

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 16261 RIVERSOURCE IN  UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071  11042378  RIRI	

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 Mutual Properties 1565 Post LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS One James P. Murphy Highway Suite 200		CITY West Warwick	STATE RI	POSTAL CODE 02893
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION RI
1g. ORGANIZATIONAL ID #, if any				<input checked="" 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				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		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 RiverSource Life Insurance Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o RiverSource Investments, LLC 25540 Ameriprise Financial Center		CITY Minneapolis	STATE MN	POSTAL CODE 55474
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Attached.

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. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/> (OPTIONAL FEE)				
8. OPTIONAL FILER REFERENCE DATA				

11042378

694082369

Debtor: MUTUAL PROPERTIES 1565 POST LLC

Loan Number: 694082369

EXHIBIT "A" TO UCC FINANCING STATEMENT

The types or items of property covered by this Financing Statement are as follows:

All of Debtor's right, title and interest in and to any and all buildings, equipment (including Debtor's interest in any lease of such equipment), fixtures, improvements, building supplies and materials and other personal property now or hereafter attached to, located in, placed in or necessary to the use, operation or maintenance of the improvements on the Land (as hereinafter defined) (hereinafter called the "Improvements") including, but without being limited to, all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, as well as all elevators, escalators, overhead cranes, hoists and assists, and the like, and all furnishings, supplies, draperies, maintenance and repair equipment, window and structural cleaning rigs and equipment, floor coverings, appliances, screens, storm windows, blinds, awnings, shrubbery and plants (it being understood that the enumeration of specific articles of property shall in no way be held to exclude items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, and all personal property which by the terms of any lease shall become the property of Debtor at the termination of such lease, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Land, but excluding therefrom the removable personal property owned by tenants in the Land.

TOGETHER WITH all rents, issues, income, revenue, receipts, fees and profits now due or which may hereafter become due under or by virtue of, and together with all right, title and interest of Debtor in and to, any lease, license, sublease, contract or other kind of occupancy agreement, whether written or verbal, for the use or occupancy of the Improvements or any part thereof, together with all security therefor and all monies payable thereunder, including, without limitation, tenant security deposits, and all books and records which contain information pertaining to payments made thereunder and security therefor.

TOGETHER WITH all right, title and interest of Debtor in and to any and all contracts for sale and purchase of all or any part of the property described above, and any down payments, earnest money deposits or other sums paid or deposited in connection therewith.

TOGETHER WITH all awards, compensation or settlement proceeds made by any governmental or other lawful authorities for the threatened or actual taking or damaging by eminent domain of the whole or any part of the Land, including any awards for a temporary taking, change of grade of streets or taking of access, together with all insurance proceeds resulting from a casualty to any portion of the Land or the Improvements; all rights and interests

Debtor: MUTUAL PROPERTIES 1565 POST LLC

of Debtor against others, including adjoining property owners, arising out of damage to the property including damage due to environmental injury or release of hazardous substances.

TOGETHER WITH all right, title and interest of Debtor in and to any licenses, permits, regulatory approvals, government authorizations, franchise agreements and equipment or chattel leases, service contracts or agreements, tradenames, accounts and any and all general intangibles and all proceeds therefrom, arising from, issued in connection with or in any way related to the use, occupancy, operation, maintenance or security of the Land and the Improvements, together with all replacements, additions, substitutions and renewals thereof, which may be assigned pursuant to agreement or law.

TOGETHER WITH all sales proceeds, refinancing proceeds or other proceeds, including deposits and down payments from or relating to the Land and/or all of the property described above.

The Security Agreements for which this Financing Statement is filed as to the foregoing property are contained in (i) that certain Open-End Mortgage Deed, Security Agreement And Fixture Financing Statement, With Assignment Of Leases And Rents; and (ii) that certain Assignment of Leases and Rents (i) and (ii) filed in the Land Evidence Records of the City of Warwick, State of Rhode Island of near date herewith simultaneously with the filing hereof each made between Debtor, as Borrower therein, and Secured Party, as Lender therein, given to secure indebtedness in the principal sum of \$1,500,000.00.

The real property (the "Land") in or upon which the above described property is or will be located, or to which same relates, is owned by Debtor and is more particularly described on the following pages.

Debtor: MUTUAL PROPERTIES 1565 POST LLC

**THE LAND**

**LEGAL DESCRIPTION**

(Description of Premises)

**ALL THAT CERTAIN LOT**, or parcel of land, with the buildings and improvements thereon, located on the westerly side of Post Road, the northerly side of New York Avenue and the southerly side of Lincoln Avenue in the City of Warwick, County of Kent, State of Rhode Island, being bounded and described as follows:

**BEING** laid out and designated as Lots Nos. 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194 and 195 on that certain plat of land entitled: "Lincoln Park, Warwick, R.I. Belonging to the Peoples Trust Company by J.A. Latham June 1894 Scale 160 ft per inch", which said plat is recorded in the Warwick Land Evidence Records in Plat Book 3 at Page 45 and (copy) on Plat Card 123.

**LESS AND EXCEPTING THEREFROM** any portions thereof taken for highway purposes.

**LESS AND EXCEPTING THEREFROM** that certain tract or parcel of land situated on the northeasterly side of New York Avenue in said City of Warwick, bounded and described as follows:

**BEGINNING** at a point on the northeasterly line of said New York Avenue, said point being the most southerly corner of land now or formerly of James M. Bosco, Jr., et ux and the most westerly corner of the herein-described parcel; thence northeasterly at a right angle with said New York Avenue a distance of one hundred four and 00/100 (104.00) feet to a corner; thence southeasterly at a right angle a distance of seventy and 00/100 (70.00) feet to a corner; thence southwesterly at a right angle a distance of one hundred four and 00/100 (104.00) feet to a corner on the northeasterly line of said New York Avenue; thence northwesterly at a right angle along the northeasterly line of said New York Avenue a distance of seventy and 00/100 (70.00) feet to the point and place of beginning, said lot depicted on Map #305 and in Book 3039 at Page 261 of the said Records.

**BEING** designated as Lot 165 on Tax Assessor's Plat 310 of the City of Warwick, as presently constituted, for reference purposes only.