

THIRD LULWORTH PROPERTIES, INC.

SECOND SUPPLEMENTAL INDENTURE OF MORTGAGE

SECOND SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST (the "Second Supplement") dated as of December 1, 1971, between THIRD LULWORTH PROPERTIES, INC. (the "Company"), a Delaware corporation, having an office at 100 West Tenth Street, Wilmington, Delaware and THE NATIONAL SHAWMUT BANK OF BOSTON, a National Banking Association having its principal office and place of business at 40 Water Street, Boston, Massachusetts 02106 (the "Trustee") and L.H. BAKER, of Boston, Massachusetts (the "Individual Trustee") as Trustees (collectively the "Trustees").

WHEREAS, the Company heretofore executed and delivered an Indenture of Mortgage and Deed of Trust dated as of January 4, 1971 (the "Original Indenture") to the Trustees to secure its 10 1/4% Mortgage Notes in aggregate principal amount, to be issued from time to time, not exceeding \$3,400,000 of which \$2,538,000 in original aggregate principal amount due February 1, 1996 have been issued and are presently outstanding, \$2,130,000 being issued pursuant to the Original Indenture and \$408,000 being issued pursuant to a First Supplemental Indenture of Mortgage dated as of June 1, 1971 (First Supplement) (all of which outstanding notes together with any notes at any time issued pursuant to the Original Indenture heretofore and hereby supplemented, are herein termed the Notes); and

WHEREAS, the Company has acquired two additional parcels of real property (the "Property") not heretofore specifically subjected to the lien of the Original Indenture and the First Supplement and the Company desires specifically to describe the Property and to subject the same to the lien and operation of the Original Indenture, as supplemented; and

WHEREAS, the Company proposes to issue Series 3 Notes in the aggregate principal amount of \$790,000 ; and

WHEREAS, all conditions and requirements necessary to make this Second Supplement in the form and upon the terms hereof, a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled and the execution and delivery hereof, in the form and upon the terms hereof, have been in all respects duly authorized.

The Company, in order further to secure the Notes and any notes issued in exchange therefor or in replacement thereof and any renewal or extension of any of the foregoing and to secure the payment of all other indebtedness which the Original Indenture as heretofore and hereby supplemented, by its terms secured, and compliance with all the terms hereof and thereof, hereby does grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, set over and confirm unto the Trustees, and to their successors in the trust hereby created and assigns forever, all its right, title and interest in and to the property described in Schedule A hereto, (the "Property") subject to the matters shown on said Schedule A, including without limitation all of the Company's right, title and interest in and to the Ground Lease described in Schedule A.