occurs in the performance of any covenant, condition or agreement in this Mortgage or in the provisions of the Note secured hereby. The Mortgagor, upon request, agrees to assign in form satisfactory to the Mortgagee as additional security any and all leases of said mortgaged premises now or hereafter executed. The Mortgagor authorizes the holder hereof, as attorney irrevocable of the Mortgagor, to assign the rents and profits as above provided in any lease not assigned after request. The Mortgagor also assigns to Mortgagee the Mortgagor's interests in all agreements, contracts, licensees and permits, now or hereafter outstanding, affecting the mortgaged premises. In confirmation and/or implementation of the foregoing, Mortgagor will execute and deliver to Mortgagee such other instruments of assignment as Mortgagee shall from time to time request; such instruments of assignment to be in form satisfactory to the Mortgagee and authorizing the Mortgagee in the event of foreclosure, to sell and assign said interest to the purchaser at foreclosure. No such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license or permit so assigned, and nothing contained in this Mortgage shall impose upon the Mortgagee any obligations with respect thereto. All leases and all rights so assigned shall be subordinate to this mortgage. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such instrument of assignment on behalf of Mortgagor which Mortgagor fails to or refuses to do. Mortgagor shall not otherwise assign or pledge, or contract, expressly or by implication, to assign or pledge, any agreement, contract license or permit with respect to the mortgaged premises or any lease of any part of the mortgaged premises, or the rights to sue for, collect and receive any rents, additional or percentage returns or other sums in any of said leases provided to be paid to Mortgagor thereunder, or the rights to receive, hold and apply any bonds, guaranties and security in any of said agreements, contracts or leases provided to be furnished to the Mortgagor thereunder, for the rights to enforce any of the agreements, terms, covenants or conditions of said agreements, contract, licenses, permits, or leases or to give notices thereunder, unless in each instance the written consent thereto of Mortgagee be first obtained. Mortgagor represents and warrants that there are no leases now in effect with respect to the mortgaged premises;

21. Not to contract for the payment of nor accept rents for a period of more than two months in advance, and to deliver to the holder within fifteen (15) days after written demand therefore, a detailed statement certified by the owner of the premises setting forth the returns and profits received from the mortgaged premises for the period specified in such demand, the disbursements made for said period, and the names of all tenants of the mortgaged premises; and if requested by the Mortgagee, to furnish to the Mortgagee within sixty (60) days after the end of each fiscal year during the term of this Mortgage a formal statement of annual income and expenses with respect to the mortgaged premises certified by the owner of the premises; and to forward to the Mortgagee a copy of the municipal real estate tax bill on or before the due date thereof showing same as paid in full;

22. That this Mortgage is upon the STATUTORY CONDITION and upon the further express condition that all covenants and agreements upon the part of the Mortgagor herein contained shall be kept and fully performed and

for any breach of any of the aforesaid conditions, provisions, covenants or agreements, the Mortgagee shall have the STATUTORY POWER OF SALE;

23. That wherever the words STATUTORY CONDITION and STATUTORY POWER OF SALE appear herein, they shall have such meaning as is provided by the law of the State in which the mortgaged premises are located, as amended from time to time;

24. That at any foreclosure sale of the mortgage premises, the mortgaged premises and any combination or all of the security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling. Mortgagee, may, in the exercise of the STATUTORY POWER OF SALE herein given elect to sell the mortgaged premises and said other security in parts or parcels, said sales may be held from time to time, and the STATUTORY POWER OF SALE shall not be fully exhausted until all of the mortgaged premises and said other security not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby; if surplus proceeds are realized from a foreclosure sale, Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by Mortgagee;

25. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim right or cause of action, for any and all costs and expenses incurred thereby;

26. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due or to become due whether now existing or hereafter contracted;

27. That in case of taking of the mortgaged premises or any part hereof by any public authority pursuant to the power of eminent domain, the proceeds of all judgments and awards of damage and of all settlements made by the parties in interest shall be paid to the Mortgagee, and the Mortgagee may apply such part or all of such proceeds against the obligations of the Mortgagor hereunder and under the Note as the Mortgagee may determine or the Mortgagee may release the same to the owner of the premises;

28. That wherever notice demand or a request may properly be given to the Mortgagor or his successor in title under this Mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States mail by regular mail, postage pre-paid, addressed to the mortgagor or his successor in title at the address given in this Mortgage as the Mortgagor's address or the business address of the Mortgagor or his successor in title last known to the Mortgagee, and any such notice, demand or request shall be treated as having been given upon such deposit in the Untied States mails, and a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the property, whether or not consented to by the Mortgagee or the non-delivery of same by United States mails and where more than one person constitutes the Mortgagor, one notice sent to the address given in this Mortgage as the Mortgagor's address or the last known business address of any one of them shall constitute sufficient notice to all;

29. Mortgagor represents that neither the Mortgagor or any person for whose conduct the mortgagor is responsible ever: (a) owned, occupied, or operated a site or vessel on which any hazardous material or oil was or is stored (except as such storage was or is in compliance with all laws, ordinances, and regulations pertaining thereto) transported, or disposed of (the term site, vessel, and hazardous material respectively being used in this paragraph with the meaning given those terms in Massachusetts General Laws, Chapter 21E, as amended); (b) caused or was legally responsible for a release, or threat of release, of any hazardous material or oil; (c) received notification from any federal, state, or other governmental authority of (i) any potential, known, or threat of release of any hazardous material or oil on or from the mortgaged premises, or any site or vessel owned, occupied, or operated either by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the mortgaged premises; or (ii) the incurrence of any expenses or loss by such governmental authority, or by any other person, in connection with the assessment, containment, or removal of any release, or threat of release, of any hazardous material or oil from the mortgaged premises or any site or vessel;

30. The Mortgagor represents and warrants to the best of her knowledge, that no hazardous material or oil was ever, or is now, stored on (except in compliance with all laws, ordinances, and regulations pertaining thereto), transported or disposed of on the mortgaged premises;

31. The Mortgagor shall: (a) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the premises; (b) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil; (c) take all such action, including, without limitation, the conducting of engineering test (at the sole expense of the Mortgagor) to confirm that no hazardous material or oil is or ever was stored on the mortgaged premises; and (d) provide the Mortgagees with written notice (i) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil at or from the mortgaged premises, or any other site or vessel owned, occupied, or operated by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the mortgaged premises; (ii) upon the Mortgagor's receipt of any notice to such effect from any federal, state or other governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil from which expense or loss, the Mortgagor may be liable or for which expense a lien may be imposed on the mortgaged premises;

32. The Mortgagee reserves the right, but not the obligation, to cure the Mortgagor's failure to comply with Massachusetts General Laws, Chapter 21E, as amended. Any funds expended by Mortgagee in this regard will be reimbursed promptly to Mortgagee and secured as provided elsewhere in this Mortgage.

33. Mortgagor agrees to indemnify and hold the Mortgagee harmless against any and all loss, liability, damage and expense, including attorney's fees suffered or incurred by the Mortgagee under or on account of Massachusetts General Laws, Chapter 21E, as amended, including the assertion of the Super Lien.

34. That if any one or more of the provisions of the Note, this Mortgage or any instrument executed by any person or entity in connection therewith is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

35. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

36. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person and shall apply to and be binding upon the heirs, executors administrators, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

37. NOTE: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. SEE VARIABLE RATE RIDER ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF BY REFERENCE.

IN WITNESS WHEREOF, **Firehouse Inn LLC** has executed this Mortgage-Security Agreement this 15th ______________ day of **August, 2000**.

Firehouse Inn LLC

By: Charlotte Forsythe, Manager
Charlotte Forsythe, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

August 15 , 2000

Then personally appeared the above named **Charlotte Forsythe, Manager of the Firehouse Inn LLC** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Laura S. Henkin aka Laura M. Swenson
~~Robert Orsi~~/Notary Public
My commission expires: ~~October 29, 2004~~ September 28, 2001

EXHIBIT A

PARCEL 1 350 MAIN STREET

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the northwest corner of the lot to be described;

THENCE: easterly a distance of seventy feet (70.0') by the southerly sideline of Main Street to the westerly sideline of Dock Street for a corner;

THENCE: turning an angle of ninety degrees (90') to the left from the southerly sideline of Main Street, a distance of one hundred thirty-five feet (135.0') along the westerly sideline of Dock Street for a corner;

THENCE: westerly a distance of sixty-nine and 25 hundredths feet (69.25') by land now or formerly of the Massachusetts Institute of Technology for a corner;

THENCE: northerly a distance of one hundred thirty-five feet (135.0') by land now or formerly of the Massachusetts Institute of Technology to the southerly sideline of Main Street and the point of beginning.

Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded with. THE DEED

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

PARCEL 2 DEACON AND DOCK STREETS

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence

S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29'; 07"E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence
N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", SCALE 1"=40', dated April 27, 2000, prepared by Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

Exhibit "B"

In addition to, and not in limitation of, security or mortgage interest otherwise granted pursuant to this Mortgage-Security Agreement, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to all of the following, now owned or hereafter acquired, and the products and proceeds thereof (all of which is referred to hereinafter as the "Collateral"):

All improvements and fixtures, furnishings, materials and supplies, inventory, machinery, equipment appliances and articles of personal property which are now or may in the future be attached to, appurtenant to, located upon or used in connection with the operation, maintenance and/or repair of the mortgaged premises or any portion thereof. All present and future leases, rents, tenancies and occupancies whether written or oral, regarding the mortgaged premises or any portion thereof further described in the Collateral Assignment of Leases and Rents of same date between Mortgagor and Secured Party.

Said security interest is granted to secure the payment of the Note described above, and also to secure all other liabilities, past, present and future, of the Mortgagor, including without limitation, those contained herein.

Upon any breach of the Statutory Condition and/or upon the occurrence of any default of any of the Mortgagor's liabilities to the Mortgagee, the Mortgagee, at its option, may exercise the rights and remedies of a secured party upon default under the Uniform Commercial Code as enacted in Massachusetts with respect to the Collateral and/or may include the Collateral as part of the mortgaged premises or any portion or unit thereof at any foreclosure sale or sales conducted pursuant hereto. The Mortgagor waives any right which it has or to which it might otherwise become entitled to require the marshaling of any of its assets in connection with any disposition conducted pursuant hereto. In the event the Collateral or any part thereof is included with the mortgaged premises or any portion or unit thereof at any foreclosure sale conducted pursuant thereto, a single total price for such mortgaged premises, portion, or units and the Collateral or such part of the Collateral may be accepted by the Mortgagee with no obligation to distinguish between the application of such proceeds towards the purchase of such mortgaged premises, portion, or unit towards the purchases of the Collateral or such part.

The Mortgagor shall not suffer nor permit any item of property to be affixed, attached, or installed on, upon, within or located at such mortgaged premises or any portion or unit thereof which may be subject to any security interest, lien, encumbrance or charge which is prior or superior to the security interest granted and mortgage conveyed hereby.

The following information is included in compliance with Mass. Gen. Laws Ch. 106, Section 9-402(1):

General Description of Mortgaged Premises: See title description above in Exhibit "A",
Record Owner of Mortgaged Premises: Firehouse Inn LLC

The Mortgage Rider has joined in the execution of the Mortgage-Security Agreement solely to obtain the benefit of a Security Agreement.

Firehouse Inn LLC

By: Charlotte Forsythe, Manager
Charlotte Forsythe, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Charlotte Forsythe, Manager of the Firehouse Inn** as aforesaid and acknowledged the foregoing instrument to be his free act and deed before me,

Laura S. Henkin aka Laura M. Swenson

~~Robert Orsi~~/Notary Public
My commission expires: ~~October 29, 2004~~
9/28/2001

6

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THE ASSIGNMENT OF LEASES AND RENTS made as of the ____________day of **August, 2000** by **Firehouse Inn LLC a Massachusetts Limited Liability Company** having a principal place of business at **6 Prentiss Street, Cambridge, MA** ("Mortgagor"). ("Assignor") to BOSTON FEDERAL SAVINGS BANK, a duly organized banking association, with its principal office at 17 New England Executive Park, Burlington, MA (the "Assignee").

RECITALS

A. The Assignor executed and delivered to the Assignee its **Six Million Six Hundred Ninety Thousand and No/00 Dollars ($6,690,000.00)**, Promissory Note dated **August , 2000**, (the "Note"), which Note is secured by a Commercial Mortgage-Security Agreement (the "Mortgage") with respect to the improvements of the Assignor located at **350 Main Street, Dock Street and Deacon Street, Cambridge, MA** and more particularly described in Exhibit A annexed hereto (the "Mortgaged Premises").

B. As additional security for the Note and the obligations of the Assignor thereunder, the Assignor has executed and delivered to the Assignee this Collateral Assignment of Leases and Rents.

NOW, THEREFORE, in consideration of Assignee making the loan evidenced by the Note, the Assignor, does hereby transfer, assign, deliver and grant a security interest to the Assignee of all of the right, title and interest of the Assignor in and to (1) all leases, subleases, tenancies and any other agreements, whether written or oral, now or hereafter existing with respect to any portion or portions of the Mortgaged Premises, together with any renewals or extensions thereof or any agreements in substitution therefor (all of which are hereinafter collectively referred to as the "Assigned Leases") and (2) all rents and other payments of every kind due or payable and to become due or payable to the Assignor by virtue or the Assigned Leases, or otherwise due or payable and to become due or payable to the Assignor as the result of any use, possession, or occupancy of any portion or portions of the Mortgaged Premises, and (3) all right, title and interest of the Assignor in and to any and all guaranties of the Assigned Leases.

TO HAVE AND TO HOLD the same unto the assignee, its successors and assigns, for the purpose of securing (1) payment of the Note together with the interest thereon; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee hereunder, under the Mortgage or under any other instrument securing the Note; (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, or in the Note or Mortgage; and (4) payment of any other obligations of the Assignor to the Assignee now or hereafter existing, (said obligations are hereinafter collectively referred to as the "Obligations").

This instrument of assignment is delivered and accepted upon the following terms and conditions:

1. **Assignee's Right in Event of Default**

1.1 Immediately upon the occurrence of any Event of Default, and in such Event of Default and in addition to any other remedies of the Assignee, upon notice from Assignee to each lessee of the Assigned Lease, all rentals thereafter payable to Assignor shall be paid to Assignee.

1.2 The Assignor does hereby constitute and appoint the Assignee, irrevocably, with full power of substitution and revocation, its true and lawful attorney, for it and in its name, place and stead, to do and perform any or all of the actions which Assignor is entitled to perform in connection with the Assigned Leases, as fully, to all intents and purposes, as it could do if personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof. Any action, or failure or refusal to act, by the Assignee under this subparagraph 1.2 shall be at its election and without any liability on its part.

1.3 The Assignee at its discretion shall apply the net amount of rents, issues and profits received by it from the Mortgaged Premises, in the following order of priority: (i) to payment of all proper costs and charges (including any liability, loss, expense or damage hereinafter referred to in paragraph 3.1 hereof), (ii) to the payment of all accrued but unpaid interest due under the Note, (iii) to the payment of principal due under the Note, (iv) to the payment of any other amounts owed to Assignee and secured by the Mortgage, and (v) to the Assignor or such persons legally entitled thereto.

1.4 The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee and the acceptance of this assignment shall not constitute a satisfaction of any of the Obligations, except to the extent of amounts actually received and applied by the Assignee on account of the same.

1.5 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all amounts secured hereby are paid in full.

2. **Covenants of Assignor.** The Assignor, for itself and for its successors and assigns, agrees and warrants as follows:

(a) that each of the Assigned Leases hereafter in effect shall be a valid and subsisting lease;

(b) that the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues or profits from the Mortgaged Premises or any part thereof, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee;

(c) that no rents, issues or profits of the Mortgaged Premises, or any part thereof, becoming due subsequent to the date hereof have been collected (other than Permitted Advance Rental Payment) nor, except for any free rent period under any Assigned Lease which periods shall not exceed 6 months, has payment of any of the same been anticipated, waived, released, discounted, or otherwise discharged or compromised;

(d) that it will not assign, pledge or otherwise encumber the Assigned Leases or any of the rents thereunder except to Assignee, unless the prior written consent of the Assignee shall have been obtained thereto;

(e) that it will not, without in each case having obtained the prior written consent of the Assignee thereto, amend or modify, directly or indirectly in any respect whatsoever cancel, terminate, or accept any surrender of any Assigned Lease affecting more than twenty percent (20%) of the Mortgaged Premises;

(f) that it will not waive or give any consent with respect to any default or variation in the performance of any material term, covenant or condition on the part of the lessee, sublessee, tenant or other occupant to be performed under the Assigned Leases, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

(g) that, except where excused by a breach by the tenant thereto, it will perform and observe, or cause to be performed and observed, all of the material terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;

(h) that it will, upon written request by the Assignee, serve such written notices upon any lessee under any Assigned Lease or any other occupant of any portion of the Mortgaged Premises concerning this assignment, or include among the written provisions of any instrument hereafter creating any such lease, tenancy or right of occupancy specific reference to this assignment, and make, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder; and

(i) that it will furnish to the Assignee, on demand, true copies of all Assigned Leases hereafter executed and true copies of each document effecting the renewal, amendment or modification of any Assigned Lease.

3. **Indemnification**

3.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless against and from (a) any and all liability, loss, damage and expense, including reasonable attorney's fees, which it may or shall incur or which may be asserted under or in connection with any of the Assigned Leases, or by reason of any action taken by the Assignee under any of the Obligations (including without limitation any action which the Assignee in its discretion may take to protect its interest in the Mortgaged Premises), and (b) any and all claims and demands whatsoever which may be incurred by or asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, and conditions contained in any of the Assigned Leases.

3.2 Should the Assignee incur any such liability as described in Section 3.1, the amount thereof together with interest thereon at the lower of the highest rate permitted by law or three percent above the rate charged under the Note, shall be payable by the Assignor to the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

3.3 Except as may be provided in separate agreement between Assignee and any tenant under an Assigned Lease, nothing contained herein shall obligate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said returns or other payments, or otherwise impose any obligation upon the Assignee with respect to any of said leases, including but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action of foreclosure the Mortgage and the estate of such lessee shall have been thereby terminated.

3.4 Prior to actual entry into any taking possession of the Mortgaged Premises by the Assignee, this assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this agreement by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

4. **Exercise of Remedies** Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

5. **Termination of this Assignment** Upon payment in full of all the indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or release of the Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no effect and, in that event, upon the request of the Assignor and at its expense, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this assignment and/or the reassignment to the Assignor of the rights, power and authority granted herein.

6. **Notice** Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc. may be sent by ordinary first-class mail.

7. **Miscellaneous Provisions**

7.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

7.2 This assignment shall be construed and enforced in accordance with and governed by the laws of the State of Massachusetts as a sealed instrument.

7.3 No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

7.4 In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this assignment, the terms and provisions of this assignment shall prevail.

7.5 The terms, covenants, and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective successors and assigns or heirs, executors, administrators, successors and assigns, as the case may be.

7.6 The captions of this assignment are for convenience and reference only and neither in any way define, limit, or describe the scope or interest of this assignment nor in any way affect this assignment.

IN WITNESS WHEREOF, the Assignors have caused these presents to be executed under seal on the day and year first above written.

Firehouse Inn LLC

By: Charlotte Forsythe, Manager
Charlotte Forsythe, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. August 15, 2000

Then personally appeared the above named **Charlotte Forsythe, Manager of the Firehouse Inn LLC** and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

EXHIBIT A

PARCEL 1 350 MAIN STREET

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the northwest corner of the lot to be described;

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Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded with. the deed.

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S 84° 29' 07" E A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence

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The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", SCALE 1"=40', dated April 27, 2000, prepared by Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

BK31724PG263

4P

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
Charlotte Forsythe, Manager Firehouse Inn LLC c/o The Mary Prentiss Inn 6 Prentiss Street Cambridge, MA 02140	Boston Federal Savings Bank 17 New England Executive Pk. Burlington, MA 01803	

4 This financing statement covers the following types (or items) of property:

For Collateral description,
See "Exhibit A" attached hereto.

For title description, see"Exhibit B" attached.

5. Assignee(s) of Secured Party and Address(es)

08/17/00 PLAN NUMBER: 00000908

SEE PLAN IN RECORD BOOK BK31724PG264 PAGE

MSD 08/17/00 11:46:18 429 10.00

Check [X] if covered: [ ] Proceeds of Collateral are also covered [ ] Products of Collateral are also covered. No. of additional sheets presented:

Filed with: ~~Middlesex Registry of Deeds~~

Charlotte Forsythe, Manager

By: Charlotte Forsythe, Manager

Signature(s) of Debtor(s)

BOSTON FEDERAL SAVINGS BANK

By

Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

STATE OF MASSACHUSETTS

EXHIBIT A

All fixtures and articles of personal property of Debtor now or at any time hereafter located at or used in any way in connection with a building located at 350 Main Street, Dock Street and Deacon Street, Cambridge, MA, including without limitation, all furniture, furnishings and equipment, and all refrigerators, washer, dryers, heating, ventilating, and air conditioning appliances or equipment of whatsoever nature and kind and all materials or inventory of whatsoever kind and nature used or intended for use in connection with the operation construction or reconstruction of said premises; and also all contract rights, rents and profits pertaining to, or arising out of the operation of said premises.Debtor is record owner of the premises which are more particularly described in a mortgage from Debtor to Secured Party to be recorded herewith.

EXHIBIT B

PARCEL 1 350 MAIN STREET

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the northwest corner of the lot to be described;

THENCE: easterly a distance of seventy feet (70.0') by the southerly sideline of Main Street to the westerly sideline of Dock Street for a corner;

THENCE: turning an angle of ninety degrees (90') to the left from the southerly sideline of Main Street, a distance of one hundred thirty-five feet (135.0') along the westerly sideline of Dock Street for a corner;

THENCE: westerly a distance of sixty-nine and 25 hundredths feet (69.25') by land now or formerly of the Massachusetts Institute of Technology for a corner;

THENCE: northerly a distance of one hundred thirty-five feet (135.0') by land now or formerly of the Massachusetts Institute of Technology to the southerly sideline of Main Street and the point of beginning.

Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded with. the deed.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

PARCEL 2 DEACON AND DOCK STREETS

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E — A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence

S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29'; 07"E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence
N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", SCALE 1"=40', dated April 27, 2000, prepared by Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

TRUSTEE CERTIFICATE

We, Charlotte Forsythe and Nicholas I. Forsythe, Trustees of the Hemlock Real Estate Trust, under a Declaration of Trust dated September 22, 1994, and recorded with the Middlesex South District Registry of Deeds in Book 24873, Page 560, hereby make oath and say that:

1. We are the sole incumbent Trustees of said Trust;

2. Said Trust has never been revoked, and remains in full force and effect;

3. Said Trust has never been amended;

4. All persons who were ever beneficiaries of said Trust are still alive;

5. All current beneficiaries of said Trust are legally competent and under no disability; and

6. We have been directed and authorized by all of the beneficiaries of said Trust to enter into, Execute and deliver any and all documents in connection with the conveyance and finance of the property.

WITNESS our hands and seals this 24 day of April, 2000.

Charlotte Forsythe, Trustee

Nicholas I. Forsythe, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 24, 2000

Then personally appeared the above-named Charlotte Forsythe and Nicholas I. Forsythe, Trustees as aforesaid, known to me to be the singers of the foregoing instrument, and made oath that the statements made therein are true, and acknowledged the foregoing instrument to be their free act and deed, before me.

Kathy E. Melchin

Notary Public

My Commission expires: 11/8/02

When Recorded Mail to: BK 31724 PG 268 Loan #20019675

Boston Federal Savings Bank
17 New England Executive Park
PO Box 3030
Burlington, MA 01803

8

COMMERCIAL
MORTGAGE-SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that **Hemlock Real Estate Trust**, Charlotte Forsythe and Nicholas I. Forsythe, Trustees, u/d/t dated September 22, 1994, and recorded with Middlesex Resistry of Deeds at Book 24873, Page 560 is hereby known as ("Mortgagor").

FOR CONSIDERATION PAID, hereby grant to BOSTON FEDERAL SAVINGS BANK, a banking corporation organized and existing under the laws of the United States of America, having its usual place of business at 17 New England Executive Park, Burlington, Middlesex County, Massachusetts ("Mortgagee").

WITH MORTGAGE COVENANTS, to secure the payment of **Six Million Six Hundred NinetyThousand and No/00 Dollars ($6,690,000.00)** as provided in Mortgagor's Note of even date ("Note") and also to secure the performance of all agreements and conditions contained herein, and in the Note and to secure the payment of or performance of all other debts, covenants and agreements of or by Mortgagor to or for the benefit of Mortgagee now existing or hereafter accruing while this Mortgage-Security Agreement is still of record, the land located at **11 Hemlock Road, Cambridge, MA** with the buildings and improvements, described in Exhibit "A" attached hereto and made a part hereof (the "mortgaged premises").

The provisions of Exhibit "B" attached hereto prior to the execution of this instrument, relating to the grant to the Mortgagee of a security interest in and to certain property owned by the Mortgagor are incorporated herein by specific reference.

Together with all of the improvements now or hereafter erected on the property, and all rights, easements and appurtenances thereto belonging, and all fixtures now or hereafter attached to the property, including also, insofar as the same are or can by agreement of the parties, be made a part of the realty, all of the following articles now or thereafter on the above described premises or used in connection therewith; portable or sectional buildings; bathroom, plumbing, heating, lighting, ventilating, and air conditioning apparatus and equipment; equipment including automobile lifts of all types, tanks, motors; sprinkler and fire extinguishing systems; door bell and alarm systems; built-in cases, counters; trees, hardy shrubs and perennial flowers; and other fixtures whether or not included in the foregoing enumeration; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on said premises are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable; and all rights thereunder shall inure to the benefit of the holder hereof, including the right to complete payments in case of default and receive title to the same.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To perform and observe all of the terms and conditions of the note secured by this Mortgage;

2. To make all payments of all taxes, charges for water, sewer and other municipal services and assessments related in any way to the mortgaged premises at least ten (10) days before the same becomes due and payable and in addition, to pay to the Mortgagee on demand any balance necessary to pay in full said taxes, charges and assessments at least ten (10) days before the date when they become due and payable. Mortgagor shall, if required to do so by Mortgagee, pay monthly to Mortgagee an apportionment of the annual real estate taxes, as estimated from time to time by Mortgagee, to be sufficient to pay such taxes as they become due. Such sums shall bear interest and may be co-mingled with the general assets of Mortgagee, the Mortgagee shall not be required to account for any profits resulting from its use thereof; and such sums are held by Mortgagee for payment of such taxes, charges and assessments and/or any other obligations of Mortgagor hereunder. Mortgagor shall furnish to Mortgagee tax bills at least fifteen (15) days before the same shall be due and payable. Mortgagor grants Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of Mortgagor to apply for and prosecute claims for the abatement of taxes and to collect and endorse any checks issued on account of Mortgagor and to retain and apply the same to the debt secured hereby. With respect to the payments of such real estate taxes and betterment assessments, it is expressly agreed that no trust or other fiduciary relationship is created and that the Mortgagee shall not be accountable to make any payment to the Mortgagor for interest or net profit or earnings or otherwise thereon, and that the Mortgagee's sole obligation shall be to make payment to the municipality when due in amounts not exceeding the balance on hand of such payments received hereunder and to make repayment to the undersigned in the amount of the excess, if any, except as otherwise required by applicable law, provided that in any event it shall be the obligation of the Mortgagor to pay when due all taxes, assessments and government charges to whomsoever laid or assessed on the granted premises of on any interest therein or on the debt secured thereby.

3. To insure and keep insured for the lesser amount of the mortgage loan or the replacement value of the mortgaged premises the buildings now or hereafter standing on said land against fire, and other hazards, casualties and contingencies, including flood, as the Mortgagee may from time to time direct, and to deposit all such insurance policies or certificates with the Mortgagee forthwith after the binding of such insurance, and to deliver to Mortgagee new policies or certificates thereof for an insurance about to expire at least ten (10) days before such expiration; provided that said insurance coverage shall be in an amount not less than that necessary to comply with any coinsurance

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percentage stipulated in said policy or policies. All such insurance policies shall be first payable in case of loss to Mortgagee and shall be written by such companies, on such terms, in such form and for such periods or amounts as Mortgagee shall from time to time designate or approve, shall provide that they shall not be canceled or amended without at least ten (10) days prior written notice to the Mortgagee. Mortgagor hereby grants Mortgagee full power and authority at attorney irrevocable of Mortgagor to cancel or transfer such insurance, to make proof of loss upon Mortgagor's failure to do so, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium and to apply the same to debt secured hereby;

4. To keep all and singular the said mortgaged premises in such repair, order and condition as the same are now in, or may be put in while this Mortgage is outstanding. The Mortgagor shall not commit or suffer any strip or waste of the mortgaged premises thereof or any violation of any law, by-law, restriction, regulation, order, code or ordinance affecting the same or the use thereof (any such use prohibited or permanently enjoined by any public official or court being conclusively deemed a violation for purposes of this Mortgage), or an act thereon tending to harm the mortgaged premises whether or not such act may constitute waste, and shall not make nor remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the mortgaged premises nor permit any material alteration in the use, occupancy or structural condition of the mortgaged premises without in each instance obtaining the prior written consent of the Mortgagee;

5. To permit the Mortgagee or the Mortgagee's representatives, agents and employees to examine the mortgaged premises at any reasonable time for the purpose of inspecting the condition of the mortgaged premises and compliance with the covenants contained herein; and the Mortgagee may, in its discretion, enter upon and make such repairs as in its judgment may be necessary to keep said premises in good condition and repair;

6. That in the event of loss, Mortgagor will give immediate notice to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor; and in the event of loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured, or the restoration or repair of the property damaged;

7. To pay on demand to the Mortgagee, or the Mortgagee may at its option add to the principal balance then due any sum or sums advanced or paid by the Mortgagee on account of any default, of whatever nature, by the Mortgagor, or any sum or sums advanced or paid by the Mortgagee, whether before or after default, for taxes, assessments, water bills, repairs, insurance on the mortgaged property or any other insurance pledged as collateral to secure the Mortgage loan, or any sum or sums paid by the Mortgagee, including reasonable attorney's fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages, in entering premises, care and management thereof or prosecuting, defending, or intervening in any legal or equitable proceeding, wherein any of the rights created by the mortgage are, in the sole judgment of the Mortgagee, jeopardized or in issue; and to use for any of these purposes or for the repayment of any amounts so paid by the Mortgagee any sums credited to the Mortgagor as interest, tax escrow money or otherwise;

8. That in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax;

9. That in the event of default in any of the terms or conditions of this Mortgage or of the Note secured hereby which remains unremedied for a period of thirty (30) days after written notice thereof from the Mortgagee to the Mortgagor, the Mortgagee shall have the right to incur any reasonable expense relative to entering the mortgaged premises, care and management thereof, the collection of the indebtedness and/or relative to the right to foreclose said Mortgage and any preliminary steps related thereto, and such expense, including reasonable attorney's fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in the Note, shall be secured by this Mortgage, and shall be payable on demand of Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable or paid from sums credited to Mortgagor as herein provided;

10. That upon any default in any covenant or condition of this Mortgage or the Note or other agreement secured hereby, the Mortgagee, to cure such default, may apply any property or any sums credited by or due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, against any endorser or guarantor of the Mortgage Note, or against the mortgaged premises;

11. That in case of any default in any covenant or condition of this Mortgage, the entire Mortgage debt shall become due at the option of the Mortgagee, and the Mortgagee shall have, in addition to all other rights provided herein, the right to enter immediately upon and take possession of the mortgaged premises without consent or assignment by the owner thereof and without the commencement of any action to foreclose said Mortgage and shall have the further right to collect and receive all rents and profits arising out of and in connection with the mortgaged premises and to apply the same after the payment of charges and expenses incurred by the Mortgagee in connection with the operation of said premises, including any managing agent's commission toward any sums due the Mortgagee under the terms hereof and of said Note; That no waiver of any default or other indulgence shall be effective unless expressed in writing executed by the Mortgagee, and the failure of the Mortgagee to endorse strict performance of any of the terms and conditions of this Mortgage or its acceptance of any payment due hereunder after any default or breach hereof shall not be deemed a waiver of any right or remedy that the Mortgagee may have and shall not constitute a waiver of any such default or breach;

12. In case of a foreclosure sale, the Mortgagee shall be entitled to retain one percent (1.0%) of the purchase price or one (1.0%) percent of the mortgage indebtedness at the time of "foreclosure", whichever is greater, (or in the event foreclosure is discontinued prior to sale, a charge of one percent (1.0%) of said mortgage indebtedness) in addition other costs, charges, and expenses reasonably incurred by the Mortgagee under the Statutory Power of Sale or under the covenant and conditions of this Mortgage:

13. The Mortgagor will not sell, transfer, lease, or alienate the mortgaged premises or any part thereof or interest therein, legal or beneficial, without the prior written consent of the Mortgagee and for breach of this covenant, the entire debt secured hereby shall become immediately due and payable at the option of the Mortgagee; that in the event the legal or beneficial ownership of the mortgaged premises, or any part thereof or interest therein, becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part, notice of any such extension of indulgence, being waived;

14. If this Mortgage is at any time subject or subordinate to another mortgage, Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or any obligation secured hereby, without the consent of the Mortgagee. Any default under such prior mortgage or any obligations secured thereby shall be a default hereunder, and Mortgagee shall be entitled but not obligated to cure said default, as provided herein;

15. Mortgagor agrees that the terms and conditions set forth in the Commitment Letter from Mortgagee to Mortgagor dated **October 22, 1999, December 29, 1999 and July 20, 2000** are accepted by Mortgagor and said Commitment Letter is hereby incorporated herein. Mortgagor agrees to abide by all of said terms and conditions;

16. If any involuntary proceedings shall be commenced against Mortgagor or any party liable under the Note under any chapter of the Federal Bankruptcy Act or other law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, and such petition or proceeding is not dismissed within sixty (60) days from the date on which it is filed or instituted; or if Mortgagor becomes insolvent or is unable to pay its debts as they become due, then, at the option of the Mortgagee, the entire debt secured hereby, together with all prepayment charges to which Mortgagee would be entitled under the Note or by law if the Note is prepaid in full shall at the option of Mortgagee be due and payable;

17. Mortgagor agrees to provide Mortgagee with personal and business financial statements within ninety days after the fiscal year end, and also copies of personal and business tax returns as filed with the Internal Revenue Service;

18. No junior financing against the within mortgaged premises shall be incurred by the Mortgagor without the written consent of the Mortgagee;

19. Mortgagor agrees that the title to the mortgaged premises shall not be transferred or changed without the written approval of the Mortgagee. Breach of this covenant will result, at the option of the Mortgagee, in the acceleration of the mortgage;

20. The Mortgagor hereby assigns to the Mortgagee as additional security all present or future rents and profits of said mortgaged premises; provided that the Mortgagor may, unless otherwise directed by the Mortgagee, retain the said rents and profits until such time as a default occurs in the performance of any covenant, condition or agreement in this Mortgage or in the provisions of the Note secured hereby. The Mortgagor, upon request, agrees to assign in form satisfactory to the Mortgagee as additional security any and all leases of said mortgaged premises now or hereafter executed. The Mortgagor authorizes the holder hereof, as attorney irrevocable of the Mortgagor, to assign the rents and profits as above provided in any lease not assigned after request. The Mortgagor also assigns to Mortgagee the Mortgagor's interests in all agreements, contracts, licensees and permits, now or hereafter outstanding, affecting the mortgaged premises. In confirmation and/or implementation of the foregoing, Mortgagor will execute and deliver to Mortgagee such other instruments of assignment as Mortgagee shall from time to time request; such instruments of assignment to be in form satisfactory to the Mortgagee and authorizing the Mortgagee in the event of foreclosure, to sell and assign said interest to the purchaser at foreclosure. No such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license or permit so assigned, and nothing contained in this Mortgage shall impose upon the Mortgagee any obligations with respect thereto. All leases and all rights so assigned shall be subordinate to this mortgage. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such instrument of assignment on behalf of Mortgagor which Mortgagor fails to or refuses to do. Mortgagor shall not otherwise assign or pledge, or contract, expressly or by implication, to assign or pledge, any agreement, contract license or permit with respect to the mortgaged premises or any lease of any part of the mortgaged premises, or the rights to sue for, collect and receive any rents, additional or percentage returns or other sums in any of said leases provided to be paid to Mortgagor thereunder, or the rights to receive, hold and apply any bonds, guaranties and security in any of said agreements, contracts or leases provided to be furnished to the Mortgagor thereunder, for the rights to enforce any of the agreements, terms, covenants or conditions of said agreements, contract, licenses, permits, or leases or to give notices thereunder, unless in each instance the written consent thereto of Mortgagee be first obtained. Mortgagor represents and warrants that there are no leases now in effect with respect to the mortgaged premises;

21. Not to contract for the payment of nor accept rents for a period of more than two months in advance, and to deliver to the holder within fifteen (15) days after written demand therefore, a detailed statement certified by the owner of the premises setting forth the returns and profits received from the mortgaged premises for the period specified in such demand, the disbursements made for said period, and the names of all tenants of the mortgaged premises; and if requested by the Mortgagee, to furnish to the Mortgagee within sixty (60) days after the end of each fiscal year during the term of this Mortgage a formal statement of annual income and expenses with respect to the mortgaged premises certified by the owner of the premises; and to forward to the Mortgagee a copy of the municipal real estate tax bill on or before the due date thereof showing same as paid in full;

22. That this Mortgage is upon the STATUTORY CONDITION and upon the further express condition that all covenants and agreements upon the part of the Mortgagor herein contained shall be kept and fully performed and

for any breach of any of the aforesaid conditions, provisions, covenants or agreements, the Mortgagee shall have the STATUTORY POWER OF SALE;

23. That wherever the words STATUTORY CONDITION and STATUTORY POWER OF SALE appear herein, they shall have such meaning as is provided by the law of the State in which the mortgaged premises are located, as amended from time to time;

24. That at any foreclosure sale of the mortgage premises, the mortgaged premises and any combination or all of the security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling. Mortgagee, may, in the exercise of the STATUTORY POWER OF SALE herein given elect to sell the mortgaged premises and said other security in parts or parcels, said sales may be held from time to time, and the STATUTORY POWER OF SALE shall not be fully exhausted until all of the mortgaged premises and said other security not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby; if surplus proceeds are realized from a foreclosure sale, Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by Mortgagee;

25. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim right or cause of action, for any and all costs and expenses incurred thereby;

26. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due or to become due whether now existing or hereafter contracted;

27. That in case of taking of the mortgaged premises or any part hereof by any public authority pursuant to the power of eminent domain, the proceeds of all judgments and awards of damage and of all settlements made by the parties in interest shall be paid to the Mortgagee, and the Mortgagee may apply such part or all of such proceeds against the obligations of the Mortgagor hereunder and under the Note as the Mortgagee may determine or the Mortgagee may release the same to the owner of the premises;

28. That wherever notice demand or a request may properly be given to the Mortgagor or his successor in title under this Mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States mail by regular mail, postage pre-paid, addressed to the mortgagor or his successor in title at the address given in this Mortgage as the Mortgagor's address or the business address of the Mortgagor or his successor in title last known to the Mortgagee, and any such notice, demand or request shall be treated as having been given upon such deposit in the Untied States mails, and a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the property, whether or not consented to by the Mortgagee or the non-delivery of same by United States mails and where more than one person constitutes the Mortgagor, one notice sent to the address given in this Mortgage as the Mortgagor's address or the last known business address of any one of them shall constitute sufficient notice to all;

29. Mortgagor represents that neither the Mortgagor or any person for whose conduct the mortgagor is responsible ever: (a) owned, occupied, or operated a site or vessel on which any hazardous material or oil was or is stored (except as such storage was or is in compliance with all laws, ordinances, and regulations pertaining thereto) transported, or disposed of (the term site, vessel, and hazardous material respectively being used in this paragraph with the meaning given those terms in Massachusetts General Laws, Chapter 21E, as amended); (b) caused or was legally responsible for a release, or threat of release, of any hazardous material or oil; (c) received notification from any federal, state, or other governmental authority of (i) any potential, known, or threat of release of any hazardous material or oil on or from the mortgaged premises, or any site or vessel owned, occupied, or operated either by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the mortgaged premises; or (ii) the incurrence of any expenses or loss by such governmental authority, or by any other person, in connection with the assessment, containment, or removal of any release, or threat of release, of any hazardous material or oil from the mortgaged premises or any site or vessel;

30. The Mortgagor represents and warrants to the best of her knowledge, that no hazardous material or oil was ever, or is now, stored on (except in compliance with all laws, ordinances, and regulations pertaining thereto), transported or disposed of on the mortgaged premises;

31. The Mortgagor shall: (a) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the premises; (b) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil; (c) take all such action, including, without limitation, the conducting of engineering test (at the sole expense of the Mortgagor) to confirm that no hazardous material or oil is or ever was stored on the mortgaged premises; and (d) provide the Mortgagees with written notice (i) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil at or from the mortgaged premises, or any other site or vessel owned, occupied, or operated by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the mortgaged premises; (ii) upon the Mortgagor's receipt of any notice to such effect from any federal, state or other governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil from which expense or loss, the Mortgagor may be liable or for which expense a lien may be imposed on the mortgaged premises;

32. The Mortgagee reserves the right, but not the obligation, to cure the Mortgagor's failure to comply with Massachusetts General Laws, Chapter 21E, as amended. Any funds expended by Mortgagee in this regard will be reimbursed promptly to Mortgagee and secured as provided elsewhere in this Mortgage.

33. Mortgagor agrees to indemnify and hold the Mortgagee harmless against any and all loss, liability, damage and expense, including attorney's fees suffered or incurred by the Mortgagee under or on account of Massachusetts General Laws, Chapter 21E, as amended, including the assertion of the Super Lien.

34. That if any one or more of the provisions of the Note, this Mortgage or any instrument executed by any person or entity in connection therewith is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

35. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

36. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person and shall apply to and be binding upon the heirs, executors administrators, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

37. NOTE: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. SEE VARIABLE RATE RIDER ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF BY REFERENCE.

IN WITNESS WHEREOF, Hemlock Real Estate Trust ~~Firehouse Inn LLC~~ has executed this Mortgage-Security Agreement this 15th ______________ day of August, 2000.

Hemlock Real Estate Trust

By: Charlotte Forsythe, Trustee
Charlotte Forsythe, Trustee

By: Nicholas J. Forsythe, Trustee
Nicholas I. Forsythe, Trusteee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Charlotte Forsythe, Trustee of the Hemlock Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi
Robert Orsi/Notary Public
My commission expires: October 29, 2004

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Nicholas I. Forsythe, Trustee of the Hemlock Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

EXHIBIT A

UNIT #1, 11 HEMLOCK ROAD

Unit No. 1 of a certain Condominium known as the Hemlock Lane Condominium, submitted to the Provisions of Massachusetts General Laws Chapter 183A, as amended, by virtue of a Master Deed, dated August 12, 1982, and recorded on August 12, 1982 in Book 14695, Page 287, together with an undivided interest in the common areas or facilities, as set forth in said Master Deed, and any amendments thereto, in accordance with the terms thereof.

Said unit is shown on plans recorded at Book 24873, Pages 572-575, to which is affixed a verified statement in the form provided by Massachusetts General Laws Chapter 183A, Section 9.

For title, see deed dated September 22, 1994 of Charlotte Forsythe and Nicholas I. Forsythe, Trustees of the Hemlock Real Estate Trust, u/d/t dated September 22, 1994 and recorded at Book 24873, Page 560.

Exhibit "B"

In addition to, and not in limitation of, security or mortgage interest otherwise granted pursuant to this Mortgage-Security Agreement, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to all of the following, now owned or hereafter acquired, and the products and proceeds thereof (all of which is referred to hereinafter as the "Collateral"):

All improvements and fixtures, furnishings, materials and supplies, inventory, machinery, equipment appliances and articles of personal property which are now or may in the future be attached to, appurtenant to, located upon or used in connection with the operation, maintenance and/or repair of the mortgaged premises or any portion thereof. All present and future leases, rents, tenancies and occupancies whether written or oral, regarding the mortgaged premises or any portion thereof further described in the Collateral Assignment of Leases and Rents of same date between Mortgagor and Secured Party.

Said security interest is granted to secure the payment of the Note described above, and also to secure all other liabilities, past, present and future, of the Mortgagor, including without limitation, those contained herein.

Upon any breach of the Statutory Condition and/or upon the occurrence of any default of any of the Mortgagor's liabilities to the Mortgagee, the Mortgagee, at its option, may exercise the rights and remedies of a secured party upon default under the Uniform Commercial Code as enacted in Massachusetts with respect to the Collateral and/or may include the Collateral as part of the mortgaged premises or any portion or unit thereof at any foreclosure sale or sales conducted pursuant hereto. The Mortgagor waives any right which it has or to which it might otherwise become entitled to require the marshaling of any of its assets in connection with any disposition conducted pursuant hereto. In the event the Collateral or any part thereof is included with the mortgaged premises or any portion or unit thereof at any foreclosure sale conducted pursuant thereto, a single total price for such mortgaged premises, portion, or units and the Collateral or such part of the Collateral may be accepted by the Mortgagee with no obligation to distinguish between the application of such proceeds towards the purchase of such mortgaged premises, portion, or unit towards the purchases of the Collateral or such part.

The Mortgagor shall not suffer nor permit any item of property to be affixed, attached, or installed on, upon, within or located at such mortgaged premises or any portion or unit thereof which may be subject to any security interest, lien, encumbrance or charge which is prior or superior to the security interest granted and mortgage conveyed hereby.

The following information is included in compliance with Mass. Gen. Laws Ch. 106, Section 9-402(1):

General Description of Mortgaged Premises: See title description above in Exhibit "A",
Record Owner of Mortgaged Premises: HEMLOCK REAL ESTATE TRUST

The Mortgage Rider has joined in the execution of the Mortgage-Security Agreement solely to obtain the benefit of a Security Agreement.

Hemlock Real Estate Trust

By: Charlotte Forsythe, Trustee
Charlotte Forsythe, Trustee

By: Nicholas I. Forsythe, TRUSTEE
Nicholas I. Forsythe, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Charlotte Forsythe, Trustee of the Hemlock Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15 , 2000

Then personally appeared the above named **Nicholas I. Forsythe, Trustee of the Hemlock Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

TRUSTEE CERTIFICATE

We, Charlotte Forsythe and Briar Rose Forsythe, Trustees of the Forsythe Real Estate Trust, under a Declaration of Trust dated September 22, 1994, and recorded with the Middlesex South District Registry of Deeds in Book 24873, Page ~~560~~ 542, hereby make oath and say that:

1. We are the sole incumbent Trustees of said Trust;

2. Said Trust has never been revoked, and remains in full force and effect;

3. Said Trust has never been amended;

4. All persons who were ever beneficiaries of said Trust are still alive;

5. All current beneficiaries of said Trust are legally competent and under no disability; and

6. We have been directed and authorized by all of the beneficiaries of said Trust to enter into, Execute and deliver any and all documents in connection with the conveyance and finance of the property.

WITNESS our hands and seals this 15 day of August, 2000.

Charlotte Forsythe, Trustee
Charlotte Forsythe, Trustee

Briar Rose Forsythe, Trustee
Briar Rose Forsythe, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. August 15, 2000

Then personally appeared the above-named Charlotte Forsythe and Nicholas I. Forsythe, Trustees as aforesaid, known to me to be the singers of the foregoing instrument, and made oath that the statements made therein are true, and acknowledged the foregoing instrument to be their free act and deed, before me.

Amy Dawson
Notary Public
My Commission expires: August 27, 2004

MSD 08/17/00 11:46:20 433 10.00

BK 31724 PG 276

AFFIDAVIT

6 Prentiss Street
Cambridge, Massachusetts
Book 24873 Page 552

I, Briar Rose Forsythe, of Cambridge, Middlesex County, Massachusetts, being a Trustee of the Forsythe Real Estate Trust under Declaration of Trust dated September 22, 1994 recorded with Middlesex South District Registry of Deeds in Book 24873 Page 542, having personal knowledge of the facts herein stated, under oath depose and say as follows:

1. The Forsythe Real Estate Trust under Declaration of Trust dated September 22, 1994 and the Forsythe Real Estate Trust under Declaration of Trust dated September 6, 1994 which is referred to in the deed to 6 Prentiss Street, Cambridge, Massachusetts recorded in Book 24873 Page 552 are one and the same Trusts.

2. The incorrect date of the Trust was a typographical error in the drafting of the deed.

Signed under the penalties of perjury this 10 day of August 2000.

Briar Rose Forsythe, Trustee

Briar Rose Forsythe, Trustee

MSD 08/17/00 11:46:19 432 10.00

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss August 10, 2000

Then personally appeared Briar Rose Forsythe, Trustee of the Forsythe Real Estate Trust, and acknowledged the foregoing instrument to her free act and deed, before me,

Amy Dawson

Notary Public
Commission expires August 27, 2004

MARGINAL REFERENCE REQUESTED
BOOK 24873 PAGE 552

CERTIFICATE

I, Maryanne B. Hutchinson, hereby certify that I am an attorney at law with offices at 50 Franklin Street, 3rd Floor, Boston, Massachusetts 02110, and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.

Maryanne B. Hutchinson

When Recorded Mail to: BK31124PG219 Loan #20019675
Boston Federal Savings Bank
17 New England Executive Park
PO Box 3030
Burlington, MA 01803

8

COMMERCIAL
MORTGAGE-SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that **Forsythe Real Estate Trust**, Charlotte Forsythe and Briar Rose Forsythe, Trustees, u/d/t dated September 22, 1994, and recorded with Middlesex Registry of Deeds at Book 24873, Page 542 is hereby known as ("Mortgagor").

FOR CONSIDERATION PAID, hereby grant to BOSTON FEDERAL SAVINGS BANK, a banking corporation organized and existing under the laws of the United States of America, having its usual place of business at 17 New England Executive Park, Burlington, Middlesex County, Massachusetts ("Mortgagee").

WITH MORTGAGE COVENANTS, to secure the payment of **Six Million Six Hundred NinetyThousand and No/00 Dollars ($6,690,000.00)** as provided in Mortgagor's Note of even date ("Note") and also to secure the performance of all agreements and conditions contained herein, and in the Note and to secure the payment of or performance of all other debts, covenants and agreements of or by Mortgagor to or for the benefit of Mortgagee now existing or hereafter accruing while this Mortgage-Security Agreement is still of record, the land located at **6 Prentiss Street, Cambridge, MA** with the buildings and improvements, described in Exhibit "A" attached hereto and made a part hereof (the "mortgaged premises").

The provisions of Exhibit "B" attached hereto prior to the execution of this instrument, relating to the grant to the Mortgagee of a security interest in and to certain property owned by the Mortgagor are incorporated herein by specific reference.

Together with all of the improvements now or hereafter erected on the property, and all rights, easements and appurtenances thereto belonging, and all fixtures now or hereafter attached to the property, including also, insofar as the same are or can by agreement of the parties, be made a part of the realty, all of the following articles now or thereafter on the above described premises or used in connection therewith; portable or sectional buildings; bathroom, plumbing, heating, lighting, ventilating, and air conditioning apparatus and equipment; equipment including automobile lifts of all types, tanks, motors; sprinkler and fire extinguishing systems; door bell and alarm systems; built-in cases, counters; trees, hardy shrubs and perennial flowers; and other fixtures whether or not included in the foregoing enumeration; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on said premises are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable; and all rights thereunder shall inure to the benefit of the holder hereof, including the right to complete payments in case of default and receive title to the same.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To perform and observe all of the terms and conditions of the note secured by this Mortgage;

2. To make all payments of all taxes, charges for water, sewer and other municipal services and assessments related in any way to the mortgaged premises at least ten (10) days before the same becomes due and payable and in addition, to pay to the Mortgagee on demand any balance necessary to pay in full said taxes, charges and assessments at least ten (10) days before the date when they become due and payable. Mortgagor shall, if required to do so by Mortgagee, pay monthly to Mortgagee an apportionment of the annual real estate taxes, as estimated from time to time by Mortgagee, to be sufficient to pay such taxes as they become due. Such sums shall bear interest and may be co-mingled with the general assets of Mortgagee, the Mortgagee shall not be required to account for any profits resulting from its use thereof; and such sums are held by Mortgagee for payment of such taxes, charges and assessments and/or any other obligations of Mortgagor hereunder. Mortgagor shall furnish to Mortgagee tax bills at least fifteen (15) days before the same shall be due and payable. Mortgagor grants Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of Mortgagor to apply for and prosecute claims for the abatement of taxes and to collect and endorse any checks issued on account of Mortgagor and to retain and apply the same to the debt secured hereby. With respect to the payments of such real estate taxes and betterment assessments, it is expressly agreed that no trust or other fiduciary relationship is created and that the Mortgagee shall not be accountable to make any payment to the Mortgagor for interest or net profit or earnings or otherwise thereon, and that the Mortgagee's sole obligation shall be to make payment to the municipality when due in amounts not exceeding the balance on hand of such payments received hereunder and to make repayment to the undersigned in the amount of the excess, if any, except as otherwise required by applicable law, provided that in any event it shall be the obligation of the Mortgagor to pay when due all taxes, assessments and government charges to whomsoever laid or assessed on the granted premises of on any interest therein or on the debt secured thereby.

3. To insure and keep insured for the lesser amount of the mortgage loan or the replacement value of the mortgaged premises the buildings now or hereafter standing on said land against fire, and other hazards, casualties and contingencies, including flood, as the Mortgagee may from time to time direct, and to deposit all such insurance policies or certificates with the Mortgagee forthwith after the binding of such insurance, and to deliver to Mortgagee new policies or certificates thereof for an insurance about to expire at least ten (10) days before such expiration; provided that said insurance coverage shall be in an amount not less than that necessary to comply with any coinsurance

percentage stipulated in said policy or policies. All such insurance policies shall be first payable in case of loss to Mortgagee and shall be written by such companies, on such terms, in such form and for such periods or amounts as Mortgagee shall from time to time designate or approve, shall provide that they shall not be canceled or amended without at least ten (10) days prior written notice to the Mortgagee. Mortgagor hereby grants Mortgagee full power and authority at attorney irrevocable of Mortgagor to cancel or transfer such insurance, to make proof of loss upon Mortgagor's failure to do so, to collect and endorse any checks issued in the name of Mortgagor and to retain any premium and to apply the same to debt secured hereby;

4. To keep all and singular the said mortgaged premises in such repair, order and condition as the same are now in, or may be put in while this Mortgage is outstanding. The Mortgagor shall not commit or suffer any strip or waste of the mortgaged premises thereof or any violation of any law, by-law, restriction, regulation, order, code or ordinance affecting the same or the use thereof (any such use prohibited or permanently enjoined by any public official or court being conclusively deemed a violation for purposes of this Mortgage), or an act thereon tending to harm the mortgaged premises whether or not such act may constitute waste, and shall not make nor remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the mortgaged premises nor permit any material alteration in the use, occupancy or structural condition of the mortgaged premises without in each instance obtaining the prior written consent of the Mortgagee;

5. To permit the Mortgagee or the Mortgagee's representatives, agents and employees to examine the mortgaged premises at any reasonable time for the purpose of inspecting the condition of the mortgaged premises and compliance with the covenants contained herein; and the Mortgagee may, in its discretion, enter upon and make such repairs as in its judgment may be necessary to keep said premises in good condition and repair;

6. That in the event of loss, Mortgagor will give immediate notice to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor; and in the event of loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured, or the restoration or repair of the property damaged;

7. To pay on demand to the Mortgagee, or the Mortgagee may at its option add to the principal balance then due any sum or sums advanced or paid by the Mortgagee on account of any default, of whatever nature, by the Mortgagor, or any sum or sums advanced or paid by the Mortgagee, whether before or after default, for taxes, assessments, water bills, repairs, insurance on the mortgaged property or any other insurance pledged as collateral to secure the Mortgage loan, or any sum or sums paid by the Mortgagee, including reasonable attorney's fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages, in entering premises, care and management thereof or prosecuting, defending, or intervening in any legal or equitable proceeding, wherein any of the rights created by the mortgage are, in the sole judgment of the Mortgagee, jeopardized or in issue; and to use for any of these purposes or for the repayment of any amounts so paid by the Mortgagee any sums credited to the Mortgagor as interest, tax escrow money or otherwise;

8. That in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax;

9. That in the event of default in any of the terms or conditions of this Mortgage or of the Note secured hereby which remains unremedied for a period of thirty (30) days after written notice thereof from the Mortgagee to the Mortgagor, the Mortgagee shall have the right to incur any reasonable expense relative to entering the mortgaged premises, care and management thereof, the collection of the indebtedness and/or relative to the right to foreclose said Mortgage and any preliminary steps related thereto, and such expense, including reasonable attorney's fees and an additional reasonable fee to compensate Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in the Note, shall be secured by this Mortgage, and shall be payable on demand of Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable or paid from sums credited to Mortgagor as herein provided;

10. That upon any default in any covenant or condition of this Mortgage or the Note or other agreement secured hereby, the Mortgagee, to cure such default, may apply any property or any sums credited by or due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, against any endorser or guarantor of the Mortgage Note, or against the mortgaged premises;

11. That in case of any default in any covenant or condition of this Mortgage, the entire Mortgage debt shall become due at the option of the Mortgagee, and the Mortgagee shall have, in addition to all other rights provided herein, the right to enter immediately upon and take possession of the mortgaged premises without consent or assignment by the owner thereof and without the commencement of any action to foreclose said Mortgage and shall have the further right to collect and receive all rents and profits arising out of and in connection with the mortgaged premises and to apply the same after the payment of charges and expenses incurred by the Mortgagee in connection with the operation of said premises, including any managing agent's commission toward any sums due the Mortgagee under the terms hereof and of said Note; That no waiver of any default or other indulgence shall be effective unless expressed in writing executed by the Mortgagee, and the failure of the Mortgagee to endorse strict performance of any of the terms and conditions of this Mortgage or its acceptance of any payment due hereunder after any default or breach hereof shall not be deemed a waiver of any right or remedy that the Mortgagee may have and shall not constitute a waiver of any such default or breach;

12. In case of a foreclosure sale, the Mortgagee shall be entitled to retain one percent (1.0%) of the purchase price or one (1.0%) percent of the mortgage indebtedness at the time of "foreclosure", whichever is greater, (or in the event foreclosure is discontinued prior to sale, a charge of one percent (1.0%) of said mortgage indebtedness) in addition other costs, charges, and expenses reasonably incurred by the Mortgagee under the Statutory Power of Sale or under the covenant and conditions of this Mortgage:

BK 3 1 7 2 4 P 6 2 8 1

13. The Mortgagor will not sell, transfer, lease, or alienate the mortgaged premises or any part thereof or interest therein, legal or beneficial, without the prior written consent of the Mortgagee and for breach of this covenant, the entire debt secured hereby shall become immediately due and payable at the option of the Mortgagee; that in the event the legal or beneficial ownership of the mortgaged premises, or any part thereof or interest therein, becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part, notice of any such extension of indulgence, being waived;

14. If this Mortgage is at any time subject or subordinate to another mortgage, Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or any obligation secured hereby, without the consent of the Mortgagee. Any default under such prior mortgage or any obligations secured thereby shall be a default hereunder, and Mortgagee shall be entitled but not obligated to cure said default, as provided herein;

15. Mortgagor agrees that the terms and conditions set forth in the Commitment Letter from Mortgagee to Mortgagor dated **October 22, 1999, December 29, 1999 and July 20, 2000** are accepted by Mortgagor and said Commitment Letter is hereby incorporated herein. Mortgagor agrees to abide by all of said terms and conditions;

16. If any involuntary proceedings shall be commenced against Mortgagor or any party liable under the Note under any chapter of the Federal Bankruptcy Act or other law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, and such petition or proceeding is not dismissed within sixty (60) days from the date on which it is filed or instituted; or if Mortgagor becomes insolvent or is unable to pay its debts as they become due, then, at the option of the Mortgagee, the entire debt secured hereby, together with all prepayment charges to which Mortgagee would be entitled under the Note or by law if the Note is prepaid in full shall at the option of Mortgagee be due and payable;

17. Mortgagor agrees to provide Mortgagee with personal and business financial statements within ninety days after the fiscal year end, and also copies of personal and business tax returns as filed with the Internal Revenue Service;

18. No junior financing against the within mortgaged premises shall be incurred by the Mortgagor without the written consent of the Mortgagee;

19. Mortgagor agrees that the title to the mortgaged premises shall not be transferred or changed without the written approval of the Mortgagee. Breach of this covenant will result, at the option of the Mortgagee, in the acceleration of the mortgage;

20. The Mortgagor hereby assigns to the Mortgagee as additional security all present or future rents and profits of said mortgaged premises; provided that the Mortgagor may, unless otherwise directed by the Mortgagee, retain the said rents and profits until such time as a default occurs in the performance of any covenant, condition or agreement in this Mortgage or in the provisions of the Note secured hereby. The Mortgagor, upon request, agrees to assign in form satisfactory to the Mortgagee as additional security any and all leases of said mortgaged premises now or hereafter executed. The Mortgagor authorizes the holder hereof, as attorney irrevocable of the Mortgagor, to assign the rents and profits as above provided in any lease not assigned after request. The Mortgagor also assigns to Mortgagee the Mortgagor's interests in all agreements, contracts, licensees and permits, now or hereafter outstanding, affecting the mortgaged premises. In confirmation and/or implementation of the foregoing, Mortgagor will execute and deliver to Mortgagee such other instruments of assignment as Mortgagee shall from time to time request; such instruments of assignment to be in form satisfactory to the Mortgagee and authorizing the Mortgagee in the event of foreclosure, to sell and assign said interest to the purchaser at foreclosure. No such assignment shall be construed as a consent by the Mortgagee to any lease, agreement, contract, license or permit so assigned, and nothing contained in this Mortgage shall impose upon the Mortgagee any obligations with respect thereto. All leases and all rights so assigned shall be subordinate to this mortgage. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such instrument of assignment on behalf of Mortgagor which Mortgagor fails to or refuses to do. Mortgagor shall not otherwise assign or pledge, or contract, expressly or by implication, to assign or pledge, any agreement, contract license or permit with respect to the mortgaged premises or any lease of any part of the mortgaged premises, or the rights to sue for, collect and receive any rents, additional or percentage returns or other sums in any of said leases provided to be paid to Mortgagor thereunder, or the rights to receive, hold and apply any bonds, guaranties and security in any of said agreements, contracts or leases provided to be furnished to the Mortgagor thereunder, for the rights to enforce any of the agreements, terms, covenants or conditions of said agreements, contract, licenses, permits, or leases or to give notices thereunder, unless in each instance the written consent thereto of Mortgagee be first obtained. Mortgagor represents and warrants that there are no leases now in effect with respect to the mortgaged premises;

21. Not to contract for the payment of nor accept rents for a period of more than two months in advance, and to deliver to the holder within fifteen (15) days after written demand therefore, a detailed statement certified by the owner of the premises setting forth the returns and profits received from the mortgaged premises for the period specified in such demand, the disbursements made for said period, and the names of all tenants of the mortgaged premises; and if requested by the Mortgagee, to furnish to the Mortgagee within sixty (60) days after the end of each fiscal year during the term of this Mortgage a formal statement of annual income and expenses with respect to the mortgaged premises certified by the owner of the premises; and to forward to the Mortgagee a copy of the municipal real estate tax bill on or before the due date thereof showing same as paid in full;

22. That this Mortgage is upon the STATUTORY CONDITION and upon the further express condition that all covenants and agreements upon the part of the Mortgagor herein contained shall be kept and fully performed and

for any breach of any of the aforesaid conditions, provisions, covenants or agreements, the Mortgagee shall have the STATUTORY POWER OF SALE;

23. That wherever the words STATUTORY CONDITION and STATUTORY POWER OF SALE appear herein, they shall have such meaning as is provided by the law of the State in which the mortgaged premises are located, as amended from time to time;

24. That at any foreclosure sale of the mortgage premises, the mortgaged premises and any combination or all of the security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling. Mortgagee, may, in the exercise of the STATUTORY POWER OF SALE herein given elect to sell the mortgaged premises and said other security in parts or parcels, said sales may be held from time to time, and the STATUTORY POWER OF SALE shall not be fully exhausted until all of the mortgaged premises and said other security not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby; if surplus proceeds are realized from a foreclosure sale, Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by Mortgagee;

25. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim right or cause of action, for any and all costs and expenses incurred thereby;

26. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due or to become due whether now existing or hereafter contracted;

27. That in case of taking of the mortgaged premises or any part hereof by any public authority pursuant to the power of eminent domain, the proceeds of all judgments and awards of damage and of all settlements made by the parties in interest shall be paid to the Mortgagee, and the Mortgagee may apply such part or all of such proceeds against the obligations of the Mortgagor hereunder and under the Note as the Mortgagee may determine or the Mortgagee may release the same to the owner of the premises;

28. That wherever notice demand or a request may properly be given to the Mortgagor or his successor in title under this Mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States mail by regular mail, postage pre-paid, addressed to the mortgagor or his successor in title at the address given in this Mortgage as the Mortgagor's address or the business address of the Mortgagor or his successor in title last known to the Mortgagee, and any such notice, demand or request shall be treated as having been given upon such deposit in the Untied States mails, and a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the property, whether or not consented to by the Mortgagee or the non-delivery of same by United States mails and where more than one person constitutes the Mortgagor, one notice sent to the address given in this Mortgage as the Mortgagor's address or the last known business address of any one of them shall constitute sufficient notice to all;

29. Mortgagor represents that neither the Mortgagor or any person for whose conduct the mortgagor is responsible ever: (a) owned, occupied, or operated a site or vessel on which any hazardous material or oil was or is stored (except as such storage was or is in compliance with all laws, ordinances, and regulations pertaining thereto) transported, or disposed of (the term site, vessel, and hazardous material respectively being used in this paragraph with the meaning given those terms in Massachusetts General Laws, Chapter 21E, as amended); (b) caused or was legally responsible for a release, or threat of release, of any hazardous material or oil; (c) received notification from any federal, state, or other governmental authority of (i) any potential, known, or threat of release of any hazardous material or oil on or from the mortgaged premises, or any site or vessel owned, occupied, or operated either by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the mortgaged premises; or (ii) the incurrence of any expenses or loss by such governmental authority, or by any other person, in connection with the assessment, containment, or removal of any release, or threat of release, of any hazardous material or oil from the mortgaged premises or any site or vessel;

30. The Mortgagor represents and warrants to the best of her knowledge, that no hazardous material or oil was ever, or is now, stored on (except in compliance with all laws, ordinances, and regulations pertaining thereto), transported or disposed of on the mortgaged premises;

31. The Mortgagor shall: (a) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the premises; (b) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil; (c) take all such action, including, without limitation, the conducting of engineering test (at the sole expense of the Mortgagor) to confirm that no hazardous material or oil is or ever was stored on the mortgaged premises; and (d) provide the Mortgagees with written notice (i) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil at or from the mortgaged premises, or any other site or vessel owned, occupied, or operated by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the mortgaged premises; (ii) upon the Mortgagor's receipt of any notice to such effect from any federal, state or other governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil from which expense or loss, the Mortgagor may be liable or for which expense a lien may be imposed on the mortgaged premises;

32. The Mortgagee reserves the right, but not the obligation, to cure the Mortgagor's failure to comply with Massachusetts General Laws, Chapter 21E, as amended. Any funds expended by Mortgagee in this regard will be reimbursed promptly to Mortgagee and secured as provided elsewhere in this Mortgage.

33. Mortgagor agrees to indemnify and hold the Mortgagee harmless against any and all loss, liability, damage and expense, including attorney's fees suffered or incurred by the Mortgagee under or on account of Massachusetts General Laws, Chapter 21E, as amended, including the assertion of the Super Lien.

34. That if any one or more of the provisions of the Note, this Mortgage or any instrument executed by any person or entity in connection therewith is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

35. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

36. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person and shall apply to and be binding upon the heirs, executors administrators, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

37. NOTE: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. SEE VARIABLE RATE RIDER ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF BY REFERENCE.

IN WITNESS WHEREOF, Forsythe Real Estate Trust ~~**Firehouse Inn LLC**~~ has executed this Mortgage-Security Agreement this ____ 15 day of **August, 2000**.

Forsythe Real Estate Trust

By: Charlotte Forsythe, Trustee
Charlotte Forsythe, Trustee

By: Briar Rose Forsythe, Trustee
Briar Rose Forsythe, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Charlotte Forsythe, Trustee of the Forsythe Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Briar Rose Forsythe, Trustee of the Forsythe ~~Hemlock~~ Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

EXHIBIT A

6 PRENTISS STREET

The land in Cambridge, Middlesex County, Massachusetts with the building thereon at present numbered 6 Prentiss Street, Cambridge, being shown as lot 2 on a plan recorded with Middlesex South District Registry of Deeds, Book 5907, Page 48, (said parcel being the whole of lot 2 on a plan recorded with the said Deeds at the end of Book 4937 excepting the portion thereof shown as lot 2A on said first mentioned plan), bounded:

NORTHERLY: By Prentiss Street, eighty-five (85) feet;

WESTERLY: By lot 1 on both said plans, eighty-nine and 98/100 feet;

SOUTHERLY: By lot 2A, forty-one (41) Feet;

WESTERLY: again by said lot 2A, seventy-four hundreths (0.74) of a foot;

SOUTHERLY: again by land shown as of White, forty-four (44) feet;

EASTERLY: by land of owners unknown (formerly of Hutchins et al) ninety-one and 20/100 (91.20) feet.

Containing by estimation 7697 square feet of land. Be all said measurements more or less of however otherwise bounded and/or described.

For title, see deed dated September 27, 1991 of Charlotte Forsythe and Briar Rose Forsythe, Trustees of The Forsythe Realty Trust, u/d/t dated September 22, 1994 and recorded at Book 24873, Page 542.

Exhibit "B"

In addition to, and not in limitation of, security or mortgage interest otherwise granted pursuant to this Mortgage-Security Agreement, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to all of the following, now owned or hereafter acquired, and the products and proceeds thereof (all of which is referred to hereinafter as the "Collateral"):

All improvements and fixtures, furnishings, materials and supplies, inventory, machinery, equipment appliances and articles of personal property which are now or may in the future be attached to, appurtenant to, located upon or used in connection with the operation, maintenance and/or repair of the mortgaged premises or any portion thereof. All present and future leases, rents, tenancies and occupancies whether written or oral, regarding the mortgaged premises or any portion thereof further described in the Collateral Assignment of Leases and Rents of same date between Mortgagor and Secured Party.

Said security interest is granted to secure the payment of the Note described above, and also to secure all other liabilities, past, present and future, of the Mortgagor, including without limitation, those contained herein.

Upon any breach of the Statutory Condition and/or upon the occurrence of any default of any of the Mortgagor's liabilities to the Mortgagee, the Mortgagee, at its option, may exercise the rights and remedies of a secured party upon default under the Uniform Commercial Code as enacted in Massachusetts with respect to the Collateral and/or may include the Collateral as part of the mortgaged premises or any portion or unit thereof at any foreclosure sale or sales conducted pursuant hereto. The Mortgagor waives any right which it has or to which it might otherwise become entitled to require the marshaling of any of its assets in connection with any disposition conducted pursuant hereto. In the event the Collateral or any part thereof is included with the mortgaged premises or any portion or unit thereof at any foreclosure sale conducted pursuant thereto, a single total price for such mortgaged premises, portion, or units and the Collateral or such part of the Collateral may be accepted by the Mortgagee with no obligation to distinguish between the application of such proceeds towards the purchase of such mortgaged premises, portion, or unit towards the purchases of the Collateral or such part.

The Mortgagor shall not suffer nor permit any item of property to be affixed, attached, or installed on, upon, within or located at such mortgaged premises or any portion or unit thereof which may be subject to any security interest, lien, encumbrance or charge which is prior or superior to the security interest granted and mortgage conveyed hereby.

The following information is included in compliance with Mass. Gen. Laws Ch. 106, Section 9-402(1):

<u>General Description of Mortgaged Premises:</u> See title description above in Exhibit "A",

<u>Record Owner of Mortgaged Premises:</u> FORSYTHE REAL ESTATE TRUST

The Mortgage Rider has joined in the execution of the Mortgage-Security Agreement solely to obtain the benefit of a Security Agreement.

Forsythe Real Estate Trust

By: Charlotte Forsythe, Trustee
Charlotte Forsythe, Trustee

By: Briar Rose Forsythe, Trustee
Briar Rose Forsythe, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Charlotte Forsythe, Trustee of the Forsythe Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss August 15, 2000

Then personally appeared the above named **Briar Rose Forsythe, Trustee of the Hemlock Real Estate Trust** as aforesaid and acknowledged the foregoing instrument to be her free act and deed before me,

Robert Orsi/Notary Public
My commission expires: October 29, 2004

T-1

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF CAMBRIDGE
Office of the Treasurer

INSTRUMENT AND CERTIFICATE OF REDEMPTION

I, James P. Maloney, Jr. , Treasury of the City of Cambridge acting on the behalf hereby certify that said City acquired a tax title to certain real estate hereinafter described by a taking made in its behalf dated 06261986 , and recorded with South Middlesex Registry of Deeds, Book 17168 , page 383 , on 07031986 , said real estate having been taken for said City for non-payment of the tax assessed thereon to FORSYTHE, CHARLOTTE B & WILLIAM F JEFFREY JR, TR in the year 85 and being described as follows:
11 HEMLOCK RD

150 08/16/00 03:51:51 938 10.00

PROPERTY DESCRIPTION

(This description must be sufficiently accurate to identify the premises and must agree with the instrument of taking.)

A PARCEL OF LAND WITH BUILDINGS THEREON, CONTAINING ABOUT 0 SQUARE FEET BEING DESCRIBED AS LOT 051 ON BLOCK PLAN 231 IN THE OFFICE OF THE ASSESSORS OF THE CITY OF CAMBRIDGE.

Book: 14866 Page: 573 Doc#: Cert#:

Acting as aforesaid, I further certify that FORSYTHE of Cambridge in the County of Middlesex and State of Massachusetts claiming to be the holder of An Interest said land this 07161987 , pursuant to General Laws (Ter. Ed.) Chapter 60, Section 62, as amended, has redeemed the aforesaid land by paying to me as Treasurer as aforesaid $8,946 dollars and 3 cents, and I hereby acknowledged satisfaction of the tax for which the said real estate was taken.

____________________ on 08112000
James P. Maloney
Treasurer for the City of Cambridge, Mass.

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.
Before me personally appeared James P. Maloney, Jr. Treasurer as aforesaid and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the City of Cambridge.

before me, Melissa Pacheco on 08112000
Notary Public

My commission expires July 9, 2004.

T-

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF CAMBRIDGE
Office of the Treasurer

INSTRUMENT AND CERTIFICATE OF REDEMPTION

I, James P. Maloney, Jr. , Treasury of the City of Cambridge acting on the behalf hereby certify that said City acquired a tax title to certain real estate hereinafter described by a taking made in its behalf dated 01202000 , and recorded with South Middlesex Registry of Deeds, Book 31177 , page 323 , on 03012000 , said real estate having been taken for said City for non-payment of the tax assessed thereon to FORSYTHE, CHARLOTTE & BRIAR ROSE FORSYTHE, TRS OF HEMLOCK ~~R.E.~~ Real estate Trust in the year 99 and being described as follows:
11 HEMLOCK RD #1

PROPERTY DESCRIPTION

(This description must be sufficiently accurate to identify the premises and must agree with the instrument of taking.)

A PARCEL OF LAND WITH BUILDINGS THEREON, CONTAINING ABOUT 4,000 SQUARE FEET BEING DESCRIBED AS LOT 51 ON BLOCK PLAN 231 IN THE OFFICE OF THE ASSESSORS OF THE CITY OF CAMBRIDGE.

Book: 24873 Page: 570 Doc#: Cert#:

Acting as aforesaid, I further certify that M HUTCHINSON c/o FORSYTHE of Cambridge in the County of Middlesex and State of Massachusetts claiming to be the holder of An Interest said land this 08112000 , pursuant to General Laws (Ter. Ed.) Chapter 60, Section 62, as amended, has redeemed the aforesaid land by paying to me as Treasurer as aforesaid $149 dollars and 78 cents, and I hereby acknowledged satisfaction of the tax for which the said real estate was taken.

JPM on 08112000
James P. Maloney
Treasurer for the City of Cambridge, Mass.

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.
Before me personally appeared James P. Maloney, Jr. Treasurer as aforesaid and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the City of Cambridge.

before me, Melissa Pacheco on 08112000
Notary Public

My commission expires July 9, 2004.

4#7

H-#7

TARLOW, BREED, HART, MURPHY & RODGERS, P.C.
COUNSELLORS AT LAW
21 CUSTOM HOUSE STREET
BOSTON, MASSACHUSETTS 02110
(617) 261-7600
TELECOPIER (617) 261-7673

Writer's Direct Dial Number: (617) 218-2066

August 30, 2000

Cheryl Anne Watson, Esq.
City of Cambridge
Office of the City Solicitor
795 Massachusetts Avenue
Cambridge, MA 02139

RE:	Current Owner:	The Firehouse Inn LLC
	Premises:	350 Main Street, Dock Street and Deacon Street
	Closing date:	August 16, 2000

Dear Attorney Watson:

As you requested, please find enclosed a copy of the stamped recorded documents from the Middlesex Registry of Deeds in regard to the above-referenced closing.

Please call me if you have any questions or concerns. Thank you.

Very truly yours,

Laura S. Henkin

Laura S. Henkin
Paralegal

N:\LHenkin\Clients\REALESTATE\BOS108-149\watsonlt.wpd

CCM-101

COPY

City of Cambridge

IN CITY COUNCIL

January 24, 2000

MSD 08/17/00 11:46:14 421 10.00

WHEREAS:

By Section 21 of Chapter 82 of the General Laws, as amended, it is provided that the Cambridge City Council may discontinue a public way; and

WHEREAS:

The City Manager recommends, and the City Council approves, the disposition of 350 Main Street and the streets known as Deacon and Dock Streets; and

WHEREAS:

After a public process seeking proposals for the disposition of 350 Main Street and Deacon and Dock Streets, the Mary Prentiss Inn, Inc. was selected in accordance with the criteria established in the Request for Proposals; and

WHEREAS:

The Mary Prentiss Inn, Inc. has agreed that the existing pedestrian and vehicular traffic patterns on Deacon and Dock Streets will be permanently maintained in their current configurations unless otherwise approved by the City; and

WHEREAS:

The City Manager of Cambridge and City Council, in order to provide and promote public safety, have reconfigured certain public ways, and have further approved and authorized that the City should under the provisions of the aforesaid Chapter of the General Laws discontinue Deacon and Dock Streets, Cambridge, MA, which streets will become private ways, owned and operated by the Mary Prentiss Inn, Inc.

NOW, THEREFORE, by virtue of and in pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Cambridge, by its City Council, does hereby discontinue Deacon and Docks Streets hereinafter described:

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence
S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29' 07" E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence

N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510 ± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS" , scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923.

NOW, THEREFORE, BE IT

ORDERED:

The discontinuance of Deacon and Dock Streets, Cambridge, MA, as described herein is hereby authorized in accordance with General Laws, Chapter 82, Section 21, as amended.

Said land is described above. This parcel contains 12,510 ± square feet.

In City Council January 24, 2000
Adopted by a yea and nay vote:-
Yeas 9 ; Nays 0 ; Absent 0 .
Attest:- D. Margaret Drury, City Clerk

A true copy: D. Margaret Drury

ATTEST:- D. Margaret Drury, City Clerk

FINAL PROPERTY DISPOSITION AGREEMENT

THIS FINAL PROPERTY DISPOSITION AGREEMENT ("Agreement") is entered into as of August 15, 2000 between **FIREHOUSE INN LLC.** a Massachusetts limited liability corporation with offices at 6 Prentiss Street, Cambridge, Massachusetts 02140 (the "Developer") and the **CITY OF CAMBRIDGE**, a body politic and corporate and a political subdivision, having an address at 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 (the "City").

WHEREAS, the City owns certain land known as 350 Main Street, and two public ways known as Deacon and Dock Streets (collectively the "Property"); and

WHEREAS, the City requested proposals for the Disposition of the Property ("RFP"); and

WHEREAS, the Developer submitted a proposal for the purchase and development of the Property in accordance to the requested proposal, which the City has conditionally accepted;

NOW THEREFORE, in consideration of the facts referenced above, the mutual covenants set forth herein, and the payment this day by the Developer to the City of the amount described below, the receipt and sufficiency of which are hereby acknowledged by the City, the parties hereto hereby agree as follows:

I. Description of Property:

A. Dock Street is bounded northerly by Main Street, easterly by property of MIT, Deacon Court (a private way), property of MIT and Deacon Street, southerly by property of MIT and westerly by property of MIT and the City of Cambridge. Dock Street consists of 5,910 square feet of land. The legal description is attached hereto as Exhibit A.

B. Deacon Street is bounded northerly by property of MIT, easterly by Carleton Street, southerly by property of MIT, and westerly by Dock Street. Deacon Street consists of 6,600 Square feet of land. The legal description is attached hereto as Exhibit B.

C. 350 Main Street is bounded northerly by Main Street, easterly by Dock Street, southerly and westerly by property of MIT. 350 Main Street consists of 9,400 square feet of land. The building at 350 Main Street is a former fire station which was built in 1894 and closed on July 1, 1993; it is a two story brick building with a basement and is currently boarded up and vacant. The legal description is attached hereto as Exhibit C.

II. Terms:

1. Sale Price. If all contingencies are met, and this Agreement has not been properly terminated, then the Developer and the City agree that at such time the Developer shall pay $1,350,000.00 to the City and the City shall deed it's interests in the Property to the Developer.

2. Incorporation of RFP. The terms of the Request for Proposals and the terms of the actual proposal made by the Developer to the City dated February 28, 1998 are incorporated herein and are made binding on the parties.

3. Termination. The City or the Developer may terminate this Agreement upon 30 days written notice if either party defaults on its obligations hereunder, including any failure by the Developer to act in accordance with the representations made in the RFP. Without limiting the foregoing, failure by the Developer to obtain any of the required permits for its proposed development, which results in a material alteration to the to the plan proposed by the Developer and accepted by the City, shall be grounds for termination.

4. Permits. The Developer will be responsible for obtaining the necessary approvals for all permits for the proposed use of the site.

5. Street Access. The Developer shall demonstrate to the City, for the City's final approval, that the existing pedestrian and vehicular traffic pattern on Deacon and Dock Streets will not be unreasonably altered except during the period of initial construction. The Developer shall obtain all necessary permits and approvals from appropriate City Departments including but limited to Inspectional Services, Public Works, Traffic, Police, Electrical and the Fire Department, for its initial construction plan for limited access to Deacon and Dock Streets. The Developer shall notify all abutting property owners of its plan to limit access to Deacon and Dock Streets during initial construction. The Developer shall at all times maintain safe conditions and open access for pedestrian and vehicular traffic on what were formerly Deacon Street and Dock Street.

6. Design Guidelines. The Developer hereby agrees to adhere to design guidelines as outlined in the RFP and as outlined in the guidelines approved by the Planning Board on April 5, 1999; a copy of which is attached hereto. The Developer hereby agrees to build in conformity with the plans incorporated with any building permit issued for initial construction.

7. Demolition Permit. Since the building located on this property is over fifty years old, Chapter 2.78 of the Cambridge Municipal Code applies. This ordinance requires that no permit for demolition, which includes removal of a building, be issued without review by the Cambridge Historical Commission. No demolition may take place until "all approvals necessary for issuance of a building permit" for a replacement structure, or a certificate of occupancy for a parking lot, have been issued.

8. Utilities. Disposition of all of the properties shall be subject to the retention by the City of any and all existing or necessary utility or sub-surface easements, provided that the Developer will be given the right to relocate any such utilities, as approved by the City, at Developer's expense in conjunction with its development of the site.

9. Option to Repurchase. In order to protect the City's financial interests, whose interests are subordinate to the first mortgage to Boston Federal Savings Bank, its

successors and assigns, the Developer must agree that if the site is put up for resale in the future, the property must first be offered to the City on the following terms:

> Until the end of two years from the time the transaction closes, the sale price (received by the City for this sale) plus the seller's costs of acquisition, resale and site improvements, adjusted by the change in the consumer price index over the period.
>
> From year three until the end of year ten after the transaction closes, fair market value to be determined as follows: each party will retain an independent appraiser to estimate the value of the property; if a price can be agreed upon based on the two appraisals this agreed price will be the acquisition price; if not, a third appraiser will be retained, with the fee to be shared by the parties, who will perform as a review appraiser and arbitrate a final acquisition price for the property.

This right of first refusal is limited to the ten years from the date of conveyance and shall expire thereon and no further instruments shall be required to be recorded in connection therewith.

10. Environmental Testing. Prior to closing, the Developer will provide the City with a copy of any and all environmental tests performed on the Property. The Developer agrees to accept the Property as is and will exonerate, indemnify, defend, and hold the City and all persons claiming by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, relating to, or arising out of the Developer's exercise of any rights or authority granted by this Agreement (specifically excluding all damages and expenses that arise from the negligence or misconduct of City).

11. Memorial Relocation. The City will relocate the memorial marker to Leo Shallow, which is currently at 350 Main Street, to an appropriate location.

12. Breach. In the event of a breach or a threatened breach of any of the covenants or agreements contained herein, the City shall be entitled to institute legal action (i) to enforce performance and observance of such covenants or agreements, (ii) to enjoin any acts which are violative of such covenants or agreements, (iii) to obtain and order of a curt commanding specific performance of any of these covenants or agreements, (iv) to obtain damages and/or (v) to obtain such other relief as may be appropriate.

13. Successors and Assigns. The Developer, for itself, its successors and assigns, hereby agrees and acknowledges that this Final Disposition Agreement and any amendments thereto shall immediately be recorded by the Developer, at no expense to the City, in the appropriate land records office and returned to City as soon as possible following recordation. This Final Disposition Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

14. Assignment. The Developer may not assign all or any portion of its rights under this Agreement without the prior written consent of the City.

15. Entire Agreement. The parties further acknowledge and declare that this Agreement contains the entire agreement between the parties hereto, and that there are no agreements, promises, terms, conditions, or understandings and no representations or inducements leading to the execution hereof, express or implied, other than those herein set forth, and that no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

16. Modification. This Agreement shall not be altered or modified except by an instrument in writing signed and acknowledged by the parties.

17. Additional Restrictions. Disposition of the property shall be subject to all restrictions in this Agreement and in addition to those stated in the Deeds to the Property.

18. Waiver. Any failure by the City to enforce the provisions of this Agreement shall in no way constitute a waiver by the City of any of its rights hereunder, unless such waiver is in writing and signed by the City.

19. Severability. If any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Agreement shall not be affected.

20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of The Commonwealth of Massachusetts.

21. Recording. The Developer shall be responsible to record all conveyancing documents that are signed and executed at the Closing.

City of Cambridge
By

Robert W. Healy
City Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex s.s. August 15, 2000

Then personally appeared the above named Robert W. Healy, the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me.

Notary Public
My Commission Expires

MY COMMISSION EXPIRES
SEPTEMBER 27 2002

Approved as to form:

Russell B. Higley
City Solicitor

Firehouse Inn LLC.
By

, Manager

Charlotte Forsythe
Managing Member

COMMONWEALTH OF MASSACHUSETTS

Suffolk
~~Middlesex~~ s.s.

August 15, 2000

Then personally appeared the above named Charlotte Forsythe, and acknowledged the foregoing instrument to be the free act and deed of the ~~City of~~ Firehouse Inn LLC ~~Cambridge~~, before me.

Notary Public
My Commission Expires
10/29/04

EXHIBITS A, B AND C

PARCEL 1 350 MAIN STREET

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the northwest corner of the lot to be described;

THENCE: easterly a distance of seventy feet (70.0') by the southerly sideline of Main Street to the westerly sideline of Dock Street for a corner;

THENCE: turning an angle of ninety degrees (90') to the left from the southerly sideline of Main Street, a distance of one hundred thirty-five feet (135.0') along the westerly sideline of Dock Street for a corner;

THENCE: westerly a distance of sixty-nine and 25 hundredths feet (69.25') by land now or formerly of the Massachusetts Institute of Technology for a corner;

THENCE: northerly a distance of one hundred thirty-five feet (135.0') by land now or formerly of the Massachusetts Institute of Technology to the southerly sideline of Main Street and the point of beginning.

Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

PARCEL 2 DEACON AND DOCK STREETS

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence

S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29'; 07"E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence
N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", SCALE 1"=40', dated April 27, 2000, prepared by Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

For title, see deed from the City of Cambridge dated August 15, 2000 recorded herewith.

DEED

The City of Cambridge, a municipal corporation with an address at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (the "Grantor"), in consideration of the payment of $1,350,000, paid for the conveyance of the parcel described herein and for the conveyance of the parcel known as Deacon and Dock Streets conveyed this date by separate deed, and the mutual agreements set forth in an agreement (the Final Property Disposition Agreement), dated on or about this date, between the Grantor and the Grantee, the Grantor hereby grants with QUITCLAIM CONVENANTS to the Firehouse Inn LLC., a Cambridge, Massachusetts limited liability corporation with a business address at 6 Prentiss Street, Cambridge, Massachusetts, 02140 (the "Grantee"), all of Grantor's right, title and interest in that certain land, known as 350 Main Street, situated in Cambridge, Massachusetts (the "Property") referenced on a plan recorded with the Middlesex South District Registry of Deeds in Plan Book 263, Plan A of 2, L.C.C. 4656A and described as follows:

A certain parcel of land located on the southerly side of Main Street and the westerly side of Dock Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows;

BEGINNING at the northwest corner of the lot to be described;

THENCE: easterly a distance of seventy feet (70.0') by the southerly sideline of Main Street to the westerly sideline of Dock Street for a corner;

THENCE: turning an angle of ninety degrees (90') to the left from the southerly sideline of Main Street, a distance of one hundred thirty-five feet (135.0') along the westerly sideline of Dock Street for a corner;

THENCE: westerly a distance of sixty-nine and 25 hundredths feet (69.25') by land now or formerly of the Massachusetts Institute of Technology for a corner;

THENCE: northerly a distance of one hundred thirty-five feet (135.0') by land now or formerly of the Massachusetts Institute of Technology to the southerly sideline of Main Street and the point of beginning.

Said parcel of land contains 9400 square feet.

Said parcel of land is shown on a plan entitled "Plot Plan, 350 Main Street, Cambridge, Mass. Prepared by W.H. Mason, dated May 25, 1999" recorded herewith.

MSD 08/17/00 11:46:16 425 25.00

The Grantor excepts and reserves the non-exclusive right (along with the rights of others legally entitled) to use, maintain, repair and replace subsurface utilities under the Property of the size and type, and in approximate present locations, as those existing subsurface utilities located in, beneath or on the Property as of the date of this Deed, provided in each case that the exercise of such rights is not inconsistent with the rights of the Grantee in the Property. The Grantee may relocate any surface or subsurface utilities in the Property maintained by the Grantor at the Grantee's sole cost and expense from time to time. The Grantor shall be solely responsible for, and shall pay all costs of, such use, maintenance, repair, and replacement of any subsurface utilities in the Property (other than utilities used, installed, placed or maintained by the Grantee) and for all costs and expenses incurred in repairing any utilities installed or maintained by the Grantee to accommodate utilities of the Grantor, or incurred in repairing any damage or destruction to such utilities caused in whole or part by the activities of the Grantor. The Grantor shall give advance notice of (at least ten (10) days, except in emergencies, when notice shall be given as soon as possible thereafter) to the Grantee of any proposed work to be undertaken within the Property, and shall coordinate all such work with authorized representatives of the Grantee. The Grantor shall carry out all work undertaken in the Property in a good and workmanlike manner and shall maintain all utilities, other improvements, and the Property in good and safe condition and repair during such time of maintenance, repair or replacement and shall, in the event of any damage or disturbance resulting from the exercise of rights hereunder by the Grantor, restore any utilities, other improvements, or areas damaged or disturbed to substantially the condition in which they were immediately prior to such damage or disturbance.

Whenever in this Deed the consent or approval of any party is required, such consent shall not be unreasonably withheld, delayed or qualified and shall be in writing signed by a duly authorized officer or agent of the party granting the consent or giving the approval. Any written notice, consent, approval, or authorization received by the Grantor from the Grantee may be relied upon as authorized to be given hereunder. Any written notice, consent, approval, or authorization received by the Grantee from the City Manager of the Grantor or the designee of the City Manager may be relied upon as authorized to be given hereunder.

By its acceptance and recording of this Deed, the Grantee agrees to be bound by the terms and conditions hereof.

If any term or provision of this Deed or the application thereof to any party or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. The provisions hereof shall run with the land described herein and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

For title of the Grantor, see instrument recorded with the Middlesex South District Registry of Deeds at Book 1800, Page 441 and Book 1110, Page 153.

The City of Cambridge has caused this instrument to be signed under seal, acknowledged and delivered in its name and on its behalf by Robert W. Healy, its City Manager, this 15th day of August, 2000.

CITY OF CAMBRIDGE

By: Robert Healy

Its City Manager
Hereunto duly authorized

Approved as to form:

Russell B. Higley

City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex s.s. August 15, 2000

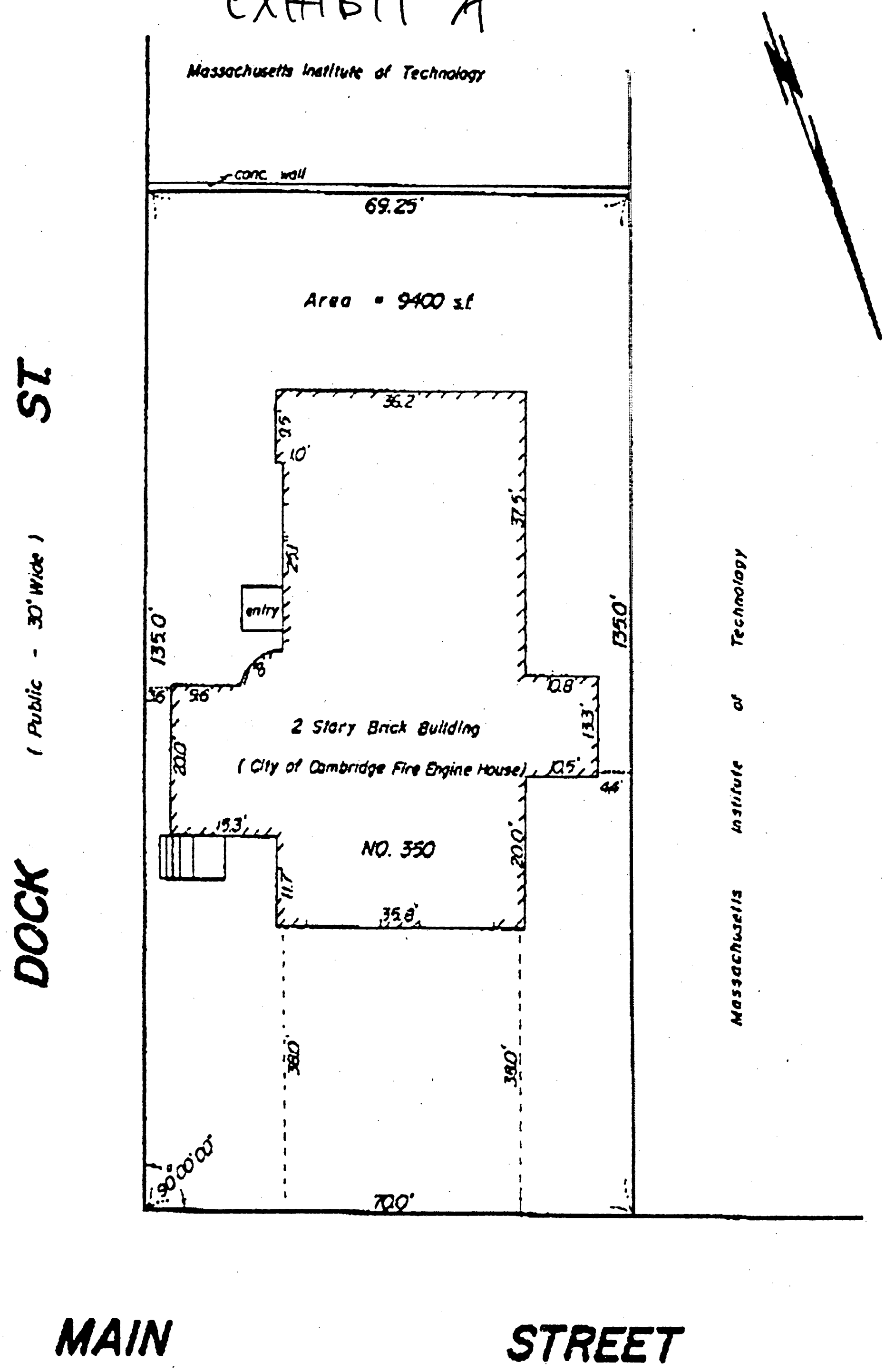
Then personally appeared the above named Robert W. Healy, the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me.

Donna P. Lopez

Notary Public
My Commission Expires:

MY COMMISSION EXPIRES SEPTEMBER 27 2002

EXHIBIT A



PROPERTY REFERENCES:
Middlesex South Registry of Deeds
Plan Bk. 263, Plan A of 2
L.C.C. 4656 A

PLOT PLAN
350 MAIN ST.
CAMBRIDGE, MASS.

I certify that this plan is based on field survey on May 12, 1999, and plans of record.

WENDELL H. MASON No. 20887 REGISTERED

SCALE: 1" = 16'   MAY 25, 1999

W. H. MASON   PROF. LAND SURVEYOR
122 ESSEX ST.   BEVERLY, MA 01915

MIDDLESEX SOUTH
REGISTRY OF DEEDS

CUSTOMER RECEIPT:

1	08/16/00	03:51	938	RE	10.00
1	08/16/00	03:51	939	RE	10.00
1	08/16/00	03:51		TO	20.00
1	08/16/00	03:51		PD	20.00

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF CAMBRIDGE
Office of the Treasurer

INSTRUMENT AND CERTIFICATE OF REDEMPTION

I, James P. Maloney, Jr. , Treasury of the City of Cambridge acting on the behalf hereby certify that said City acquired a tax title to certain real estate hereinafter described by a taking made in its behalf dated 06261986 , and recorded with South Middlesex Registry of Deeds, Book 17168 , page 383 , on 07031986 , said real estate having been taken for said City for non-payment of the tax assessed thereon to FORSYTHE, CHARLOTTE B & WILLIAM F JEFFREY JR, TR in the year 85 and being described as follows:
11 HEMLOCK RD

PROPERTY DESCRIPTION

(This description must be sufficiently accurate to identify the premises and must agree with the instrument of taking.)

A PARCEL OF LAND WITH BUILDINGS THEREON, CONTAINING ABOUT 0 SQUARE FEET BEING DESCRIBED AS LOT 051 ON BLOCK PLAN 231 IN THE OFFICE OF THE ASSESSORS OF THE CITY OF CAMBRIDGE.

Book: 14866 Page: 573 Doc#: Cert#:

Acting as aforesaid, I further certify that FORSYTHE of Cambridge in the County of Middlesex and State of Massachusetts claiming to be the holder of An Interest said land this 07161987 , pursuant to General Laws (Ter. Ed.) Chapter 60, Section 62, as amended, has redeemed the aforesaid land by paying to me as Treasurer as aforesaid $8,946 dollars and 3 cents, and I hereby acknowledged satisfaction of the tax for which the said real estate was taken.

JM on 08112000
James P. Maloney
Treasurer for the City of Cambridge, Mass.

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.
Before me personally appeared James P. Maloney, Jr. Treasurer as aforesaid and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the City of Cambridge.

before me, Melissa Rachele on 08112000
Notary Public

My commission expires July 9, 2004.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF CAMBRIDGE
Office of the Treasurer

INSTRUMENT AND CERTIFICATE OF REDEMPTION

I, James P. Maloney, Jr. , Treasury of the City of Cambridge acting on the behalf hereby certify that said City acquired a tax title to certain real estate hereinafter described by a taking made in its behalf dated 01202000 , and recorded with South Middlesex Registry of Deeds, Book 31177 , page 323 , on 03012000 , said real estate having been taken for said City for non-payment of the tax assessed thereon to FORSYTHE, CHARLOTTE & BRIAR ROSE FORSYTHE, TRS OF HEMLOCK R.E. in the year 99 and being described as follows:
11 HEMLOCK RD #1

PROPERTY DESCRIPTION

(This description must be sufficiently accurate to identify the premises and must agree with the instrument of taking.)

A PARCEL OF LAND WITH BUILDINGS THEREON, CONTAINING ABOUT 4,000 SQUARE FEET BEING DESCRIBED AS LOT 51 ON BLOCK PLAN 231 IN THE OFFICE OF THE ASSESSORS OF THE CITY OF CAMBRIDGE.

Book: 24873 Page: 570 Doc#: Cert#:

Acting as aforesaid, I further certify that M HUTCHINSON c/o FORSYTHE of Cambridge in the County of Middlesex and State of Massachusetts claiming to be the holder of An Interest said land this 08112000 , pursuant to General Laws (Ter. Ed.) Chapter 60, Section 62, as amended, has redeemed the aforesaid land by paying to me as Treasurer as aforesaid $149 dollars and 78 cents, and I hereby acknowledged satisfaction of the tax for which the said real estate was taken.

______________________ on 08112000
James P. Maloney
Treasurer for the City of Cambridge, Mass.

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.
Before me personally appeared James P. Maloney, Jr. Treasurer as aforesaid and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the City of Cambridge.

before me, Melissa Pacheco on 08112000
Notary Public

My commission expires July 9, 2004.

MIDDLESEX SOUTH
REGISTRY OF DEEDS

CUSTOMER RECEIPT: called

1	08/17/00	11:46	419	RE	4.00
1	08/17/00	11:46	420	PL	16.00
1	08/17/00	11:46	421	RE	10.00
1	08/17/00	11:46	422	RE	13.00
1	08/17/00	11:46	423	RE	10.00
1	08/17/00	11:46	424	RE	10.00
1	08/17/00	11:46	425	RE	25.00
1	08/17/00	11:46	426	RE	25.00
1	08/17/00	11:46	427	RE	25.00
1	08/17/00	11:46	428	RE	12.00
1	08/17/00	11:46	429	RE	10.00
1	08/17/00	11:46	430	RE	10.00
1	08/17/00	11:46	431	RE	24.00
1	08/17/00	11:46	432	RE	10.00
1	08/17/00	11:46	433	RE	10.00
1	08/17/00	11:46	434	RE	24.00
1	08/17/00	11:46		TO	238.00
1	08/17/00	11:46		PD	245.00
1	08/17/00	11:46		CH	7.00

RECORDING MEMO

COUNTY Middlesex
TO: Carl Aronson

FILE NO: BOS 108-149
DATE: 8/16/00

FROM: Laura Henkin

PROPERTY ADDRESS:
350 Main St, Dock St, Deacon St

CLIENT: BFSB

and find enclosed the following for recording in this order:

		INSTR#	TIME	DATE
419	1 MLC (4)			
420	2 City of Cambridge Discontinuance Vote (10)			
422	3 Final Disposition Agreement ($11)			
423	4 Cert of legal Existence (10)			
424	5 Cert of Manager (10)			
425	6 Deed (25) 350 Main			
426	7 Deed (25) Discontinuance			
427	8 Mortgage/Sec Agr.-Firehouse (~~26~~)(25)			
428	9 Collateral Assignment (12)			
429	10 UCC (10)			
430	11 Trustee Cert - Hemlock RE Trust (10)			
431	12 Mortgage by Hemlock " " (~~26~~) 24)			
432	13 Affidavit (Forsythe) (10)			
433	14 Trustee Cert (Forsythe) (10)			
434	15 Mortgage by Forsythe (~~26~~) (24)			
420	16 Discontinuance Plan (25)			

Rundown title in the name(s) of ______ 6 Prentiss St 8/4/2000
11 Hemlock Rd Unit #1 8/4/2000
from ______ to date of recording.
350 Main St Dock & Deacon St 7/11/2000

RUNDOWN the mortgagor for Federal Tax Liens and Massachusetts tax liens, Bankruptcies for ten (10) years: ______

Documentary Stamps in the amount of $ 0 Check No. ______
Recording Fees in the amount of $ ~~152.25~~ ~~251.00~~ Check No. ______
$245

OTHER REQUIREMENTS:

(✓) Telephone Recording Information
(✓) Registry Receipt
( ) Certified copy of mortgage
(✓) Date/Time Stamped Copy of Enclosed Documents

( ) Other: ______

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Charlotte Forsythe, Manager
Firehouse Inn LLC
c/o The Mary Prentiss Inn
6 Prentiss Street
Cambridge, MA 02140

2 Secured Party(ies) and address(es)

Boston Federal Savings Bank
17 New England Executive Pk.
Burlington, MA 01803

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

For Collateral description,
See "Exhibit A" attached hereto.

For title,description, see"Exhibit B" attached.

5. Assignee(s) of Secured Party and Address(es)

Check [X] if covered: [ ] Proceeds of Collateral are also covered [ ] Products of Collateral are also covered. No. of additional sheets presented:

Filed with: ~~Middlesex Registry of Deeds~~

Charlotte Forsythe, Manager

By: Charlotte Forsythe, Manager

Signature(s) of Debtor(s)

BOSTON FEDERAL SAVINGS BANK

By: [signature]

Signature(s) of Secured Party(ies)

FILING OFFICER - NUMERICAL

d Par

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

STATE OF MASSACHUSETTS

CCM-101

City of Cambridge

IN CITY COUNCIL

January 24, 2000

WHEREAS:

The City Manager recommends, and the City Council approves, the disposition of 350 Main Street and the streets known as Deacon and Dock Streets; and

WHEREAS:

After a public process seeking proposals for the disposition of 350 Main Street and Deacon and Dock Streets, the Mary Prentiss Inn, Inc. was selected in accordance with the criteria established in the Request for Proposals; and

WHEREAS:

The Mary Prentiss Inn, Inc. has agreed to restore the existing Firehouse back to its original form; and

WHEREAS:

The Mary Prentiss Inn, Inc. has agreed that the existing pedestrian and vehicular traffic patterns on Deacon and Dock Streets will be permanently maintained in their current configurations unless otherwise approved by the City; and

WHEREAS:

The City Manager of Cambridge and City Council, in order to provide and promote public safety, have reconfigured certain public ways, and have further approved and authorized that the City should under the provisions of the aforesaid Chapter of the General Laws discontinue Deacon and Dock Streets, Cambridge, MA, which streets will become private ways, owned and operated by the Mary Prentiss Inn, Inc.

NOW, THEREFORE, BE IT

ORDERED: To approve, pursuant to Chapter 2.110 of the Cambridge Municipal Code but subject to compliance with all applicable requirements of Massachusetts General Laws Chapter 30B, the disposition of 350 Main Street, known as Engine 7; Deacon Street and Dock Street, in each case as is more particularly described in Exhibit A, attached hereto, and as shown on the Plan for 350 Main Street and the Plan for the Discontinuance of Deacon and Dock Streets, in the manner set forth in the agreement (the "Conditional Property Disposition Agreement") by and among the City of Cambridge and the Mary Prentiss Inn, Inc., a copy of which is attached hereto as Exhibit A;

ORDERED: to authorize the City Manager to execute and deliver, on behalf of the City of Cambridge, the Final Property Disposition Agreement;

ORDERED: to authorize the City Manager to negotiate the terms and conditions of the Final Property Disposition Agreement, substantially in accordance with the terms and conditions of the Conditional Property Disposition Agreement;

ORDERED: and to authorize the City Manager to execute and deliver, on behalf of the City of Cambridge, the Final Property Disposition Agreement and such other instruments and documents, and to take such other actions, as may be necessary or desirable to implement the transactions contemplated by the Final Property Disposition Agreement, the signature of the City Manager on such instruments or documents to conclusively evidence their approval and authorization hereby.

In City Council January 24, 2000.
Adopted as mended by a yea and nay vote:
Yeas 9; Nay 0; Absent 0.
Attest: - D. Margaret Drury, City Clerk.

ATTEST: - D. Margaret Drury

D. Margaret Drury,
City Clerk

EXHIBIT A

CONDITIONAL PROPERTY DISPOSITION AGREEMENT

This Conditional Property Disposition Agreement dated 1/11/99, 1998 is hereby made between the City of Cambridge (the "City"), with offices at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and the Mary Prentiss Inn, Inc. (the "Developer"), with offices at 6 Prentiss Street, Cambridge, MA 02140. This Agreement concerns the property located at 350 Main Street, Cambridge and the property currently laid out as the public ways of Deacon Street and Dock Street in Cambridge.

WHEREAS, the City owns property described in part I below for which the City requested proposals for disposition; and

WHEREAS, the Developer submitted a proposal for the purchase and development of the property which the City has conditionally accepted;

The City and the Developer enter into this Agreement for the described property on the following terms:

I. Description of Property:

Dock Street is bounded northerly by Main Street, easterly by property of MIT, Deacon Court (a private way), property of MIT and Deacon Street, southerly by property of MIT and westerly by property of MIT and the City of Cambridge. Dock Street consists of 5,910 square feet of land.

Deacon Street is bounded northerly by property of MIT, easterly by Carleton Street, southerly by property of MIT, and westerly by Dock Street. Deacon Street consists of 6,600 Square feet of land.

350 Main Street is bounded northerly by Main Street, easterly by Dock Street, southerly and westerly by property of MIT. 350 Main Street consists of 9,400 square feet of land. The building at 350 Main Street is a former fire station which was built in 1894 and closed on July 1, 1993; it is a two story brick building with a basement and is currently boarded up and vacant.

These parcels are shown on Assessor's Map #156.

II. Terms of Disposition Agreement:

1. Sale Price. If all contingencies are met, and this Agreement has not been properly terminated, then the Developer and the City agree at such time to enter into a purchase and sale agreement for the sale of the subject property for $1,350,000.00.

2. Incorporation of RFP. The terms of the Request for Proposals and the terms of the actual proposal made by the Developer to the City dated February 28, 1998 are incorporated herein and are made binding on the parties.

3. Termination. The City or the Developer may terminate this Agreement upon 30 days written notice if either party defaults on its obligations hereunder, including any failure by the Developer to act in accordance with the representations made in the RFP. Failure by the Developer to obtain any of the required permits for its proposed development, which results in a material alteration to the plan proposed by the Developer and accepted by the City, shall be grounds for termination.

4. Deposit. This Agreement requires a $150,000 good faith deposit paid by the Developer to the City to be held in escrow by the City in an interest bearing account at a rate not less than the prevailing commercial rate. This deposit is payable within 30 days of this Agreement. The deposit shall be refunded if the conveyances, discontinuance and permits required hereunder are not granted by the City Council and other applicable authorities within 12 months of the conditional designation of the successful offeror. The conditional designation of the successful offeror was made by the City's Purchasing Agent on August 3, 1998. The deposit and interest shall be applied to the full purchase price at the closing.

5. Permits. The Developer will be responsible for obtaining the necessary approvals for all permits for the proposed use of the site. The City, as owner, will appropriately support the Developer's permit applications in connection herewith prior to conveyance.

6. Street Access. Disposition shall be subject to the discontinuance of Deacon and Dock Streets as public ways; this requires a majority vote of the City Council. However, the Developer shall demonstrate to the City, for the City's final approval, that the existing pedestrian and vehicular traffic pattern on Deacon and Dock Streets will not be altered.

7. Design Guidelines. The Developer hereby agrees to adhere to design guidelines (to be developed jointly by the Planning Board and the Developer) which will describe design requirements for the development of the site for an interim use or future building. Building design will be subject to review and approval by the Planning Board. Agreement between the City and the Inn concerning design issues will be discussed before a public meeting of the Planning Board and ultimately reflected in deed restrictions, approved by the Cambridge City Council, and pertaining to the dimensional requirements for the interim and the ultimate use of the site.

8. Demolition Permit. Since the building located on this property is over fifty years old, Chapter 2.78 of the Cambridge Municipal Code applies. This ordinance requires that no permit for demolition, which includes removal of a building, be issued without review by the Cambridge Historical Commission. No demolition may take place until "all approvals necessary for issuance of a building permit" for a replacement structure, or a certificate of occupancy for a parking lot, have been issued.

9. Utilities. Disposition of all of the properties shall be subject to the retention by the City of any and all existing or necessary utility or sub-surface easements, provided that the Developer will be given the right to relocate any such utilities, as approved by the City, at its own expense in conjunction with its development of the site.

10. Option to Repurchase. In order to protect the City's financial interests, the Developer must agree that if the site is put up for resale in the future, the property must first be offered to the City on the following terms:

> Until the end of two years from the time the transaction closes, the sale price (received by the City for this sale) plus the seller's costs of acquisition, resale and site improvements, adjusted by the change in the consumer price index over the period.
>
> From year three until the end of year ten after the transaction closes, fair market value to be determined as follows: each party will retain an independent appraiser to estimate the value of the property; if a price can be agreed upon based on the two appraisals this agreed price will be the acquisition price; if not, a third appraiser will be retained, with the fee to be shared by the parties, who will perform as a review appraiser and arbitrate a final acquisition price for the property.

This right of first refusal is limited to the ten years from the date of conveyance and shall expire thereon.

11. Environmental Testing. Prior to closing, the Developer will have the right to perform its own environmental testing, bearing the costs of any expenses associated with the testing. If the testing reveals significant contamination by a substance that has not previously been identified as existing or possibly existing on the site, the Developer will have the right to terminate this Agreement and receive its deposit back, unless the contamination is determined to be as a result of City operations; in this case, the City shall have the option to clean up the hazardous material in compliance with the Massachusetts Contingency Plan, Chapter 21E, or if containment is a viable option, the City has the right to select this option, in which case the Developer will have the right to terminate the Agreement and receive its deposit back.

12. Memorial Relocation. City will relocate the memorial marker to Leo Shallow, which is currently at 350 Main Street, to an appropriate location.

13. Additional Restrictions. Disposition of the property shall be subject to restrictions in addition to those stated herein that may be deemed reasonable by the City Council and accepted by the purchaser which may be identified during the public processes necessary for the disposition of the property. Such restrictions shall be made in writing executed by both parties. In the event that any or all restrictions have not been agreed to by all parties, then Developer, at Developer's sole discretion may terminate this Agreement and the City shall refund the deposit with interest.

City of Cambridge
By

Robert W. Healy
City Manager

Approved as to form:

Russell B. Higley
City Solicitor

Mary Prentiss Inn, Inc.
By

Charlotte Forsythe, President

Charlotte Forsythe
President

CCM-101

City of Cambridge

IN CITY COUNCIL

January 24, 2000

WHEREAS:

By Section 21 of Chapter 82 of the General Laws, as amended, it is provided that the Cambridge City Council may discontinue a public way; and

WHEREAS:

The City Manager recommends, and the City Council approves, the disposition of 350 Main Street and the streets known as Deacon and Dock Streets; and

WHEREAS:

After a public process seeking proposals for the disposition of 350 Main Street and Deacon and Dock Streets, the Mary Prentiss Inn, Inc. was selected in accordance with the criteria established in the Request for Proposals; and

WHEREAS:

The Mary Prentiss Inn, Inc. has agreed that the existing pedestrian and vehicular traffic patterns on Deacon and Dock Streets will be permanently maintained in their current configurations unless otherwise approved by the City; and

WHEREAS:

The City Manager of Cambridge and City Council, in order to provide and promote public safety, have reconfigured certain public ways, and have further approved and authorized that the City should under the provisions of the aforesaid Chapter of the General Laws discontinue Deacon and Dock Streets, Cambridge, MA, which streets will become private ways, owned and operated by the Mary Prentiss Inn, Inc.

NOW, THEREFORE, by virtue of and in pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Cambridge, by its City Council, does hereby discontinue Deacon and Docks Streets hereinafter described:

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence
S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29' 07" E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence

N 05° 30' 53" E — A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510 ± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS" , scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923.

NOW, THEREFORE, BE IT

ORDERED:

The discontinuance of Deacon and Dock Streets, Cambridge, MA, as described herein is hereby authorized in accordance with General Laws, Chapter 82, Section 21, as amended.

Said land is described above. This parcel contains 12,510 ± square feet.

In City Council January 24, 2000
Adopted by a yea and nay vote:-
Yeas 9 ; Nays 0 ; Absent 0 .
Attest:- D. Margaret Drury, City Clerk

A true copy: D. Margaret Drury

ATTEST:- D. Margaret Drury, City Clerk

CCM-101

City of Cambridge

IN CITY COUNCIL

January 24, 2000

WHEREAS:

By Section 21 of Chapter 82 of the General Laws, as amended, it is provided that the Cambridge City Council may discontinue a public way; and

WHEREAS:

The City Manager recommends, and the City Council approves, the disposition of 350 Main Street and the streets known as Deacon and Dock Streets; and

WHEREAS:

After a public process seeking proposals for the disposition of 350 Main Street and Deacon and Dock Streets, the Mary Prentiss Inn, Inc. was selected in accordance with the criteria established in the Request for Proposals; and

WHEREAS:

The Mary Prentiss Inn, Inc. has agreed that the existing pedestrian and vehicular traffic patterns on Deacon and Dock Streets will be permanently maintained in their current configurations unless otherwise approved by the City; and

WHEREAS:

The City Manager of Cambridge and City Council, in order to provide and promote public safety, have reconfigured certain public ways, and have further approved and authorized that the City should under the provisions of the aforesaid Chapter of the General Laws discontinue Deacon and Dock Streets, Cambridge, MA, which streets will become private ways, owned and operated by the Mary Prentiss Inn, Inc.

NOW, THEREFORE, by virtue of and in pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Cambridge, by its City Council, does hereby discontinue Deacon and Docks Streets hereinafter described:

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence
S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29' 07" E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence

N 05° 30' 53" E — A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510 ± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923.

NOW, THEREFORE, BE IT

ORDERED:

The discontinuance of Deacon and Dock Streets, Cambridge, MA, as described herein is hereby authorized in accordance with General Laws, Chapter 82, Section 21, as amended.

Said land is described above. This parcel contains 12,510 ± square feet.

In City Council January 24, 2000
Adopted by a yea and nay vote:-
Yeas 9 ; Nays 0 ; Absent 0 .
Attest:- D. Margaret Drury, City Clerk

A true copy: D. Margaret Drury

ATTEST:- D. Margaret Drury, City Clerk

8.

CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300
FAX. 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

February 1, 1999

To The Honorable, The City Council:

In response to Awaiting Report Item No. 99-13, regarding a report on the status of the Kendall Square Fire Station, please be advised of the following:

After a competitive process that involved three responses to the City's Request for Proposals (RFP) on the site, a group headed by Charlotte Forsythe has been awarded a Conditional Property Disposition Agreement. Ms. Forsythe's group intents to convert the station into a small Inn consisting of approximately 60 rooms. The proposal calls for preservation of the building as well as the addition of room space behind the structure. There were three criteria that were measured before the conditional award, preservation of the existing structure, reuse of the building and economic value to the City. Ms. Forsythe's proposal was deemed highly favorable in all three categories. The Conditional Property Disposition Agreement allows the successful bidder until August 3, 1999 to obtain all necessary permits and approvals including the City Council's.

At this time, I project that City Council approval of the land property disposition award be sought in late Spring.

Very truly yours,

Robert W. Healy
City Manager

RWH/mec

Consent Agenda #8

Cal.)
S101

Relative to AR #99-13, regarding a report on the status of the Kendall Square Fire Station.

See Highways 2000 #7 For Finance Comm Report & disposition order

In City Council February 1, 1999

CHARTER RIGHT
BY Councillor Russell

2/8/99

Report Accepted

PLACED ON FILE

CCM-101

City of Cambridge

76.

IN CITY COUNCIL
January 11, 1999

COUNCILLOR SULLIVAN
COUNCILLOR BORN
COUNCILLOR DAVIS
MAYOR DUEHAY
COUNCILLOR RUSSELL
COUNCILLOR TOOMEY
COUNCILLOR TRIANTAFILLOU

WHEREAS: There had been discussion that if and when the Kendall Square Fire House is sold, that funds received, would be dedicated to such things as a new youth center and emergency communication center; and

WHEREAS: Those projects have been completed; now therefore be it

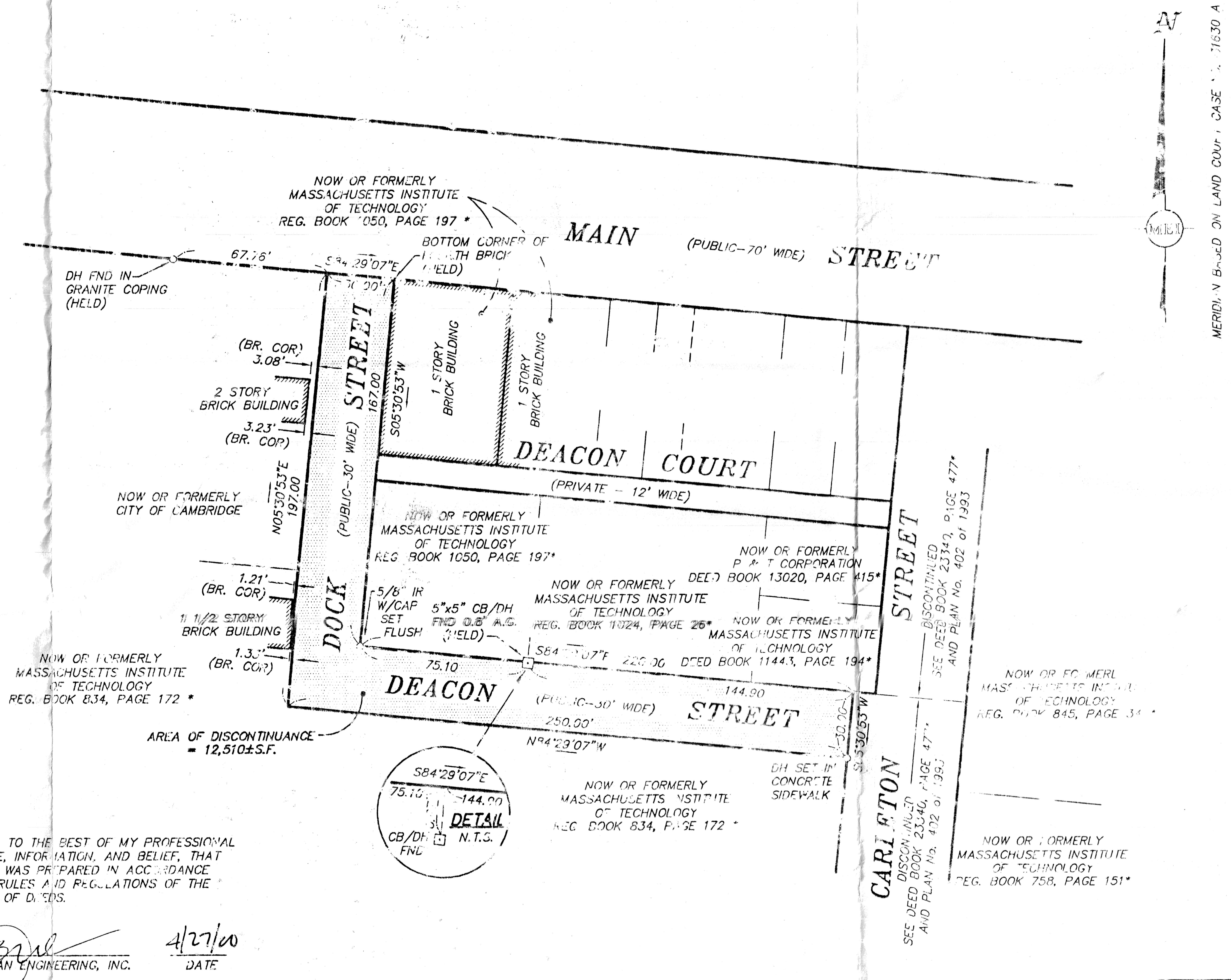
ORDERED: That the City Manager be and hereby is requested to allocate the proceeds from the potential sale of the old Kendall Square Fire House for the purchase of open space in East Cambridge; and be it further

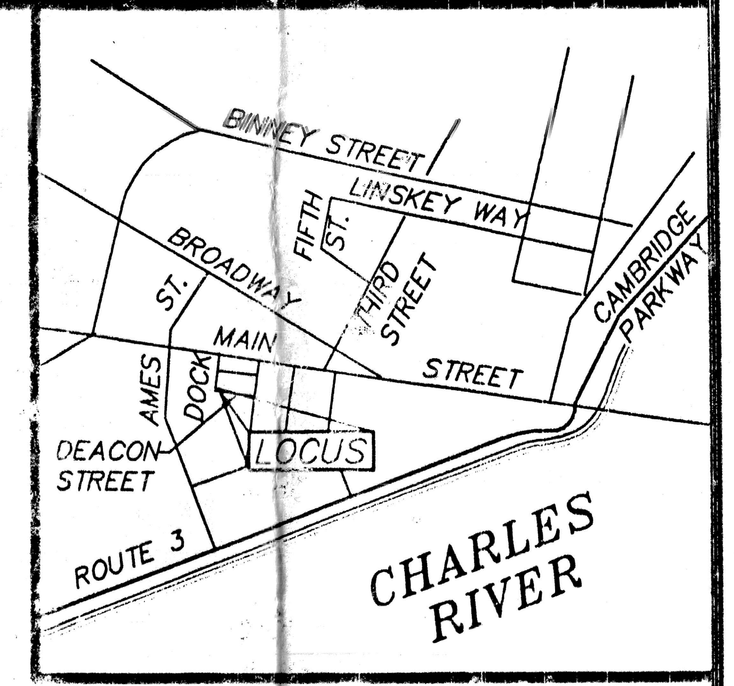
ORDERED: That the City Manager be and hereby is requested to report back to the City Council as to the status of the old Kendall Square Fire House.

In City Council January 11, 1999.
Adopted by the affirmative vote of nine members.
Attest:- D. Margaret Drury, City Clerk.
A true copy;

ATTEST:- D Margaret Drury

D. Margaret Drury
City Clerk





LOCUS MAP
NOT TO SCALE

NOTES:

1. THE SOLE PURPOSE OF THIS PLAN IS TO DEPICT THE DISCONTINUANCE AND ABANDONMENT OF DEACON STREET AND DOCK STREET AS A PUBLIC WAY. DEACON STREET WAS ACCEPTED AS A PUBLIC WAY BY THE CITY OF CAMBRIDGE ON NOVEMBER 13, 1917, DESCRIBED IN CITY COUNCIL RECORD BOOK No. 56.
2. THE SITE DETAIL & SURFACE IMPROVEMENTS DEPICTED HEREON WERE OBTAINED FROM A PARTIAL FIELD SURVEY CONDUCTED ON APRIL 17 & 18, 2000 BY MERIDIAN ENGINEERING, INC.
3. THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.
4. THE LOCUS PROPERTY IS DEPICTED ON PARCEL BLOCK MAP 48.
5. RECORD OWNER: CITY OF CAMBRIDGE.

REFERENCES:

- PLAN BOOK 263, PLAN 15 *
- PLAN No. 402 OF 1993 *
- PLAN No. 403 OF 1993 *
- LAND COURT CASE No. 31630 A*
- LAND COURT CASE No. 4656 *

*DOCUMENTS ON RECORD AT THE MIDDLESEX SOUTH REGISTRY OF DEEDS

GRAPHIC SCALE
SCALE: 1"=40'
FEET 40 0 20 40 80 160
METERS 0 10 20 40 60

I DECLARE, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

FOR MERIDIAN ENGINEERING, INC. 4/27/00
DATE

FOR REGISTRY OF DEEDS USE ONLY

I DECLARE, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE PROPERTY LINES DEPICTED ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS DEPICTED ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW STREETS AND WAYS ARE DEPICTED. (MASS. GEN. LAWS, CHAP. 41, SECT. 81–X)

COMMONWEALTH OF MASSACHUSETTS MICHAEL J. ... No. 37733 PROFESSIONAL LAND SURVEYOR

FOR MERIDIAN ENGINEERING, INC. 4/27/00
DATE

LEGEND:

CB/DH	CONCRETE BOUND W/DRILL HOLE
FND	FOUND
A.G.	ABOVE GRADE
DH	DRILL HOLE
REG	REGISTRATION
N.T.S.	NOT TO SCALE
IR	IRON ROD

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD

DWG. No. 3528EPI
F.B. #315, PG. #9

DISCONTINUANCE PLAN OF LAND
LOCATED IN
CAMBRIDGE, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
CITY OF CAMBRIDGE

SCALE: 1"= 40' DATE: APRIL 27, 2000

MERIDIAN ENGINEERING, INC.
98 HIGH STREET
DANVERS, MASSACHUSETTS 01923
TELEPHONE: (978) 739-9130

SHEET No. 1 OF 1 PROJECT No. 3528

DEED

The City of Cambridge, a municipal corporation with an address at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (the "Grantor"), in consideration of the payment of $1,350,000, paid for the conveyance of the parcel described herein and for the conveyance of the parcel known as 350 Main Street, conveyed this date by separate deed, and the mutual agreements set forth in an agreement (the Final Property Disposition Agreement), dated on or about this date, between the Grantor and the Grantee, the Grantor hereby grants with QUITCLAIM CONVENANTS to the Firehouse Inn LLC., a Cambridge, Massachusetts limited liability corporation with a business address at 6 Prentiss Street, Cambridge, Massachusetts, 02140 (the "Grantee"), all of Grantor's right, title and interest in that certain land, known as Deacon and Dock Streets, situated in Cambridge, Massachusetts (the "Streets") shown on a plan entitled "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS" ,scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith and described as follows:

A certain parcel of land known as Deacon and Dock Streets located on the southerly side of Main Street and the westerly side of Carleton Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwesterly corner of Dock Street, said point being on the southerly sideline of Main Street Sixty-Seven and Seventy-Six Hundredths (67.76') feet easterly of a drill hole found in granite coping; thence

S 84° 29' 07" E	A distance of Thirty and No Hundredths (30.00') feet by the sideline of said Main Street to a corner of one story brick building at land now or formerly of the Massachusetts Institute of Technology; thence
S 05° 30' 53" W	A distance of One Hundred Sixty-Seven and No Hundredths (167.00') feet by land of said Massachusetts Institute of Technology, Deacon Court and by other land of said Massachusetts Institute of Technology to an iron rod set; thence
S 84° 29' 07" E	A distance of Two Hundred Twenty and No Hundredths (220.00') feet by land of said

	Massachusetts Institute of Technology to a point of land of said Massachusetts Institute of Technology (formerly Carleton Street); thence
S 05° 30' 53" W	A distance of Thirty and No Hundredths (30.00') feet by land of said Massachusetts Institute of Technology (formerly Carleton Street) to a drill hole set; thence
N 84° 29' 07" W	A distance of Two Hundred Fifty and No Hundredths (250.00') feet by land of said Massachusetts Institute of Technology to a point; thence
N 05° 30' 53" E	A distance of One Hundred Ninety-Seven and No Hundredths (197.00') feet by land of said Massachusetts Institute of Technology and land now or formerly of the City of Cambridge to the point of beginning.

The above-described parcel contains an area of Twelve Thousand Five Hundred and Ten and Zero Hundredths plus or minus square feet (12,510 ± square feet) and is more particularly shown on a plan entitled: "DISCONTINUANCE PLAN OF LAND, CAMBRIDGE, MASSACHUSETTS", scale 1" = 40', dated April 27, 2000, prepared by: Meridian Engineering, Inc., 98 High Street, Danvers, Massachusetts 01923 and recorded herewith.

The Grantor excepts and reserves the non-exclusive right (along with the rights of other legally entitled) to use, maintain, repair and replace subsurface utilities under the Property of the size and type, and in approximate present locations, as those existing subsurface utilities located in, beneath or on the Property as of the date of this Deed, provided in each case that the exercise of such rights is not inconsistent with the rights of the Grantee in the Property. The Grantee may relocate any surface or subsurface utilities in the Property maintained by the Grantor at the Grantee's sole cost and expense from time to time. The Grantor shall be solely responsible for, and shall pay all costs of, such use, maintenance, repair, and replacement of any subsurface utilities in the Property (other than utilities used, installed, placed or maintained by the Grantee) and for all costs and expenses incurred in repairing any utilities installed or maintained by the Grantee to accommodate utilities of the Grantor, or incurred in repairing any damage or destruction to such utilities caused in whole or part by the activities of the Grantor. The Grantor shall give advance notice of (at least ten (10) days, except in emergencies, when notice shall be given as soon as possible thereafter) to the Grantee of any proposed work to be undertaken within the Property, and shall coordinate all such work with authorized representatives of the Grantee. The Grantor shall carry out all work undertaken in the Property in a good and workmanlike manner and shall maintain all utilities, other improvements, and the Property in good and safe condition and repair during such time of maintenance, repair or replacement and shall, in the event of any damage or disturbance resulting from the exercise of rights hereunder by the Grantor, restore any utilities, other improvements, or areas damaged or disturbed to substantially the condition in which they were immediately prior to such damage or disturbance.

The Grantor excepts and reserves the right solely for municipal purposes and use to establish easements, licenses or other rights as may be necessary to construct, install, remove, maintain, repair, replace and use subsurface utilities in the Property to the extent not inconsistent with the rights and easements granted to the Grantee hereunder; provided, however, that prior to granting such easements, licenses or other rights, the Grantor shall require such grantee to agree in writing to be bound by the terms and conditions of the immediately preceding paragraph hereof imposed on the Grantor (including but not limited to the obligations to undertake all work in the Property in a good and workmanlike manner at its sole cost), for the benefit of the Grantee. A copy of such written agreement shall be delivered to the Grantee prior to the commencement of work in the Property. The Grantee may relocate any subsurface utilities in the Property maintained by such grantee or party at the Grantee's sole cost and expense from time to time.

In its use of the Property, the Grantee agrees to permit vehicular and pedestrian access to the public, including parking, in those areas, which as of the date of this Deed, were available for vehicular and pedestrian access and parking.

Whenever in this Deed the consent or approval of any party is required, such consent shall not be unreasonably withheld, delayed or qualified and shall be in writing signed by a duly authorized officer or agent of the party granting the consent or giving the approval. Any written notice, consent, approval, or authorization received by the Grantor from the Grantee may be relied upon as authorized to be given hereunder. Any written notice, consent, approval, or authorization received by the Grantee from the City Manager of the Grantor or the designee of the City Manager may be relied upon as authorized to be given hereunder.

By its acceptance and recording of this Deed, the Grantee agrees to be bound by the terms and conditions hereof.

If any term or provision of this Deed or the application thereof to any party or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. The provisions hereof shall run with the land described herein and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

For title of the Grantor, see instrument recorded with the Middlesex South District Registry of Deeds at Book 4182, Page 448 and Plan Book 263, Plan No. 15.

The City of Cambridge has caused this instrument to be signed under seal, acknowledged and delivered in its name and on its behalf by Robert W. Healy, its City Manager, this 15th day of August, 2000.

CITY OF CAMBRIDGE

By: ______________________
Its City Manager
Hereunto duly authorized

Approved as to form:

____
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex s.s. August 15, 2000

Then personally appeared the above named Robert W. Healy, the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be the free act and deed of the City of Cambridge, before me.

____
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 27 2002

C. C. 106

City of Cambridge

MASSACHUSETTS

In City Council 1-24, 2000

Tabled Item #3 Authorize Disposition of 350 Main

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Mr. James Braude
✓				Ms. Henrietta Davis
✓				Ms. Marjorie C. Decker
✓				Mr. Anthony Galluccio
✓				Mr. David P. Maher
✓				Mr. Kenneth E. Reeves
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.

9 0 0 0

C. C. 106

City of Cambridge

MASSACHUSETTS

In City Council 1-24, 2000

Tabled Item #3 Discontinue ~~portions of~~ Deacon + Dock Streets as public ways

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Mr. James Braude
✓				Ms. Henrietta Davis
(2) ✓			(1) ✓	Ms. Marjorie C. Decker
✓				Mr. Anthony Galluccio
✓				Mr. David P. Maher
✓				Mr. Kenneth E. Reeves
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
(1) 8	0	0	1	
(2) 9	0	0	0	

C. C. 106

City of Cambridge

MASSACHUSETTS

In City Council 1- 24, 2000

Tabled #3 MAS amend

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
	✓			Mr. James Braude
	✓			Ms. Henrietta Davis
	✓			Ms. Marjorie C. Decker
	✓			Mr. Anthony Galluccio
✓				Mr. David P. Maher
	✓			Mr. Kenneth E. Reeves
✓				Mr. Michael A. Sullivan
	✓			Mr. Timothy J. Toomey, Jr.

3 6

Councillor Sullivan said that he wants to be sure that the builder will be willing to agree to the kind of provisions set forth in the Responsible Bidder Ordinance. Mr. Healy said that compliance with these provisions would be a condition of the agreement.

Councillor Sullivan then asked whether the City would have a right of first refusal if the project fails. Mr. Healy responded in the affirmative.

Councillor Sullivan stated that he still believes that the money should go to a specific project for open space in East Cambridge, as set forth in the January 11, 1999 City Council order. **ATTACHMENT A**. He requested that when the committee report of this meeting comes back to the full City Council, Mr. Healy be prepared to respond to the issues he has raised.

Councillor Russell asked why Deacon and Dock Streets are part of the deal if the plan is for those streets to be left open to pedestrian and vehicle traffic. Mr. Healy explained that they affect the purchase price, and that the developer also needs the square footage to meet FAR and access requirements.

Councillor Reeves said that there are issues of making Kendall Square work better. He is not comfortable that Kendall Square has been "fixed" and this is the one piece of property that the City owns in the area. He does not believe that this is the highest and best use for this property. He does not see this use as a big part of a solution for Kendall Square. He said that he often wonders whether it would have been possible to persuade MIT to acquire the site and do something good with it.

Mr. Healy responded that MIT's unwillingness to use such vision was one of the Planning Board's reasons for not wanting to sell the property to MIT.

Councillor Reeves said that $1.35 million seems like a low purchase price in today's market.

Councillor Sullivan noted that the restoration costs will be very large.

Mr. Healy said that MIT bid $3 million and would again but that would have been the end of the revenue stream.

Councillor Reeves asked how many rooms the hotel will hold and how many units of affordable housing could be sited there. Ms. Peterson responded that there will be 65 rooms in the proposed hotel. A high density zone like the East Cambridge Riverfront area would permit perhaps 30 units. A medium density residential zoning such as Residence C1 would allow a maximum of seven units. She added that she has worked on this project for years, and, although she has had many initial inquiries, after

Mayor Duehay asked who was Mary Prentiss. Ms. Peterson said that she does not know but will find out. She stated that the plans call for a first floor restaurant. It is not a bed and breakfast.

Councillor Sullivan asked whether, if the building falls while it is being moved, the building must be rebuilt. Ms. Peterson said that she did not know. She recounted the design requirements and provisions, which are extensive.

Councillor Reeves said that the Marriott residence in Kendall Square is an example of a use that is of no interest to city residents. It would be useful to require something of interest to residents.

Councillor Sullivan asked whether there could be a requirement for something of interest.

Councillor Sullivan noted the Committee's requests for assurances of responsible employer provisions to bind contracts, for allocation of revenues for purposes of East Cambridge open space and for information as to who Mary Prentiss was.

Councillor Russell moved that the proposed dispositions be forwarded to the full City Council with a favorable recommendation based on the above three conditions. The motion passed on a voice vote without objection.

The meeting was adjourned at 4:35 P.M.

For the Committee,

Michael

Councillor Michael A. Sullivan, Chair

F:122899FinanceDispositionofCityProperty

C. C. 106

City of Cambridge

__FINANCE COMMITTEE MEMBERS__
Councillor Michael A. Sullivan, Chair
Councillor Kathleen L. Born
Councillor Henrietta Davis,
Mayor Francis H. Duehay
Vice Mayor Anthony Galluccio
Councillor Kenneth E. Reeves
Councillor Sheila Doyle Russell
Councillor Timothy J. Toomey, Jr.
Councillor Katherine Triantafillou

In City Council January 10, 2000

The Finance Committee held a public meeting on December 28, 1999, beginning at 4:10 P.M. in the Ackermann to discuss the disposition of city owned property located at 350 Main Street, Deacon and Dock Streets which was referred to the Finance Committee at the City Council meeting of December 6, 1999.

Present at the hearing were Michael A. Sullivan, Chair of the Committee, Mayor Francis H. Duehay, and City Clerk D. Margaret Drury. Also present were City Manager Robert W. Healy and Lisa Peterson, Assistant to the City Manager.

Councillor Sullivan convened the hearing and explained the purpose. He requested that Mr. Healy describe the proposal.

Mr. Healy stated that the City has published two requests for proposals (RFPs) for this site. Only MIT responded to the first RFPs. The Planning Board had some problems with MIT's proposal. For the second RFPs, MIT and the Mary Prentiss Inn responded. There are several advantages to the Mary Prentiss Inn proposal, including that the property will remain on the tax roles and that there will be better historical preservation of the building.

Regarding the issue of use of the property for affordable housing, Mr. Healy noted several site constraints, including isolation of the site from any other family housing or residential areas. Mr. Healy also noted the intent to use the proceeds to replace general fund amounts that were used to supplement the open space fund.

Councillor Sullivan then invited public comment. There was none.

Mayor Duehay stated that the City has been playing around with the disposition of this property for years. When MIT made its first proposal, the City Council asked the City Manager to look for another disposition that would better respect the architectural heritage of the site. This proposal accomplishes that goal. It is not a good site for housing.

Committee Report #7 7H Cal. 3

A report from Councillor Sullivan
Chair of th eFinance Committee for
a hearing held on December 28, 1999
for the purpose of discussing the
disposition of the city owned
property located at 350 Main Street,
Deacon and Dock Streets which was re
referred to the Finance Committee at
the City Council Meeting of December
6, 1999.

Also See Sundries 1999
#101 For Awaiting
Report From City Manager

In City Council Janaury 10, 2000

Tabled by Councillor
Maher

1/24/00

Two Adopted Orders.
Awaiting orders from Law Dept.