

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Michael J. Cummings (401) 789-2353	
B. SEND ACKNOWLEDGMENT TO: [Name and Address] Jason M. Holt, Esq. P.O. Box 3611 Cranston, RI 02910	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME KR Realty LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 100 Centerville Road		CITY Warwick	STATE RI	POSTAL CODE 02886
				COUNTRY USA
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any RI#161352 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Washington Trust Company				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 23 Broad Street		CITY Westerly	STATE RI	POSTAL CODE 02891
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All tangible and intangible personal property and fixtures of the Debtor, whether now owned or hereafter acquired, or in which the Debtor may now or hereafter have an interest including, without limitation, all inventory, equipment, goods, accounts, contract rights, chattel paper, documents, instruments and general intangibles as more specifically described on Exhibit B attached hereto and made a part hereof; all proceeds and products of the foregoing. The foregoing relate to property of the Debtor now or hereafter located at 670 Main Street, Unit C-3 and C-4, East Greenwich, Rhode Island, as more specifically described on Exhibit A attached hereto and made a part hereof, the record owner of which is the Debtor.

RE: \$355,000 Loan

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. TO REQUEST A SEARCH REPORT, FILE A UCC11
8. OPTIONAL FILER REFERENCE DATA: Filed with the Rhode Island Secretary of State, UCC Division	

EXHIBIT A

The following premises in the Piazza Zarrella Condominiums created by Declaration of Condominium dated February 14, 2007 and recorded in the Land Evidence Records of the Town of East Greenwich, Rhode Island on February 15, 2007 at 2:37 p.m. in Book 880 at page 148 (the "Declaration") and "PIAZZA ZARRELLA Condominium Site Plan Assessors Plat 3, Lot 121 East Greenwich, Rhode Island prepared for: Piazza Zarrella, LC prepared by: Alpha Associates, Ltd. 35 Rocky Hollow Road, East Greenwich, RI 02818 Scale 1" = 10' February, 2007 Sheet 1 of 1 Dwg. And "CONDO DOCS FOR PIAZZA ZARRELLA MAIN STREET EAST GREENWICH, RHODE ISLAND BLOUNT BENNETT ARCHITECTS LTD. 37 N. Blossom Street East Providence Rhode Island 02914 TEL: (401) 431-1922 fax: (401) 431-9066 e-mail: info@bbaltd.com www.bbaltd.com Members AIA PROJECT NO. 0513 Sheet Nos. CD-01, CD-02, CD-03, CD-04, CD-05" recorded February 15, 2007 at 2:29 p.m. in Book 880 at page 147 as Plan #816 with the East Greenwich Land Evidence Records.

Retail Unit #3, together with an undivided 9.66% percent interest in the Common Areas of said Piazza Zarrella Condominiums appurtenant to said Unit and **Storage Unit # 7** and together with the rights and easements appurtenant to said Units as set forth in the Declaration.

Retail Unit #4, together with an undivided 10.11% percent interest in the Common Areas of said Piazza Zarrella Condominiums appurtenant to said Unit and **Storage Unit #8** and together with the rights and easements appurtenant to said Units as set forth in the Declaration

Said premises are conveyed subject to and with the benefit of the provisions of the Rhode Island Condominium Act, Rhode Island General Laws Section 34-36.1-1 et seq. (the "Act"), the Declaration referred to above, the Bylaws set forth therein and the Rules and Regulations, if any, as any or all of the above may be amended from time to time. Grantor has complied with subsection (b) of RIGL §34-36.1-4.12 of the Act.

Subject to easements and restrictions of record.

Unit C-3 Piazza Zarrella Condominium
660 Main Street, East Greenwich RI 02818
(formerly 666 Main Street, East Greenwich, RI 02818)

AND

Unit C-4 Piazza Zarrella Condominium
670 Main Street, East Greenwich RI 02818
(formerly 666 Main Street, East Greenwich RI 02818)

AP 3 Lot 121

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

DEBTOR'S EXACT FULL LEGAL NAME:

Organization's Name: KR REALTY LLC
Mailing Address: 100 Centerville Road, Warwick, RI 02886, USA
Organizational Number: RI # 161352
Type of Organization: Rhode Island Limited Liability Company

SECURED PARTY:

Organization's Name: THE WASHINGTON TRUST COMPANY
Mailing Address: 23 Broad Street, Westerly, RI 02891, USA

1. All the right, title and interest of the Debtor in or to all personal property, equipment and fixtures of every kind and nature whatsoever, now or hereafter located or constructed in, upon or about the real property located at 670 Main Street, Units C-3 and C-4, Piazza Zarrella Condominium, East Greenwich, Rhode Island as more specifically described on Exhibit A attached herewith (the "Premises"), owned by Debtor, or in any of said buildings and improvements, and relating to the Premises and the Improvements ["Improvements", as defined in that certain Mortgage Deed, Security Agreement and Assignment of Leases and Rents between Debtor and Secured Party (the "Mortgage")] dated of even date and recorded with the Land Evidence Records of the Town of East Greenwich, Rhode Island, and used or usable in connection with any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto (hereinafter collectively referred to as the "Fixtures and Personal Property"). The Fixtures and Personal Property shall be deemed to include, but without limiting the generality of the foregoing, all furnaces, ranges, heaters, lighting, plumbing goods, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning and air cooling apparatus and equipment, door bell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, elevators, escalators, blinds, attached cabinets, partitions, ducts and compressors, stoves, disposals, rugs, and all other fixtures of whatever kind or nature owned by the Debtor, now or in the future contained in or on the Premises, and any and all similar fixtures hereinafter installed in the Premises in any manner which renders such articles usable in connection therewith, together with any and all proceeds and products thereof, now or hereafter located at, or used in connection with the operation of the Premises or the improvements thereon.

2. **PROCEEDS FOR DAMAGE TO THE PREMISES:** All proceeds including without limitation, insurance and condemnation proceeds) paid for any damage done to the Premises or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms, and conditions set forth in the Mortgage.

3. **LEASES AND RENTS AND ROOM FEES:** All of the Debtor's right, title and interest in and to any leases, rental agreements or other agreements for use of any of the Premises or Improvements and all rents, security deposits, room fees, reservation deposits and

other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Premises or Improvements, as provided in the Mortgage.

4. **CONTRACTS AND RECORDS:** All contracts, agreements, permits, licenses and approvals now or hereafter entered into or issued in connection with the construction of any improvements on the Premises and any and all modifications thereto and replacements thereof. All of the books and records of account now or hereafter maintained by Debtor in connection with the operation of the Premises.

5. **NAME AND GOODWILL:** The right, in the event of foreclosure under the Mortgage of the Premises, to take and use any name by which the Premises is then known or any variation of the words thereof.

6. **UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits which Debtor has been or will be required to give any public or private utility with respect to utility services furnished or to be furnished to the Premises.

To the extent any of the personal property described herein is or is to be affixed to the real estate said personal property is or is to be affixed to real estate by Debtor, which real estate is more particularly described in Exhibit A attached herewith.