

PROMISSORY NOTE

\$240,000.00

Meredith, New Hampshire
September 20, 2007

FOR VALUE RECEIVED, the undersigned, SOUTHFIELD VILLAGE DEVELOPMENT, LLC, AND VATCHE N. MANOUKIAN, jointly and severally, both with a mailing address of [REDACTED] (hereinafter "Maker"), promises to pay to DODGE FINANCIAL, INC., TRUSTEE OF THE KWS 2007 REALTY TRUST, having an address at PO Box 7017 Gilford, NH 03247, (hereinafter "Holder") or order, the sum of Two Hundred Forty Thousand Dollars together with interest during the term of this Note at a fixed rate of Thirteen Percent (13%) interest per annum.

The term of this Note is One (1) Year from the date of the Note. Until maturity the Maker shall pay interest only in Twelve (12) consecutive monthly payments of \$2,600.00 each. The first monthly payment is due November 1, 2007 and the final payment plus all principal, accrued interest and charges is due October 1, 2008. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

In addition, Holder may impose upon the Borrower a delinquency charge at the rate of Five percent (5%) on each installment of principal and/or interest not paid on or before fifteen (15) calendar days after such installment is due.

MAKER'S PAYMENTS BEFORE THEY ARE DUE- The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in a letter that Maker is doing so. A prepayment of all the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

The Maker may make a full prepayment or partial prepayments. The Holder will use all of the prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Holder agrees in writing to those delays or changes. The Maker may make a full prepayment at any time. If the Maker chooses to make a partial prepayment, the Holder may require the Maker to make the prepayment on the same day that one of the monthly payments is due. Any prepayments made shall not be subject to any prepayment charge.

All parties, whether makers, endorsers, guarantors or otherwise hereby waive demand, notice and protest and assent to an extension or postponement of the time of payment or other indulgence.

Upon default of the payment of interest and principal due under this note, or the occurrence of any event of default under the Mortgage and Loan Documents of near or even date, if said payment is not made or default cured within fifteen (15) days of the due date or upon default in the performance of any of the terms and conditions of this Note, if such default is not cured within thirty (30) days of written notice, the entire unpaid balance of principal and interest shall, at the option of the Holder, become due and payable at once without demand or notice.

No act of delay or omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of same, such waiver or release to be effective only if set forth in a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

The acceptance by the Holder hereof of any payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder hereof under this Note.

All of the rights and remedies of the Holder hereof, whether evidenced hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently, and the Holder shall have no duty as to the collection or protection of any collateral held by it or the income thereon, nor as to the preservation of any rights pertaining thereto.

This Note is fully negotiable and upon negotiation shall be enforceable by the Holder in accordance with its terms.

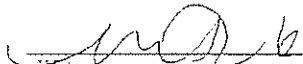
This Note shall be governed exclusively by the laws of the State of New Hampshire. Maker hereby agrees that any action hereon or related hereto may be maintained in a Court of competent jurisdiction located in that state, and consent to the jurisdiction of any such Court for all purposes connected herewith.

In the event of a default on this Note, the Holder thereof shall be entitled in addition to all other amounts due the costs of collection, including reasonable attorneys' fees, and any other expense necessary to protect the interest of the Holder of this Note and any real estate securing this note, and such amounts shall be payable according to the terms of this Note.


Any notice required to be given under this Note shall be given in writing and sent by certified mail postage prepaid, to the last known address of the party to receive the notice or at such other address as may be agreed upon between the parties in writing.

This Promissory Note may be amended, extended or modified only by a writing signed by Holder and Maker. This Promissory Note is secured by a first mortgage of near or even date on a parcel of property located at Southfield Village Condominium, Phase 9, Southfield Lane, Peterborough, County of Hillsborough, NH 03458.

WITNESS my hand and seal, this 27th day of September 2007.




Witness



Witness



VATCHE N. MANOUKIAN, MANAGING
MEMBER OF THE SOUTHFIELD
VILLAGE DEVELOPMENT, LLC



VATCHE N. MANOUKIAN

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COPY

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT, is dated this 20 day of September 2007, SOUTHFIELD VILLAGE DEVELOPMENT, LLC, a New Hampshire Limited Liability Company, with a mailing address of [REDACTED] referred to herein as the "Mortgagor" and/or "Borrower"), for consideration paid, grants to DODGE FINANCIAL, INC., TRUSTEE OF THE KWS 2007 REALTY TRUST, having an address at PO Box 7017, Gilford, NH 03247 (referred to herein as the "Lender" and or "Mortgagee"), with MORTGAGE COVENANTS, to secure:

PRELIMINARY STATEMENT

Borrower has borrowed from Lender Two Hundred Forty Thousand Dollars (the "Loan"), and is delivering to Lender a Promissory Note dated the date hereof, in the original principal amount of Two Hundred Forty Thousand Dollars bearing interest at the rate set forth therein, payable to Lender or order. The Promissory Note, together with any and all extensions, renewals, substitutions, modifications or replacements thereof, is hereinafter called the "Note". Borrower has also executed and delivered to LENDER certain other documents and instruments relating to the Loan including but not limited to a Loan Agreement and a Collateral Assignment of Rents and Leases (collectively, all of such documents, instruments and agreements being herein referred to as the "Loan Documents"). This Mortgage secures the Note and the Loan Documents.

ARTICLE 1
Granting Clause

In order to secure the payment of the Note and the performance of this Mortgage, the Note and the Loan Documents, Borrower hereby GRANTS, with MORTGAGE COVENANTS, to Lender and its successors and assigns, all of Borrower's interest in the following described property:

- (a) a parcel of land, with buildings and improvements, if any, whether now existing or hereafter constructed or located thereon (the "Improvements"), the first located at Southfield Village Condominium, Phase 9, Southfield Lane, Peterborough, County of Hillsborough, NH 03458, (hereinafter sometimes referred to as the "Land"), which properties are more particularly described in Exhibit A respectively, and attached hereto (the Land and the Improvements, together with any of the property described in the following clauses of the Granting Clause constituting real property, collectively, the "Property" or "Mortgage Property"). The term "Premises" or "Mortgaged Premises" is defined as "Property" or "Mortgaged Property";
- (b) All easements, covenants, agreements and rights that are appurtenant to or benefit the Property;

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- (c) All fixtures, machinery and all other tangible personal property intended for use in the building and other Improvements on the Property whether now or hereafter owned by the Borrower and now affixed or to be affixed or now or hereafter located upon the Property including without limitation all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, shades, storm doors and windows, awnings, oil burners and tanks and other equipment, ventilating and air conditioning apparatus and equipment, alarm systems, sprinkler and fire extinguishing systems and other fixtures attached to the Property;
- (d) All rents, profits, proceeds and products of and from the Property and all Leases (as defined below) of the Property or portions thereof, now or hereafter existing, as the same may be extended or renewed, all guarantees and security relating thereto and the right upon default to collect and receive all rents, income, and other sums payable or receivable there under as rent or otherwise, such as rent, additional rent, damages, insurance payments, Real Property taxes, insurance proceeds, condemnation awards, and payments with respect to options contained herein, and the right to bring proceedings for the enforcement of any Lease and to do anything which any Lessor is or may become entitled to do there under, but this Mortgage shall not impair any obligation of Borrower under any Lease nor shall such obligation be imposed upon Lender;
- (e) All contracts and agreements, licenses, permits and approvals, and warranties and representations, relating to the use, operation, management, construction, repair or service of the Mortgaged Property;
- (f) All funds held by Lender as Real Property tax or insurance escrow payments;
- (g) All insurance proceeds relating to all or any portion of the foregoing collateral described in (a) through (f) above, all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing collateral described in (a) through (f) above, and all awards, damages, proceeds and refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the collateral described in clauses (a) through (f) above.
- (h) The payment of such costs or expenses as the Mortgagee may incur in the collection, or in protection, preservation, repossession or foreclosure upon the Mortgaged Premises upon default of any of the Loan Documents, including but not limited to attorney fees, appraiser fees, auctioneer fees, publication and advertising cost incurred whether of not such fees and costs, when added to the then outstanding balance due under the Loan Documents, equals a sum greater than the amount set forth above.

Borrower hereby grants to Lender a first security interest in all the fixtures, equipment, general intangibles and personal Property described in clauses (a) through (g) above (collectively, the "Mortgage Property"), and agrees that Lender shall have with respect thereto (in addition to its other rights and remedies), all rights and remedies of a secured party under the UCC. This instrument is intended to take effect as a security agreement under the UCC and is to be filed in the real estate records in lieu of a financing statement as a fixture filing pursuant to the UCC.

TO HAVE AND TO HOLD the Mortgaged Property, now owned or hereafter acquired, unto Lender, its successors and assigns, subject to the provisions of this Mortgage.

This Mortgage is upon the STATUTORY CONDITIONS and upon the further condition, that all covenants and agreements on the part of the Mortgagor herein contained or herein referred to shall be fully kept and performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE. In addition to these statutory powers, the Mortgagee shall have all of the powers, rights, remedies and privileges set forth in this Mortgage or any other Loan Document.

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ARTICLE 2
Representations, Warranties and Covenants of Borrower

In addition to the Mortgage COVENANTS, the Mortgagor further represents, warrants, covenants and agrees with the Mortgagee, its successors and assigns, as follows:

Section 2.1. Title. The Mortgagor, for itself and its successors and assigns, does hereby covenant, grant and agree to and with the Mortgagee and its successors and assigns, that until the delivery hereof it is the lawful owner of the Premises seized and possessed thereof in its own right in fee simple, has full power and lawful authority to grant and convey the same in manner aforesaid, that the Premises are free and clear from any encumbrance whatsoever, except as otherwise recited in Exhibit A, that they and their successors shall warrant and defend the same to the Mortgagee and its successors and assigns against the lawful claims and demands of any person or persons whatsoever and that it will not cause or permit any lien to arise against the Premises which is superior to the lien of this Mortgage.

Section 2.2. Condition of Property. The Property is, and shall remain, in good repair, well maintained and in good working order. Borrower will make all necessary repairs, replacements, additions and Improvements that may be required to keep the Property in good repair and Borrower will occupy the Property or use its best efforts to cause the Property to be occupied at all times. Borrower shall not cause or permit to be suffered any waste, destruction or loss to the Property or any part thereof.

Section 2.3. After-Acquired Property. The interest of Borrower in all extensions, improvements, alterations and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by Borrower, without any further grant by Borrower, shall immediately become part of the Mortgaged Property and be subject to this lien with the same effect as though now owned by Borrower and specifically described in the Granting Clause, (excepting purchase money security interests).

Section 2.4. Insurance. The Borrower shall have and maintain at all times insurance as set forth in the Loan Agreement.

If the Mortgaged Premises is acquired by the Lender, all right, title and interest of the Borrower in and to any insurance policies and in and to any proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to the Lender to the extent of the sums secured by the Mortgage immediately prior to such sale or acquisition.

Section 2.5. Liens; Taxes and Other Payments. Borrower will cause to be done everything necessary to preserve the lien hereof without expense to Lender, including paying and discharging all claims and demands of mechanics, laborers, material men and others which, if unpaid, might create a lien on the Mortgaged Property, and paying when due all real and personal Property taxes, assessments, charges, franchises, income, unemployment, old age benefits, withholding, sales, and other taxes assessed against the Mortgaged Property or Borrower, and all insurance premiums related to the Mortgaged Property. Upon the request of Lender, Borrower shall deliver to Lender evidence of the payment by Borrower of all such items.

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Section 2.6. Condemnation and Casualty.

- (a) Borrower irrevocably assigns to Lender all awards, compensation or payments to which Borrower may become entitled by reason of its interest in the Mortgaged Property if title to the Property or any part thereof is taken in any eminent domain proceeding or other proceeding instituted by any person having the power of eminent domain. Borrower shall promptly give Lender notice of any proposed taking of all or any portion of the Property, Borrower shall cooperate with Lender in the negotiation of any proceeding and the amount of any awards, compensation or payments and shall take any action relating thereto requested by Lender. Borrower will permit Lender, at Lender's option, to reasonably conduct the adjustment of each such award, compensation or payment without the participation of Borrower. Borrower appoints Lender as Borrower's attorney-in-fact to obtain, adjust and settle, each such claim for award, compensation or payment and to endorse in favor of Lender all drafts and other instruments with respect thereto. This appointment, coupled with an interest, is irrevocable until this Mortgage is terminated by written instrument executed by an authorized officer of Lender.
- (b) If title to all or any portion of the Property is taken in any eminent domain or other proceeding, the Net Proceeds attributable to the Property shall be paid to Lender. In its sole discretion, Lender may elect to: (i) apply the Net Proceeds upon the indebtedness then matured or unmatured (ii) use the Net Proceeds to fulfill any of the covenants contained herein as the Mortgagee may determine; (iii) use the Net Proceeds to replace or restore the Property to a condition satisfactory to the Mortgagee; or (iv) release the Net Proceeds to the Mortgagor; (d) Under no circumstances shall Lender become obligated to take any action to restore the Mortgaged Property or any portion thereof. Lender shall not be obligated to see to the proper application of any funds held and released for reconstruction or restoration.

Section-2.7. Assignment of Leases.

- (a) As further and additional security for the performance of the terms and conditions of this Mortgage, Borrower hereby assigns, transfers and sets over to Lender all leases, subleases, licenses, tenancies and occupancies of the Property, or portions thereof, whether pursuant to a written or oral agreement, now or hereafter existing, as the same may be extended or renewed (collectively, "Leases"), and all rents, royalties, issues, profits, revenues, income and other benefits to which Borrower may now or hereafter be entitled to from the Mortgaged Property (collectively, the "Rents").
- (b) Borrower shall comply with the provisions of the Assignment of Leases relating to the execution and modification of Leases and the collection and disbursement of Rents.

Section 2.8. Compliance with Laws and Contracts:

- (a) Borrower will comply with or cause to be complied with all (i) laws, statutes, ordinances, regulations, orders, rules, decrees and similar requirements of federal, state, municipal and any other governmental authorities which are applicable to Borrower or to the Mortgaged Property.
- (b) Borrower covenants and warrants that it will comply with and conform to, and will require any and all lessees and other users and occupants of the Property.

Section 2.9 Hazardous Substances

For the purposes of this paragraph, the terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release" shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (ASARA@), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section

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6901, et seq., Title X of the New Hampshire Revised Statutes Annotated, or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. These terms shall include, without limitation, whether or not included in such definitions as may appear in any such statutes, rules or regulations, any and all petroleum products and derivatives there from, asbestos, regardless of whether or not encapsulated and whether or not friable, and any other chemicals that may now or hereafter be judged to constitute a danger to the environment or human beings (the "Environmental Laws").

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

- a. Warranties and Representations of the Mortgagor(s). The Mortgagor(s) hereby warrant(s) and represent(s) that (a) the Mortgagor(s) has/have never released, generated, or disposed of any Hazardous Materials on the Mortgaged Property, (b) the Mortgagor(s) is/are not aware of the existence, generation, release or threat of release of any Hazardous Materials on the Mortgaged Property or on any properties adjacent to the Mortgaged Property, and (c) the Mortgagor (s) has/have not received any notice, order, claim or demand from any governmental authority or any other person or source with respect to the existence, generation, release or threat of release of any Hazardous Materials relating to the Mortgaged Property or to any adjacent Property.
- b. Covenants of the Mortgagor(s). The Mortgagor(s) shall not release, generate, or dispose of any Hazardous Material on the Mortgaged Property or on any properties adjacent to the Mortgaged Property. In the event that any Hazardous Materials are found on the Mortgaged Property, the Mortgagor(s) shall immediately notify the Mortgagee or the same and, in addition to giving this notice, immediately contain and remove the materials in compliance with all applicable State and Federal Hazardous Waste laws.
- c. Duty of the Mortgagor(s) to Indemnify and Hold the Mortgagee Harmless. The Mortgagor(s) agree(s) to indemnify and hold the Mortgagee harmless from and against any and all claims, liabilities, costs and expenses incurred by the Mortgagee, including attorney fees and costs of litigation arising from the release, existence or removal of, any Hazardous Materials on the Mortgaged Property or adjacent Property. This indemnification shall survive both repayment of any debt that this Mortgage may secure and cancellation or discharge of this Mortgage. The duties of the Mortgagor(s) under this subparagraph shall be enforceable whether the Hazardous Materials are now present on the Mortgaged Property or shall be found upon or under the Property at some later time.
- d. Mortgagee's Right to Undertake an Environmental Site Assessment. The Mortgagee, at its election and in its sole discretion, and without notice, may at any time and from time to time, if it has reason to suspect that Hazardous Materials might be located on the Mortgaged Property, whether or not a default shall exist under this or any other Loan document, cause one or more environmental site assessments of the Mortgaged Property to be undertaken. Environmental site assessments may include a detailed visual inspection of the Mortgaged Property, including, without limitation, all storage areas,

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storage tanks, drains, dry wells, and leaching areas, as well as the taking of soil samples, surface water samples, and ground water samples, and such other investigation or analysis as the Mortgagee may consider necessary or appropriate for a complete assessment of the compliance of the Mortgaged Property, and the use and operation thereof, with all State and Federal Hazardous Waste laws.

- e. Mortgagee's Right to Cure any Failure to Comply with Hazardous Waste Law. The Mortgagee, at its election and in its sole discretion and without notice may (but under no circumstances shall be obligated to) cure any failure on the part of the Mortgagor(s) or any occupant of the Mortgaged Property in order to comply with any State or Federal Hazardous Waste law, including, without limitation, the following: (a) Arrange for the cleanup or containment of Hazardous Materials found in, on or near the Mortgaged Property and pay for any such cleanup and containment costs and costs associated therewith; (b) Pay on behalf of the Mortgagor(s) or any occupant of the Mortgaged Property, any fines or penalties imposed on the Mortgagor (s) or any occupant by any Federal, State or Local governmental agency or authority in connection with such Hazardous Materials; (c) Make any other payment or perform any other act which may prevent a release of Hazardous Materials, facilitate the cleanup thereof, and/or prevent a lien from attaching to the Mortgaged Property. Any partial exercise by the Mortgagee of the remedies set forth in this paragraph, or any partial undertaking on the part of the Mortgagee to cure the failure of the Mortgagor(s) or any occupant of the Mortgaged Property to comply with the Hazardous Waste laws, shall not obligate the Mortgagee to complete the actions taken or require the Mortgagee to expend further sums to cure any Mortgagor's or any such occupant's noncompliance. Neither shall exercise of any such remedies operate to place upon the Mortgagee any responsibility for the operation, control, care management or repair of the Mortgaged Property, or make the Mortgagee the "owner" or "operator" of the Mortgaged Property or a "responsible party" within the meaning of any State or Federal Hazardous Waste Law. Any amounts paid or costs incurred by the Mortgagee as a result of any of the foregoing, together with interest thereon from the date of payment at the highest rate set forth in any debt instrument as may be among the Loan documents, shall be immediately due and payable by the Mortgagor(s) to the Mortgagee, and until paid shall be added to and become a part of the obligations secured hereby, and the same may be collected as part of said obligations in any suit brought upon any of the Loan documents. The Mortgagee, by making any such payment or incurring any such costs, shall be subrogated to any rights of the Mortgagor(s) or any occupant of the Mortgaged Property to seek reimbursement from any third parties, including, without limitation a predecessor-in-interest of the Mortgagor(s) or a predecessor to the occupant's use of the Mortgaged Property, who may be a "responsible Party" under any applicable Hazardous Waste law.
- f. Survival of this Paragraph. The Mortgagor(s) expressly understand(s) and agree(s) that this paragraph entitled "Hazardous Substances" shall survive the payment of any debt secured by this Mortgage, and the satisfaction and re-conveyance or assignment of the lien of this Mortgage, and shall not be affected by the Mortgagee's acquisition of any interest in the Mortgaged Property, whether by foreclosure or otherwise. The failure of the Mortgagor(s) to perform any obligation or duty under this paragraph entitled "Hazardous Substances", or the Mortgagee's discovery that any warranty, covenant or representation contained herein is, was or has become untrue, shall by itself be an event of default and shall by itself result in any remedy, including foreclosure, that the Mortgagee may choose to exercise.

Section 2.10. Sale or Other Transfer. Borrower will not directly or indirectly, voluntarily or involuntarily, convey, transfer, assign or otherwise dispose of any interest in the Mortgaged Property. If all or any part of the Mortgaged Property or any interest therein is sold or transferred

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by the Borrower without the Mortgagee's prior written consent the Mortgagee may at its option declare all sums secured by this Mortgage to be immediately due and payable.

Section 2.11. Performance of Note, Mortgage and Other Documents. Borrower will perform, observe and comply with all provisions of the Note, this Mortgage, the Loan Documents, and every other document or instrument securing, evidencing or executed in connection with the Loan (collectively, the "Loan Documents"), and will promptly pay principal, interest and all other sums which become due in connection with the Loan Documents in accordance with their terms.

Section 2.12. Further Assurances. Borrower will, at its expense, cause to be done, executed, acknowledged and delivered such further acts, instruments and assurances as may be required by Lender for the better granting of the Mortgaged Property hereby granted or intended to be granted, or which Borrower may become bound to grant to Lender, or for carrying out the intentions of this Mortgage.

ARTICLE 3

Events of Default and Remedies

Section 3.1. Events of Default. If any one or more Events of Default shall occur under the Note or the Loan Documents, then at any time following the occurrence of such Event(s) of Default:

- a. At the option of Lender and without the requirement of notice to Borrower unless specifically required elsewhere, the entire unpaid principal amount of the Note, accrued but unpaid interest thereon and all other amounts owing pursuant to the Loan Documents shall become due and payable immediately.
- b. Lender personally, or by its agents or attorneys, may enter the Property, take possession thereof and exclude Borrower, its agents and servants there from; and may use, lease, operate, manage, and control the Mortgaged Property and conduct the business of Borrower, may maintain and restore the Mortgaged Property, may insure and reinsure the same and may make all necessary or proper repairs, replacements and any useful additions and Improvements thereto, all as Lender may deem advisable. Whether or not Lender shall have entered or taken possession of the Property, Lender shall be entitled to collect and receive all rents, profits and other income of the Mortgaged Property. Borrower shall pay to Lender the expenses of conducting the business of the Property and of all maintenance, replacements, additions and Improvements and taxes, assessments, insurance and prior or other charges upon the Mortgaged Property, as well as reasonable compensation for the services of attorneys (including compensation and expenses in connection with any appeal), servants and agents engaged and employed by Lender, and all such amounts shall be secured by this Mortgage.
- c. Lender may, with or without entry or taking possession, personally or by its agents or attorneys, sell all or any of the Mortgaged Property, as an entirety or in parcels, and all interest therein, including any right of redemption, at one or more private or public sales and at such times and places and upon such terms as Lender may specify in the notice of sale to be given to Borrower or as may be required by law. Lender may conduct any number of such sales from time to time. The power of sale shall not be exhausted by any one or more such sales, but shall continue unimpaired until all of the Mortgaged Property shall have been sold or the Note and all indebtedness of Borrower secured hereby paid. Lender shall also have the STATUTORY POWER OF SALE.
- d. Lender may take all steps it deems necessary to protect and enforce its rights and remedies provided hereby or by applicable law, whether by action or proceeding in equity or at law (for complete or partial foreclosure of this Mortgage or for the specific performance of any provision of the Note or this Mortgage or in aid of the performance of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy).

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- e. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code as now in effect in the State of New Hampshire and such further remedies as may from time to time hereafter be provided in New Hampshire for a secured party.

Section 3.2. Application of Proceeds. The proceeds of any sale made by virtue of this Article, and any other sums that may be held by Lender as part of the Mortgaged Property, shall be applied pursuant to the terms of the Note.

Section 3.3. Purchase by Lender. Upon any sale made under this Article (whether under any power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), Lender may bid for and acquire the Mortgaged Property or any part thereof and pay the purchase price by crediting the indebtedness of Borrower hereby secured with the Net Proceeds of sale after deduction of all costs, expenses and other charges to be paid from the sale proceeds as provided for in this Mortgage (the "Sale Net Proceeds"). The person making the sale shall accept the settlement without requiring production of the Note, and the indebtedness secured by this Mortgage shall be deemed credited with the Sale Net Proceeds. Lender, upon acquiring the Mortgaged Property or any part thereof, shall be entitled to hold, deal with and sell the same in any manner permitted by law.

Section 3.4. Remedies Cumulative. No remedy herein shall be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy given hereunder or existing at law or in equity, every power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed necessary by Lender. Lender's delay or failure to exercise any of its rights or powers contained herein or in the Note, upon any Event of Default, shall not impair such rights or powers or be construed as a waiver of such Event of Default or an acquiescence therein.

Section 3.5. Waiver of Rights. Borrower waives all right to have the Mortgaged Property marshaled upon any sale hereunder or foreclosure hereof. Borrower waives notice of non-payment, demand, presentment, protest and all forms of demand and notice with respect to its obligations under the Note and this Mortgage and with respect to the Mortgaged Property.

Section 3.6. Performance by Lender. If Borrower shall not cause to be performed any obligation contained in the Loan Documents as and when such performance is required, taking into account any applicable grace or opportunity to cure period (except in the case of an emergency where action is required to protect or preserve the Mortgaged Property, when no grace or opportunity to cure period will apply), Lender may perform and make advances to perform said obligations. All sums so advanced shall be added to the principal due on the Note and shall be secured by the lien hereof. Borrower will repay on demand all sums so advanced with interest at the rate charged under the Note from the dates of the advances.

Section 3.7. Tax Escrow. In the event of default and/or the failure of the Mortgagor to make the payments required by Section 2.5 herein, the Mortgagor shall, upon written request therefore by the Mortgagee, which request may be withdrawn and remade from time to time at the discretion of Mortgagee, pay to the Mortgagee on a monthly basis as hereafter set forth a sum equal to the municipal and other governmental real estate taxes, personal Property taxes, other assessments next due on the real and personal Property described in the Mortgage and all premiums next due for fire and other casualty insurance required of the Mortgagor hereunder, less all sums already paid therefore, divided by the number of months to lapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due.

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Such sums as estimated by the Mortgagee shall be paid with monthly payments due pursuant to the terms of indebtedness secured by the Mortgage and such sums shall be held by the Mortgagee to pay said taxes, assessments and premiums before the same become delinquent. The Mortgagor agrees that should there be insufficient funds so deposited with the Mortgagee for said taxes, assessments and premiums when due, the Mortgagor will upon demand by the Mortgagee promptly pay to the Mortgagee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by the Mortgage or credited toward future such taxes, assessments and premiums. If the Mortgagee shall have commenced foreclosure proceedings, the Mortgagee may apply such funds toward the payment of the Mortgage indebtedness without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. The Mortgagor hereby assigns to the Mortgagee all the foregoing sums so held hereunder for such purposes.

ARTICLE 4
General Provisions

Section 4.1 Satisfaction. If the Note shall have become due and payable (by lapse of time or acceleration), and Borrower shall have paid the full amount thereof and all other sums secured hereby, then, at the expense of Borrower, Lender shall execute and deliver to Borrower such instruments as shall be required to discharge this lien.

Section 4.2. Illegal Provision; Conflicts. If any provision contained herein or in the Note or any other Loan Document shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Mortgage shall be construed as if such provision had not been contained herein. If the terms of this Mortgage shall conflict with the provisions of any other Loan Document, the conflict shall be resolved by adhering to those provisions most favorable to the Lender.

Section 4.3. Modification; Waiver. This Mortgage may not be modified except by a written instrument executed by Borrower and Lender. No requirement contained in this Mortgage may be waived unless such waiver is contained in writing signed by Lender, nor shall any waiver be deemed a waiver of any subsequent default of Borrower.

Section 4.4. Counterparts. This Mortgage may be executed in any number of counterparts and each shall be deemed to be an original. All such counterparts shall constitute but one and the same instrument.

Section 4.5. Successors and Assigns. All provisions of this Mortgage shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. This provision shall not in any way be deemed a waiver by Lender of any Event of Default provided for in this Mortgage. Lender may assign all or any portion of this Loan or participate all or any portion of the Loan.


Section 4.6. Headings. The headings have been inserted for convenient reference and shall not define, limit or expand the express provisions of this Mortgage.

Section 4.7. Governing Law. This Mortgage shall be governed by the laws of State of New Hampshire.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed under seal and delivered as of the date first above written.


VATCHE N. MANOUKIAN, MANAGING
MEMBER OF THE SOUTHFIELD VILLAGE
DEVELOPMENT, LLC

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 20th day of September 2007, before me, the undersigned officer personally appeared, VATCHE N. MANOUKIAN, MANAGING MEMBER OF THE SOUTHFIELD VILLAGE DEVELOPMENT, LLC, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.



Notary Public/Justice of the Peace
My Commission Expires:



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EXHIBIT "A" LEGAL DESCRIPTION

Phase 9 Southfield Village, Southfield Lane, Peterborough, NH

A certain tract of land, with the buildings and improvements thereon, located on Southfield Lane, Peterborough, Hillsborough County, New Hampshire, shown as Phase 9 on a plan entitled "Condominium Site & Phasing Plan (Lot 51-1, Map R11), Southfield Village, Southfield Lane and U.S. Route 202, Peterborough, New Hampshire" dated 21 May 1993, and recorded in the Hillsborough County Registry of Deeds as Plan No. 26352 ("Plan"), more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of the parcel, at the northeast corner of Phase 8;

thence North 58° 00' 00" East, along land now or formerly of Peterborough Land Associates, a distance of one hundred forty-three and forty-four hundredths (143.44) feet to a point at the northwesterly corner of Phase 10 as shown on said Plan;

thence South 51° 28' 37" East, along Phase 10, a distance of three hundred eighty-nine and sixty-two hundredths (389.62) feet to a point at Phase 1;

thence South 50° 35' 41" West, along Phase 1, a distance of two hundred thirty-seven and ninety-three hundredths (237.93) feet to a point at the southeasterly corner of Phase 8;

thence North 37° 22' 06" West, along Phase 8, a distance of three hundred ninety-nine and seventy-five hundredths (399.75) feet to the point of beginning.

Said parcel contains 1.696 acres, more or less.

In addition, Finlay Properties, Inc. is the owner of certain development rights in Southfield Village Condominium, situated in the Town of Peterborough, County of Hillsborough and State of New Hampshire as defined, described and identified in the Declaration of Southfield Village Condominium, dated May 3, 1993, and recorded in the Hillsborough County Registry of Deeds at Book 5430, Page 143, together with Amendment to By-Laws of Condominium of Southfield Village Condominium, dated February 2, 1994, and recorded in said Registry at Book 5525, Page 842, Second Amendment to Declaration of Condominium of Southfield Village Condominium, dated May 9, 1996, and recorded in said Registry at Book 5716, Page 1243, Third Amendment to Declaration of Condominium of Southfield Village Condominium, dated April 7, 1998, and recorded in said Registry at Book 5935, Page 1839, Fourth Amendment to Declaration of Condominium of Southfield Village Condominium, dated June 10, 1999, and recorded at Book 6123, Page 822 of said Registry, Amendment of Declaration of Southfield Village Condominium (Convertible Land), dated April 24, 2003, and recorded at Book 6917, Page 828 of said Registry, and on a "Condominium Site and Phasing Plan, Southfield Village" dated May 21, 1993, recorded June 7, 1993, in said Registry as No. 26352 and on certain Floor Plans prepared by Burnell Johnson, dated November 1, 1990, revised May 15, 1991, and May 11, 1993, and recorded in said Registry as No. 26352 (collectively the "Condominium Instruments");

For good and valuable consideration, Finlay Properties, Inc. assigns, sets over, and transfers to Southfield Village Development, LLC all right, title, and interest of Finlay Properties, Inc. as successor Declarant under the Condominium Instruments and New Hampshire RSA 356-B, including, without limitation, all rights to create and sell additional units and limited common areas and to develop additional condominium units, Finlay Properties, Inc. represents and warrants to

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Southfield Village Development, LLC that, to the best of its knowledge, it is not in violation of any provision of the Condominium Instruments or New Hampshire RSA 356-B. As of the date hereof, Southfield Village Development, LLC hereby takes and assumes from Finlay Properties, Inc. all such Declarant's Rights.

THIS IS NOT HOMESTEAD PROPERTY

MEANING AND INTENDING to describe a portion of the same premises conveyed to SOUTHFIELD VILLAGE DEVELOPMENT, LLC by Warranty Deed of FINLAY PROPERTIES, INC. dated December 16, 2005, recorded in the Hillsborough County Registry of Deeds at Book 7603, Page 1206 on December 19, 2005.

OFFICE OF THE CLERK
HILLSBOROUGH COUNTY
REGISTRY OF DEEDS
1000 WASHINGTON STREET
NASHUA, NH 03041
TEL: 603-888-2200
WWW.NHREGISTRY.COM

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36.58

COPY

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made this ^{20th} day of September 2007 (hereafter referred to as the "Agreement"), by and between SOUTHFIELD VILLAGE DEVELOPMENT, LLC with a mailing address of [REDACTED] (hereafter referred to as "Assignor") and DODGE FINANCIAL, INC., TRUSTEE OF THE KWS 2007 REALTY TRUST, having an address at PO Box 7017 Gilford, NH 03247, (hereinafter referred to as "Secured Party" and/or "Assignee");

WITNESSETH

WHEREAS, Secured Party has extended financing to the Assignor in the sum of Two Hundred Forty Thousand Dollars as evidenced by a Promissory Note (the "Note") dated September 20, 2007, in the original principal amount Two Hundred Forty Thousand Dollars bearing interest at the rate set forth therein payable to Lender or order;

WHEREAS, pursuant to a Loan Agreement, Assignor has executed and delivered a real estate Mortgage (hereinafter the "Mortgage") upon certain premises located at Southfield Village Condominium, Phase 9, Southfield Lane, Peterborough, County of Hillsborough, NH 03458, and one more particularly described in "Exhibit A", attached hereto (hereinafter the "Premises") (collectively, the Note, the Mortgage and Loan Agreement and other documents delivered therewith or related thereto are referred to herein as the "Loan Documents");

WHEREAS, the Premises may in the future be subject to leases, subleases, concessions, licenses or other use agreements with third parties (hereinafter the "Lease" or "Leases"); and

WHEREAS, as partial security for the Assignor's payment and performance under the Loan Agreement and the Note, the Assignor has agreed to assign all the Assignor's rights, title and interest in the Leases;

NOW THEREFORE, in order to induce Assignee to make the loans and secure the Notes, the parties stipulate and agree as follows, to wit:

1. ASSIGNMENT

In consideration of the acceptance by the Assignee of Assignor's Note in the principal amount of Two Hundred Forty Thousand Dollars the Assignor hereby does ASSIGN, TRANSFER AND SET OVER unto the Assignee, the entirety of the Assignor's rights, title and interest in and to any and all Leases, whether heretofore executed or hereafter executed related to the Premises, for the purposes of securing the payment of the Note, the same payable or to be payable to Secured Party, including principal and interest and any and all other sums as may become due either there under or under the Mortgage and Documents.

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In addition, the Assignor assigns to the Assignee all rents (and payments in lieu of rents), additional rents, income, profit, payments and real property tax payment, at any time payable under any and all existing Leases and future Leases.

2. WARRANTIES AND REPRESENTATIONS.

Assignor hereby warrants and represents to Secured Party that, as of the date hereof and until the Notes has been paid in full:

- A. Assignor will be the sole, legal and beneficial owner of the Leases and such Leases have not been, and will not be, mortgaged, pledged, assigned, or in any manner encumbered or hypothecated except as set forth in this Agreement;
- B. Each Lease, if any, is and will be valid and enforceable in accordance with its terms;
- C. No Lease has now or will be entered into for less than the *full* fair rental value thereof, in cash, as from time to time dictated by Assignor's rental schedules, nor will the Assignor allow prepayment of said rental, except with the written agreement of the Secured Party.

3. INTERPRETATION.

This Assignment shall constitute a present and absolute assignment to Assignee as of the date hereof. However, except as otherwise provided in the Loan Documents, so long as there is no Default (as defined in Paragraph 4 below) by Assignor in the performance of any term, undertaking, condition, representation, warranty, obligation, covenant or agreement contained in this Assignment, the Loan Documents or the Leases, as the same are to be performed by Assignor, Assignor shall have the right to collect at the time of, but not prior to, the date provided for payment, all rents, income and profits arising under the Leases and to retain and use the same in accordance with the terms and provisions of the Loan Documents.

4. DEFAULTS AND REMEDIES.

- A. Definition. "Default" shall mean (i) the existence of any Event of Default, as defined in the Loan Documents, or (ii) a breach of any covenant, agreement, term, condition, obligation, representation, warranty or undertaking of Assignor contained in this Assignment and the continuance of such breach without cure for thirty (30) days after notice unless specified otherwise in the Loan Documents.
- B. Remedies. In addition to any and all remedies contained in the Loan Documents, in the event of a Default, Assignee shall have the rights and remedies set forth below and may exercise such rights and remedies prior to, simultaneously with or subsequent to the exercise of any rights and remedies under any of the other Loan Documents either in person or by its agent; with or without bringing any action or proceeding or having a receiver appointed by a court; without regard to the adequacy of the security for the obligations referred to in this Assignment and the Loan Documents; [without notice to or demand on Assignor]; and without releasing Assignor from any obligations under this Assignment and the Loan Documents; and at Assignor's sole cost and expense to:
 - (i) receive all rents, income, payments and other amounts arising or accruing under the Leases or from the Property; and
 - (ii) collect, sue for, settle, compromise or releases for all of the rents and other payments that may become due under the Leases and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment; and
 - (iii) take possession of the Property, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and, either with or without taking possession of the Property, in its own name, make from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee.
- C. Notice. Tenants are hereby irrevocably authorized and notified to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be, or hereafter become, due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing.

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D. Proceeds. Assignee shall have the right to apply all amounts received by it pursuant to this Paragraph 4 or any other provision of this Assignment to the payment of any of the following in such amounts and in such order as Assignee shall deem appropriate:

- (i) the obligations under this Assignment and the Loan Documents, together with all costs and attorneys' fees;
- (ii) all expenses of leasing, operating, maintaining and managing the Property, including without limit, the salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Assignee deems necessary or desirable; all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance as Assignee deems necessary or desirable; the cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Property.

5. EXCULPATION AND INDEMNIFICATION.

This Assignment shall not cause Assignee to be (i) a mortgagee in possession; (ii) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligation, representations, warranties, covenants and conditions of the Leases; or (iii) responsible or liable for any waste committed on the Property by the tenants or any other parties, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person. Assignor hereby indemnifies and holds Assignee harmless from and against any and all such liability, loss, damage, cost or expense (including attorneys' fees) which Assignee might incur or suffer under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, undertakings, obligations, representations, warranties, conditions, covenants or agreements contained in any of the Leases. Should Assignee incur or suffer any liability, loss, damage, cost or expense (including attorneys' fees) under the Leases or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such liability, loss, damage, cost, expense and attorneys' fees shall be considered an obligation to the Assignee and Assignor shall pay the same to Assignee upon demand by Assignee. Upon the failure of Assignor to so pay Assignee, all sums owing under this Assignment and the Loan Documents shall be immediately due and payable, at the option of Assignee.

6. SUBSEQUENT ASSURANCES.

Assignor hereby agrees with the Secured Party that any and all subsequently executed Leases will, ipso facto, become subject to the provisions hereof without the necessity of any further action on the part of the Assignor or Secured Party, but the Assignor will promptly upon request by Secured Party, execute and deliver to Secured Party such further assignments thereof as Secured Party may request.

7. ADDITIONAL SECURITY.

Secured Party may take or release additional security, and may release any party primarily or secondarily liable for the repayment of the Note, may grant extensions, renewals or indulgences with respect to the Note and may apply any other security therefore held by it to the satisfaction of the Note, without prejudice to any of its rights hereunder.

8. FORECLOSURE.

Upon issuance of one or more deeds pursuant to any judicial or non judicial foreclosure of the Mortgage or one or more deeds in lieu of foreclosure, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, vest in and become the absolute property of the grantee or grantees of such deed or deeds without any further act or assignment of Assignor. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its attorney-in-

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fact, to: (i) execute all instruments of assignment or further assurances in favor of such grantees of such deed or deeds, as may be necessary or desirable for such purposes; and (ii) after a Default under this Assignment, take any other action specified in paragraphs 4 A. through D., inclusive, hereof; provided, however, that Assignee as such attorney-in-fact shall only be accountable for such funds as are actually received by Assignee. Nothing contained in this Assignment shall prevent Assignee at Assignee's sole discretion from terminating any subordinate Lease through such foreclosure. Nothing contained in this Assignment shall in any way invalidate or impair any written non disturbance agreement that Assignee has executed with the tenant under any such subordinate Lease.

9. UNIFORM COMMERCIAL CODE

In addition to its being, but without limiting or impairing its validity as, an assignment of contract rights or lien on the estate in land, this Agreement shall also constitute a security agreement under Article Nine of the Uniform commercial code as enacted in New Hampshire creating in favor of Assignee, until the Note is fully paid and the Loan Documents are fully performed, a first and prior security interest to the Leases and all Assignor's rights thereunder. Accordingly, Assignor hereby acknowledges unto Assignee that Assignee shall have the right, in addition to any and all other rights, remedies and recourse as afforded to in hereunder, under the Note all rights and remedies afforded to secured parties by the Uniform commercial code. Assignor hereby agrees with Assignee to execute and deliver to Assignee, in form satisfactory to Assignee, such financing statements or other assurances as Assignee may reasonably require to create, perfect and preserve the security herein created and to cause such statements and assurances to be filed and/or recorded at such time and place as to accomplish the same as Assignee may reasonably request.

10. HEIRS, SUCCESSORS AND ASSIGNS.

Subject to the limitations elsewhere contained in this Assignment and the Loan Documents, the terms of this Assignment shall be binding upon and inure to the benefit of the heirs, successors and assigns of Assignor and Assignee, including without limit, any subsequent owner of the Property. There are no third party beneficiaries of this Assignment.

10. LAW.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

11. WAIVER.

No exercise of any right or remedy hereunder shall preclude the exercise of any other right or remedy or the later exercise of the same right or remedy. Waivers and approvals under this Assignment shall be in writing and unless otherwise expressly stated, waivers and approvals shall apply only to the specific circumstances addressed.

12. ENTIRE AGREEMENT INCORPORATION.

This Assignment shall not be amended or modified in any way except by written instrument which is executed by all parties hereto.

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WITNESS our hands the date first above written.

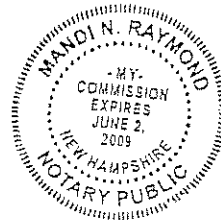
ASSIGNOR(S):


VATCHE N. MANOUKIAN SOUTHFIELD
VILLAGE DEVELOPMENT, LLC


VATCHE N. MANOUKIAN

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On this 20 day of September 2007, before me, the undersigned officer personally appeared Vatche N. Manoukian, MANAGING MEMBER, SOUTHFIELD VILLAGE DEVELOPMENT, LLC and VATCHE N. MANOUKIAN, known to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the foregoing instrument for the purposes therein contained.



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EXHIBIT "A" / LEGAL DESCRIPTION

Phase 9 Southfield Village, Southfield Lane, Peterborough, NH

A certain tract of land, with the buildings and improvements thereon, located on Southfield Lane, Peterborough, Hillsborough County, New Hampshire, shown as Phase 9 on a plan entitled "Condominium Site & Phasing Plan (Lot 51-1, Map R11), Southfield Village, Southfield Lane and U.S. Route 202, Peterborough, New Hampshire" dated 21 May 1993, and recorded in the Hillsborough County Registry of Deeds as Plan No. 26352 ("Plan"), more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of the parcel, at the northeast corner of Phase 8;

thence North 58° 00' 00" East, along land now or formerly of Peterborough Land Associates, a distance of one hundred forty-three and forty-four hundredths (143.44) feet to a point at the northwesterly corner of Phase 10 as shown on said Plan;

thence South 51° 28' 37" East, along Phase 10, a distance of three hundred eighty-nine and sixty-two hundredths (389.62) feet to a point at Phase 1;

thence South 50° 35' 41" West, along Phase 1, a distance of two hundred thirty-seven and ninety-three hundredths (237.93) feet to a point at the southeasterly corner of Phase 8;

thence North 37° 22' 06" West, along Phase 8, a distance of three hundred ninety-nine and seventy-five hundredths (399.75) feet to the point of beginning.

Said parcel contains 1.696 acres, more or less.

In addition, Finlay Properties, Inc. is the owner of certain development rights in Southfield Village Condominium, situated in the Town of Peterborough, County of Hillsborough and State of New Hampshire as defined, described and identified in the Declaration of Southfield Village Condominium, dated May 3, 1993, and recorded in the Hillsborough County Registry of Deeds at Book 5430, Page 143, together with Amendment to By-Laws of Condominium of Southfield Village Condominium, dated February 2, 1994, and recorded in said Registry at Book 5525, Page 842, Second Amendment to Declaration of Condominium of Southfield Village Condominium, dated May 9, 1996, and recorded in said Registry at Book 5716, Page 1243, Third Amendment to Declaration of Condominium of Southfield Village Condominium, dated April 7, 1998, and recorded in said Registry at Book 5935, Page 1839, Fourth Amendment to Declaration of Condominium of Southfield Village Condominium, dated June 10, 1999, and recorded at Book 6123, Page 822 of said Registry, Amendment of Declaration of Southfield Village Condominium (Convertible Land), dated April 24, 2003, and recorded at Book 6917, Page 828 of said Registry, and on a "Condominium Site and Phasing Plan, Southfield Village" dated May 21, 1993, recorded June 7, 1993, in said Registry as No. 26352 and on certain Floor Plans prepared by Burnell Johnson, dated November 1, 1990, revised May 15, 1991, and May 11, 1993, and recorded in said Registry as No. 26352 (collectively the "Condominium Instruments");

For good and valuable consideration, Finlay Properties, Inc. assigns, sets over, and transfers to Southfield Village Development, LLC all right, title, and interest of Finlay Properties, Inc. as successor Declarant under the Condominium Instruments and New Hampshire RSA 356-B, including, without limitation, all rights to create and sell additional units and limited common areas and to develop additional condominium units, Finlay Properties, Inc. represents and warrants to

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Southfield Village Development, LLC that, to the best of its knowledge, it is not in violation of any provision of the Condominium Instruments or New Hampshire RSA 356-B. As of the date hereof, Southfield Village Development, LLC hereby takes and assumes from Finlay Properties, Inc. all such Declarant's Rights.

THIS IS NOT HOMESTEAD PROPERTY

MEANING AND INTENDING to describe a portion of the same premises conveyed to SOUTHFIELD VILLAGE DEVELOPMENT, LLC by Warranty Deed of FINLAY PROPERTIES, INC. dated December 16, 2005, recorded in the Hillsborough County Registry of Deeds at Book 7603, Page 1206 on December 19, 2005.

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STATEMENT OF FINANCE CHARGES
NEW HAMPSHIRE RSA 399-B

In connection with the loan transaction consummated on this date by and between Dodge Financial, Inc., Trustee of the KWS 2007 Realty Trust, having an address at PO Box 7017 Gilford, NH 03247 (herein in after referred to as the "Lender") and Southfield Village Development, LLC AND Vatche N. Manoukian, jointly and severally, both with a mailing address of [REDACTED] (herein after referred to as the "Borrower"), the Borrower is hereby informed pursuant to New Hampshire RSA 399-B that it shall pay the following charges:

1. The Borrower has borrowed the sum of Two Hundred Forty Thousand Dollars together with interest at a rate as set forth below.

The term of this Note is One (1) Year years from the date of the Note. Until maturity the Maker shall pay interest only in Twelve (12) consecutive monthly payments of \$2,600.00 each and shall be due and payable on the first day of each month. The first monthly payment is due October 1, 2007 and the final payment is due September 1, 2008. A final payment \$2,600.00 plus all outstanding principal, accrued interest and fees is due September 1, 2008. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

The amount of the monthly payments will be sufficient to repay interest only and at the conclusion of the One (1) Year period the principal, plus all accrued interest, fees and expenses of the loan shall be payable in full. On September 1, 2008, the outstanding principal balance, accrued interest and fees shall be due and payable in full. All payments made under the Note shall be applied first to charges and/or fees, if any, then to accrued interest at the rate stated above, then to principal.

In addition, Lender may impose upon the Borrower a delinquency charge at the rate of Five percent (5%) on each installment of interest not paid on or before fifteen (15) calendar days after such installment is due.

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- 2.1 Certificates of insurance or insurance binders evidencing public liability, workmen compensation, fire and extended coverage on any buildings and improvement, if any, and such other insurance as Lender may require, in amounts and written by companies acceptable to it, such insurance to contain a standard mortgagee clause endorsed thereon in favor of Lender and providing that the said policies may not be canceled or materially changed without ten (10) days prior written notice to Lender; certified copies of such insurance policies shall be deposited with Lender with evidence that premiums have been paid;
- 2.2 A commitment from a title insurance company approved by Lender to issue a mortgagee's title insurance policy on the Mortgaged Property of the Borrower in the total amount of the of Two Hundred Forty Thousand Dollars with a final policy on an ALTA Mortgagee's Policy to be delivered within thirty (30) days of closing.
- 2.3 The Borrower has executed and delivered over the Loan Documents deemed appropriate and necessary by the Lender.
- 2.4 Receipted real estate tax bills for the Mortgaged Properties which secure the Loan for the most recent tax year;
- 2.5 Evidence that both Mortgaged Property is not located in an area identified by the Federal Emergency Management Agency as an area requiring special flood insurance or if located in such an area, evidence that appropriate flood insurance has been obtained by Borrower from a company and in a form and content satisfactory to Lender;
- 2.6 The truth and accuracy, as of the closing date, of all representations and warranties made herein by Borrower and the receipt by Lender of such documents as Lender has requested;
3. INSURANCE. The Borrower shall have and maintain at all times insurance listed below. All insurance shall be with a financially sound insurance company authorized to do business in the State of New Hampshire.
 - 3.1 Hazard Insurance. The Borrower shall keep or shall cause to be kept improvements, if any, now existing or hereafter erected on the Mortgaged Premises insured against loss by fire, hazards included within the term "extended coverage", vandalism, malicious mischief, builder's risk and such other hazards as the Lender may require for its protection and a requirement of ten (10) days written notice to Lender prior to any cancellation. Such insurance shall be in such amounts and coverage equal to the lesser of: (a) the insurable value of the property; or (b) the maximum limit of coverage available. The insurance carriers providing the insurance shall be chosen by the Borrower subject to the Lender's approval, which approval shall not be unreasonably withheld. The insurance shall designate the Lender as payee under a Lender's Loss Payable Endorsement and not merely "loss payee" on personal property and as mortgagee on real estate.
 - 3.2 General liability insurance with coverage in an amount acceptable to the Lender. Each policy of insurance shall name as the insured there under the Borrower and the Lender.
 - 3.3 Application of Hazard Insurance Proceeds. Insurance proceeds shall be applied to restoration or repair of the Mortgaged Premises that are damaged, provided such restoration or repair is economically feasible and the security of this mortgage is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by the mortgage, with the excess, if any, paid to the Borrower.

In the event of the distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Mortgaged Premises, any such proceeds payable to the Borrower is hereby assigned and shall be paid to the Lender for application to the sums secured by this mortgage with the excess, if any, paid to the Borrower.

If the Mortgaged Premises is acquired by the Lender, all right, title and interest of the Borrower in and to any insurance policies and in and to any proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to the Lender to the extent of the sums secured by the mortgage immediately prior to such sale or acquisition.

4. REPRESENTATIONS. In order to induce the Lender to make the Loan hereunder, Borrower represent and warrant in every item set forth below. Each representation is a joint and several warranty from the Borrower.
- 4.1 That Borrower is not a party to any action, suit or proceeding pending, or, to the knowledge of the Borrower, there is no suit threatened at law or in equity before any Court or administrative officer or agency which brings into question the validity of the transaction herein contemplated or might result in any adverse change in the business or financial condition of the Borrower.
- 4.2 That the Borrower is making this agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in a breach or constitute a default under any agreement to which Borrower is a part or result in a creation of any lien, charge or encumbrance upon any of its property or its assets, other than those created by the Loan Documents.
- 4.3 Borrower has filed all tax returns which are required to be filed and have paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments received by them. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state or foreign, for taxes materially in excess of those already provided for and the Borrower know of no basis for any such deficiency assessment.
- 4.4 Borrower is not a Treatment Storage or Disposal Facility and does not generate, transport or store any type of Hazardous Waste as defined under federal or state law or regulation, contrary to any of the said federal or state law or regulation. Borrower shall comply with all applicable federal, state and local laws, ordinances, rules, regulations and permits relating to the protection of the environment, waters and air of the State of New Hampshire and United States of America; and Borrower has no knowledge of any pending or threatened enforcement action, violation or investigation relating thereto. If at any time Borrower becomes aware of any violation, they shall immediately notify Lender.
- 4.5 The Loan Documents constitute the legally binding obligation of the Borrower.
- 4.6 The Borrower has examined and is familiar with all of the covenants, conditions, restrictions, reservations, building laws, regulations and zoning ordinances affecting the property to the best of the Borrower's knowledge and belief, the improvements and business, in all respects, conform to and comply with the requirements of said covenants, conditions, restrictions, reservations, building laws, regulations and zoning ordinances.
- 4.7 The financial statements heretofore delivered to the Lender and/or Mortgage Broker by the Borrower is complete and correct, and fairly presents the financial condition and results of the Borrower. There are no material liabilities, direct or indirect, fixed or contingent of the Borrower which is not reflected therein or in the notes thereto which would be required to be disclosed therein and there has been no material adverse change in the financial condition or operations of the Borrower since the date of such financial statements.
5. AFFIRMATIVE COVENANTS. Until payment in full of the Note and all of the other payments due Lender hereunder and the performance of all of the terms, conditions and provisions of this Agreement and the mortgages, Borrower shall cause the following to be done:
- 5.1 Borrower will punctually pay or cause to be paid the principal and interest to become due in respect to the Note in accordance with terms thereof.

5.2 Borrower will promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on their income or profits or on any property, real, personal or mixed, belonging to them or upon any part thereof, and also all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon any such property except that Borrower shall not be required to pay any such taxes, assessments, charges, levies or claims so long as the validity thereof shall be actively contested in good faith by proper proceedings, provided that any such tax, assessment, charge, levy or claim shall be placed in escrow during such proceedings and shall be paid forthwith upon a final adjudication and order to pay from Court of competent jurisdiction.

5.3 The Borrower will at all times cause all of the property to be maintained and kept in such condition and repair that Lender's security will be adequately protected.

5.4 Borrower shall deliver or cause to be delivered to the Lender annually Federal Income Tax Returns with all attach schedules to be received by the Lender within 120 days of the fiscal year end.

The Lender reserves the right to request and receive other financial information at its discretion which information shall be delivered within 45 days of the request.

5.5 Additional Assurances. From time-to-time, the Borrower will execute and deliver any and all further, or other, instruments, and perform such acts, as Lender or its counsel may reasonably deem necessary or desirable to confirm and secure to Lender all rights and remedies conferred upon Lender by the terms of this Agreement and by the Note.

5.6 If Borrower shall at any time default in making any payment of principal of or interest on the Note, Borrower agrees that they will, to the full extent permitted by law, pay to the holder of the Note, in addition to any other amounts that may be due from Borrower to such holder, an amount equal to the costs and expenses of collection or enforcement incurred by such holder in such collection. In addition, the Lender may impose upon the Borrower a delinquency charge as set forth in the Note.

6. LOAN COSTS. Borrower will pay all fees and expenses of the loan (or reimburse the Lender for the same) closing costs, legal fees, reasonable inspection fees, title insurance premium and all other expenses incidental to the Loan including but not limited to any loan origination fee.

7. EVENTS OF DEFAULT. Whenever and as often as any of the following events occur, any one of which will constitute a default by Borrower after the expiration of the applicable grace period in the Promissory Note and certain other documents and instruments including but not limited to this Loan Agreement, (collectively, all of such documents, instruments and agreements being herein referred to as the Loan Documents) (irrespective of whether Borrower participated in the event of default), Lender may exercise all its rights and remedies upon default as set forth herein:

7.1 If Borrower fail to comply with any of the terms, covenants or provisions contained in the Note, or any of the Loan Documents.

7.2 If the Improvements on the Borrower's Property is, in the judgment of Lender, materially injured or destroyed by fire or other cause and restoration thereof is not commenced within sixty (60) days of such injury or casualty;

7.3 If a receiver or trustee of the property of Borrower, whether in Bankruptcy or otherwise, shall be appointed and shall not have been dismissed or discharged within sixty (60) days; if Borrower commence any proceeding under any reorganization, arrangement, readjustment of debt, dissolution, Bankruptcy or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, if there is commenced against Borrower any such proceeding or if Borrower makes an assignment for the benefit of creditors; in the event of the business failure of Borrower or if Borrower should be dissolved or cease to do business, subject, in each case, to the applicable grace period in the Loan Documents;

7.4 If Borrower suffers the creation or existence of any lien, attachment or other encumbrance on the Property, or suffer the sale, transfer or disposition of the Property or any interest therein (whether legal or equitable), without the written consent of Lender; provided, however, that in the event of an attachment or lien junior in all respects to the mortgage and security interests granted in the Mortgage, Borrower shall not be deemed in breach of this provision if within one hundred and twenty (120) days of the filing of such attachment or lien such attachment or lien is discharged;

7.5 If Borrower fails to pay and discharge all taxes, assessments and/or governmental charges against it or against its properties prior to the date penalties are attached thereto, subject to its right to contest the same as provided in the Loan Documents;

7.6 If the Borrower shall change the current ownership or management of the Borrower without the prior consent of the Lender;

8. RIGHTS AND REMEDIES.

8.1 Upon the occurrence of any Event of Default, after the expiration of any grace period or notice provision of any of the Loan Documents, at the election of the Lender, all of the obligations of the Borrower to the Lender under this Agreement will immediately become due and payable without further demand, notice or protest, all of which are hereby expressly waived. Thereafter, the Lender may proceed to protect and enforce its rights, at law, in equity, or otherwise, against the Borrower, either jointly or severally, and may proceed to liquidate and realize upon any of its security in accordance with the rights of a Mortgagee under RSA Chapter 479 or as a Secured Party under the Uniform Commercial Code, or any Loan Document, any agreement between the Borrower and the Lender relating to the Loan, or any other agreement between any Guarantor or endorser of the Borrower's obligations to the Lender hereunder.

8.2 No failure by Lender to give notice of its election to exercise its rights hereunder or under any other agreement shall operate or be deemed a waiver thereof, nor a continuing waiver thereof nor shall a failure to give notice on one occasion preclude its right to give such notice of said default at a later time.

8.3 Borrower jointly and severally shall pay all costs, expenses, charges, including attorney's fees, incidental to or relating to the Loan and to the collection thereof and to the foreclosure of the Loan Documents, including but not limited to, title examination fees, recording and filing fees, appraisals, site inspection fees, auction fees and costs of advertising.

9. NOTICES. All notices, demands and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner,

TO BORROWER:

Southfield Village Development, LLC and [REDACTED]
[REDACTED]
[REDACTED]

TO LENDER:

Dodge Financial, Inc., Trustee of the KWS 2007
Realty Trust
PO Box 7017
Gilford, NH 03247

TO SERVICER:


C, L and M, Inc.
P.O. Box 7603
Gilford, New Hampshire 03247

and shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to Lender and Borrower with ten days of any change affecting this provision.

10. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and of the Note and the Mortgage and other Loan Documents.
11. CONSTRUCTION AND AMENDMENT. This Loan Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. This Agreement may not be changed, amended or terminated orally but only by agreement in writing and signed by the party against whom enforcement of any change, amendment or termination is sought.
12. SUCCESSORS AND ASSIGNS. All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith shall, whether so expressed or not, bind and inure to the benefit of the successors and assigns of the Borrower and Lender.
13. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. NO WAIVER: REMEDIES CUMULATIVE. No exercise, partial exercise, failure or delay on the part of the Lender in exercising any power or right hereunder, or under the Note, Mortgage or Security Agreement or the Loan Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein or in the Note, Mortgage or Security Agreement or the Loan Documents is intended to be exclusive, to any other remedy, and each and every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise, may be sought by the enforcing party.
15. EXECUTION BY ADDITIONAL PARTIES OR GUARANTY. When any party other than those named at the outset of this Agreement join in the execution hereof, they have done so for the purpose of consenting to all of the terms and conditions hereof and agree by such execution to be bound hereby. Any party who has signed this Agreement as Guarantor shall be deemed to have guaranteed performance by Borrower of all of its obligations hereunder and under the Note, Mortgage, Security Agreement and Financing Statements, and all such persons or entities who have signed as Guarantor shall be deemed to have made such guaranty unconditionally, and they shall be jointly and severally liable for the performance by Borrower of all of such obligations.
16. GOVERNING LAW. This Agreement and the Note, the Mortgage, the Collateral Assignment of Rents and Leases and other Loan Documents shall be governed by and interpreted in accordance with the laws of the State of New Hampshire.
17. ENFORCEABILITY. In the event that any provision of this Agreement or any other instrument executed at closing or the application thereof to any person or circumstances shall be declared unenforceable by a Court of competent jurisdiction, the remainder of such agreement shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

WITNESS our hands the date first above written

BORROWER(S):


 Vatche N. Manoukian, Managing Member of the
 Southfield Village Development, LLC


 Vatche N. Manoukian

SECURED PARTY:

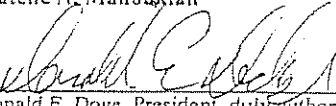
By: 
 Donald E. Doge, President, duly authorized of
 Dodge Financial, Inc., Trustee of the KWS 2007 Realty Trust

EXHIBIT "A" LEGAL DESCRIPTION

Phase 9 Southfield Village, Southfield Lane, Peterborough, NH

A certain tract of land, with the buildings and improvements thereon, located on Southfield Lane, Peterborough, Hillsborough County, New Hampshire, shown as Phase 9 on a plan entitled "Condominium Site & Phasing Plan (Lot 51-1, Map R11), Southfield Village, Southfield Lane and U.S. Route 202, Peterborough, New Hampshire" dated 21 May 1993, and recorded in the Hillsborough County Registry of Deeds as Plan No. 26352 ("Plan"), more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of the parcel, at the northeast corner of Phase 8;

thence North 58° 00' 00" East, along land now or formerly of Peterborough Land Associates, a distance of one hundred forty-three and forty-four hundredths (143.44) feet to a point at the northwesterly corner of Phase 10 as shown on said Plan;

thence South 51° 28' 37" East, along Phase 10, a distance of three hundred eighty-nine and sixty-two hundredths (389.62) feet to a point at Phase 1;

thence South 50° 35' 41" West, along Phase 1, a distance of two hundred thirty-seven and ninety-three hundredths (237.93) feet to a point at the southeasterly corner of Phase 8;

thence North 37° 22' 06" West, along Phase 8, a distance of three hundred ninety-nine and seventy-five hundredths (399.75) feet to the point of beginning.

Said parcel contains 1.696 acres, more or less.

In addition, Finlay Properties, Inc. is the owner of certain development rights in Southfield Village Condominium, situated in the Town of Peterborough, County of Hillsborough and State of New Hampshire as defined, described and identified in the Declaration of Southfield Village Condominium, dated May 3, 1993, and recorded in the Hillsborough County Registry of Deeds at Book 5430, Page 143, together with Amendment to By-Laws of Condominium of Southfield Village Condominium, dated February 2, 1994, and recorded in said Registry at Book 5525, Page 842, Second Amendment to Declaration of Condominium of Southfield Village Condominium, dated May 9, 1996, and recorded in said Registry at Book 5716, Page 1243, Third Amendment to Declaration of Condominium of Southfield Village Condominium, dated April 7, 1998, and recorded in said Registry at Book 5935, Page 1839, Fourth Amendment to Declaration of Condominium of Southfield Village Condominium, dated June 10, 1999, and recorded at Book 6123, Page 822 of said Registry, Amendment of Declaration of Southfield Village Condominium (Convertible Land), dated April 24, 2003, and recorded at Book 6917, Page 828 of said Registry, and on a "Condominium Site and Phasing Plan, Southfield Village" dated May 21, 1993, recorded June 7, 1993, in said Registry as No. 26352 and on certain Floor Plans prepared by Burnell Johnson, dated November 1, 1990, revised May 15, 1991, and May 11, 1993, and recorded in said Registry as No. 26352 (collectively the "Condominium Instruments");

For good and valuable consideration, Finlay Properties, Inc. assigns, sets over, and transfers to Southfield Village Development, LLC all right, title, and interest of Finlay Properties, Inc. as successor Declarant under the Condominium Instruments and New Hampshire RSA 356-B, including, without limitation, all rights to create and sell additional units and limited common areas and to develop additional condominium units, Finlay Properties, Inc. represents and warrants to

(2)

Southfield Village Development, LLC that, to the best of its knowledge, it is not in violation of any provision of the Condominium Instruments or New Hampshire RSA 356-B. As of the date hereof, Southfield Village Development, LLC hereby takes and assumes from Finlay Properties, Inc. all such Declarant's Rights.

THIS IS NOT HOMESTEAD PROPERTY

MEANING AND INTENDING to describe a portion of the same premises conveyed to SOUTHFIELD VILLAGE DEVELOPMENT, LLC by Warranty Deed of FINLAY PROPERTIES, INC. dated December 16, 2005, recorded in the Hillsborough County Registry of Deeds at Book 7603, Page 1206 on December 19, 2005.

ADDENDUM TO LOAN AGREEMENT

THIS ADDENDUM to the Commercial Loan Agreement made this 20th day of September 2007, by and between, SOUTHFIELD VILLAGE DEVELOPMENT, LLC, and VATCHE N. MANOUKIAN, jointly and severally, both with a mailing address of [REDACTED] (referred to herein as the "Borrower" and or "Borrower") and DODGE FINANCIAL, INC., TRUSTEE OF THE KWS 2007 REALTY TRUST, having an address at PO Box 7017, Gilford, NH 03247, (referred to herein as the "Lender" and or "Lender")

Pursuant to paragraph 1 of the Commercial Loan Agreement a portion of the funds advanced under this Agreement may be used by Borrower to pay administrative and other related costs incurred in this transaction. Borrower and Lender agree that the monthly payment amount of \$2,600.00 shall be paid directly from the proceeds of the Loan for a period of twelve (12) months. Borrower hereby authorizes the Lender and any future holder of the Note or successor in interest to Lender and any servicer of the Loan to pay the amount of \$2,600.00 to the holder of said Note.

[REDACTED]

VATCHE N. MANOUKIAN, MANAGING MEMBER OF
SOUTHFIELD VILLAGE DEVELOPMENT, LLC

[REDACTED]

VATCHE N. MANOUKIAN

DODGE FINANCIAL, INC., TRUSTEE OF THE KWS 2007 REALTY TRUST

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 11/30/2009) **FINAL**

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number 07-C-0111MR	7. Loan Number SOUTHFIELD9	8. Mortgage insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the total. **WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TitleExpress Settlement System
Printed 09/20/2007 at 09:56 AM

D. NAME OF BORROWER: [REDACTED]
ADDRESS: [REDACTED]

E. NAME OF SELLER: **REFINANCE**
ADDRESS:

F. NAME OF LENDER: **KWS 2007 Realty Trust**
ADDRESS: **c/o Dodge Financial, Inc., Tru, PO Box 7017, Gilford, NH 03247**

G. PROPERTY ADDRESS: **Southfield Village Condominium, Phase 9, Southfield Lane, Peterborough, NH 03458**

H. SETTLEMENT AGENT: **Law Office of Goud and Burke, PLLC, Telephone: 603-279-6502 Fax: 603-279-1062**
PLACE OF SETTLEMENT: **P.O. Box 666, 15 Northview Drive, Meredith, New Hampshire 03253**

I. SETTLEMENT DATE: **09/20/2007**

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	14,789.58	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
109. 12 Mo. Interest Reserves	31,200.00	409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	45,989.58	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loans	240,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	240,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	45,989.58	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	240,000.00	602. Less reduction amount due seller (line 520)	
303. CASH TO BORROWER	194,010.42	603. CASH TO SELLER	0.0

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Find Tax ID No. _____) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____ SELLER(S) SIGNATURE(S): _____

SELLER(S) NEW MAILING ADDRESS: _____

SELLER(S) PHONE NUMBERS: _____ (H) _____ (V)

3

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

File Number: 07-C-0111

FINAL PAGE

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L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ =			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	5.000 % Financial Resources & Assistance, Inc.	12,000.00	
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	09/20/2007 to 10/01/2007 @ \$ 85.4794 /day 11 Days	940.27	
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. Annual Assessments	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	
1100. TITLE CHARGES			
1101. Settlement or closing fee	to Law Office of Gould and Burke, PLLC	400.00	
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document Preparation	to Law Office of Gould and Burke, PLLC	850.00	
1106. Notary Fees			
1107. Attorney's fees			
(includes above items No:)			
1108. Title insurance	to Old Republic National Title Insurance Comp	435.00	
(includes above items No:)			
1109. Lender's Policy	240,000.00 - 410.00		
1110. Owner's Policy			
1111. Update and Record Charge	to Victoria Dunn	25.00	
1112.			
1113. Law Office of Gould and Burke, PLLC retains \$304.50 of title insurance premium.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees Deed \$; Mortgage \$ 89.31 ; Release \$	89.31	
1202. Deed Transfer Tax	Deed \$; Mortgage \$		
1203. State tax/stamps	Deed \$; Mortgage \$		
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Courier Fee	to Law Office of Gould and Burke, PLLC	50.00	
1400. TOTAL SETTLEMENT CHARGES	(enter on lines 103, Section J and 502, Section K)	14,789.58	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Southern Virginia

[Redacted Signature]

By: Victoria H. Mandoukian, Manager

[Redacted Signature]

Victoria H. Mandoukian

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18, U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

[Redacted Signature] 9/20/07
DATE

ATTACHMENT "A"

Loan Servicing Agreement - Account Authorization

Stephen Watkins
Lender Name

BORROWER / LOAN INFORMATION

Borrower's Name: Southfield Village Development Phase 9

Property Description Address: Southfield Lane, Peterborough, NH, Hillsborough County

Total Loan Amount: \$240,000

Interest Rate: 13%

Date of Note: September 20, 2007

Maturity Date: 09/01/08

Lender's Ownership Percentage: 29.166667%

Lender's Dollar Amount: \$70,000

Mo. Payment: \$ 758.33

Payment Breakdown: Interest: \$758.33

Principal: _____

Until further notice "CHECKS" from "COMPANY" to the "LENDER" should be made

Payable To: Stephen Watkins

Address: [REDACTED]

City, State, Zip: [REDACTED]

Phone: [REDACTED]

Note: As of the date of closing all real estate taxes are current. There are, There are not real estate taxes being escrowed by the loan servicing company.

Lender's Acknowledgment:

I/We the undersigned, hereby understand the above information and acknowledge that this attachment is incorporated into the Loan Servicing Agreement-Account Authorization, dated March 2, 2007, between the Loan Servicing Company and me/us.

Date: _____

Lender: _____
Stephen Watkins

Soc. Sec. [REDACTED]