

Please record and return to:
Touchstone Closing & Escrow, LLC
27 Main Street
Andover, MA 01810

COMMERCIAL MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT

THIS COMMERCIAL MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT is granted as of **February 26, 2025**, by **NEWTON PARK WATERTOWN REALTY LLC**, a Massachusetts limited liability company, having its principal place of business at 100 Franklin Street, Suite 404, Boston, MA 02110 (the "Mortgagor") in favor of **ONELOCAL BANK**, a Massachusetts banking institution, with a principal place of business located at 11 Central Street, Norwood, Massachusetts 02062, its successors and/or assigns (the "Mortgagee").

In consideration of the mutual covenants contained herein and benefits derived here from, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees to the following terms and conditions:

ARTICLE 1 GRANT OF MORTGAGE INTEREST

To secure the prompt, punctual, and faithful payment and performance of all of the present and future Obligations (as that term is defined in Section 3-1 herein) of Mortgagor to the Mortgagee, including, without limitation, those arising under the commercial loan facility in the amount of **FIVE MILLION SEVENTY-NINE THOUSAND 00/100 DOLLARS (\$5,079,000.00)** evidenced by a Commercial Promissory Note as may be amended, modified, extended, restated or replaced from time to time, collectively, the "Note", the Mortgagor hereby grants, mortgages, assigns, and transfers to the Mortgagee, all of Mortgagor's right, title and interest in and to the property know as and numbered **(i) 386-394 WATERTOWN STREET, NEWTON, MA 02458**, as further described on Exhibit A attached hereto (the "Premises").

ARTICLE 2 GRANT OF SECURITY INTEREST AND ASSIGNMENT

2-1. Security interest. To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the present and future Obligations to the Mortgagee, including, without limitation, those arising under the Note, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to, and assigns to the Mortgagee, with MORTGAGE

Property Address: 386-394 Watertown Street, Newton, MA 02458

COVENANTS, upon the **STATUTORY CONDITION** and with the **STATUTORY POWER OF SALE**, the Collateral (defined below).

2-2. Financing Statement. Mortgagor agrees that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code of the Commonwealth of Massachusetts as the same may be amended from time to time (hereinafter, the "UCC/Fixture Filing").

2-3. Power of Attorney. The Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's true and lawful attorney for the purpose of signing and filing or recording on behalf of the Mortgagor any financing or other statement in order to establish, perfect or protect the Mortgagee's interest in the Collateral.

ARTICLE 3
CERTAIN DEFINITIONS

As used herein, the following terms shall have the following meanings:

3-1. Obligations. "Obligations" includes any and all liabilities, debts, and obligations of the Mortgagor to the Mortgagee, including, without limitation, the obligations set forth in the (a) the Note, (b) the Loan Agreement dated of even date herewith by and between the Mortgagor and the Mortgagee (the "Loan Agreement"), (c) this Mortgage, and (d) all other loan documents executed in connection with the Loan (collectively, the "Loan Documents").

3-2. Collateral. "Collateral" shall include all and each of the following, whether singularly or collectively, whether real property, personal property, or a combination thereof, whether now owned or now due or now existing, or in which the Mortgagor has an interest, or hereafter, at any time in the future, acquired, arising, or to become due, or in which the Mortgagor obtains an interest, and all proceeds, products, substitutions and accessions of or to any of the following:

Premises, Rents, Leases and Derivative Interests

All right, title and interest of the Mortgagor in and to the Premises; the Mortgagor's interests, in all rents, issues, profits, royalties, income and other benefits derived from the Mortgagor's interest in the Premises and the Improvements, as defined below (collectively, the "Rents"); all estate, right, title and interest of the Mortgagor in and to all leases, subleases, occupancy agreements, concessions, tenancy at will agreements, rental agreements and license agreements covering or affecting the Premises or the Improvements or any portion thereof (collectively, the "Leases"), and all guaranties thereof now or hereafter existing or entered into; all interests, estate or other claims, both in law and in equity, which the Mortgagor now has or may hereafter acquire in the Premises and the Improvements; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; all right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises and the Improvements and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises (collectively, the "Derivative Interests");

Improvements

All right, title and interest of the Mortgagor in and to the improvements on the Premises, including, without limitation, any and all buildings and other improvements now or hereafter erected on the Premises, and also including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (together, the "Improvements");

Personal Property

All right, title and interest of the Mortgagor in and to (i) all tangible personal property now owned or hereafter acquired by the Mortgagor and used in connection with the Premises and the Improvements, and (ii) all tangible personal property now or at any time hereafter located on or at the Premises or the Improvements and used in connection therewith, including, but not limited to: all building materials stored on the Premises or the Improvements, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, and plumbing fixtures and equipment, lamps, chandeliers and other lighting fixtures and maintenance and other supplies; excluding in each case, all property owned by tenants of the Mortgagor and not acquired by the Mortgagor subsequent to the date of this Mortgage (the "Personal Property");

Intangibles

All of the Mortgagor's interests in all existing and future accounts, accounts receivable, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of the Mortgagor or its agents or employees from any and all sources attributable to the Premises, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Premises and the Improvements, whether now existing or entered into or obtained after the date hereof, (collectively, the "Intangibles");

Escrow Accounts

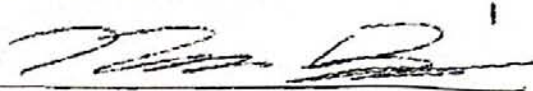
All of the Mortgagor's interests in all existing and future escrow accounts established hereunder with respect to the Premises or the Improvements including, but not limited to, escrows established for the payment of taxes, insurance, liens and encumbrances (the "Escrow Accounts"); and

Claims and Awards

All of the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance and the Mortgagor's interests in any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises (the "Claims and Awards"), and the Mortgagor, to the extent of the interest described herein, hereby authorizes, directs and empowers the Mortgagee, at its option, on the Mortgagor's behalf, to adjust, compromise, claim, collect and receive such proceeds and to

IN WITNESS WHEREOF, the Mortgagor has executed this Commercial Mortgage, Security Agreement and Assignment as a sealed instrument on the date first above written.

NEWTON PARK WATERTOWN
REALTY LLC



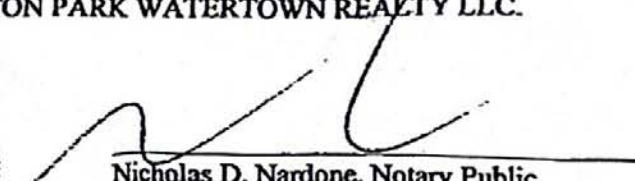
Nicolas D. Beaujean, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 26th day of February, 2025, before me, the undersigned notary public, personally appeared Nicolas D. Beaujean, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed and as the Manager of NEWTON PARK WATERTOWN REALTY LLC.





Nicholas D. Nardone, Notary Public
My commission expires: October 30, 2026