[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
614-280-3540

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Columbus UCC Team 4
17 South High Street
Columbus, OH 43215

CT Lien Ref #: 540899
Filed with: RI:Secretary of State

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: JOHNSTON EQUITIES ASSOCIATES

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 44 DAVIS STREET	CITY: SEEKONK	STATE: MA	POSTAL CODE: 02771	COUNTRY: US

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		LP	Rhode Island	49876	☐ 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	COUNTRY

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
					☐ 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: NATIONAL CITY BANK, C/O CAPSTONE REALTY ADVISORS, LLC

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: 1120 CHESTER AVENUE, #300	CITY: CLEVELAND	STATE: OH	POSTAL CODE: 44114	COUNTRY: US

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED HEREIN.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ 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) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

mn 6717464

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

11453-1-0

EXHIBIT A

That certain parcel of land with all buildings and improvements thereon situated in the Town of Johnston, State of Rhode Island, bounded and described as follows:

Beginning at a point on the easterly side of Centre Street, said point being a distance of one hundred twenty-five and zero hundredths feet (125.00') southerly from the point of intersection of the easterly line of said Centre Street and the southerly line of Park Street;

Beginning from the aforesaid point and running easterly a distance of two hundred thirty-three and fifty hundredths feet (233.50') bounded by and now or formerly of Rocco Soave to a point;

Thence turning an interior angle of ninety-seven degrees, ten minutes and zero seconds (97° 10' 00") and running a distance of four hundred seventy four and fifty hundredths feet (474.50') bounded easterly by the Pocasset River to a point;

Thence turning an interior angle of one hundred sixty-one degrees, fifty-five minutes and zero seconds (161° 55' 00") and running a distance of forty-four and sixty hundredths feet (44.6') bounded easterly by the Pocasset River to a point;

Thence turning an interior angle of one hundred fifty-seven degrees, forty minutes and zero seconds (157° 40' 00") and running a distance of fifty-two and twenty hundredths feet (52.2') bounded easterly by the Pocasset River to a point;

Thence turning an interior angle of one hundred sixty-seven degrees, forty-five minutes and thirty-seven and eighty hundredths seconds (167° 45' 37.8") and running a distance of one hundred sixty-four and fourteen hundredths feet (164.14') bounded easterly by the Pocasset River to a point;

Thence turning an interior angle of ninety-five degrees, three minutes and twenty-two and twenty hundredths seconds (95° 3' 22.2") and running a distance of one hundred twenty-nine and fifty hundredths feet (129.50') bounded northerly by the southerly line of Ben Street to a point;

Thence turning an interior angle of one hundred thirty degrees, twenty-six minutes and zero seconds (130° 26' 00") and running a distance of four hundred sixty-four and thirty-two hundredths feet (464.32') bounded westerly by the easterly line of Centre Street to a point;

Thence turning an interior angle of seventy-one degrees, thirty-three minutes and fifty-four seconds (71° 33' 54") and running a distance of sixty-three and twenty-four hundredths feet (63.24') bounded southerly by land now or formerly of Ralph Durkee et ux to a point;

Thence turning an interior angle of two hundred eighty-eight degrees, twenty-six minutes and six seconds (288° 26' 6") and running a distance of seventy and zero hundredths feet (70.00') bounded westerly by land now or formerly of Ralph Durkee et ux to a point;

Thence turning an interior angle of two hundred seventy degrees, zero minutes and zero seconds (270° 00' 00") and running a distance of one hundred and zero hundredths feet (100.00') bounded northerly by land now or formerly of Ralph Durkee et ux to a point;

Thence turning an interior angle of ninety degrees, zero minutes and zero seconds (90° 00' 00") and running a distance of seventy-five (75.00') bounded westerly by the easterly line of Centre Street to a point, said point being the point of beginning and forming an interior angle of ninety degrees zero minutes and zero seconds (90° 00' 00").

Loan No.: __________
Debtor: JOHNSTON EQUITIES ASSOCIATES

Secured Party: NATIONAL CITY BANK

EXHIBIT B

to

UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Property**")

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement executed in connection herewith (the "**Security Instrument**");

2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "**Improvements**");

3. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

4. Fixtures and Personal Property. All machinery, furnishings, equipment, goods, inventory, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, fans, alarm systems, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements, including without limitation, chairs, desks, lamps, mirrors, bookcases, tables, couches, shelves, outdoor furniture, grills, cabinets, rugs, carpeting, floor coverings, draperies and drapery rods and brackets, curtains, shades, venetian blinds, screens, awnings, paintings, hangings, pictures, keys or other entry systems, cable t.v. equipment, intercom equipment, electric and electronic equipment, private telephone systems, heating,

lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, stoves, ranges, microwaves, dishwashers, garbage disposal units, refrigerators, washers and dryers, tools, lawn mowers, pool equipment, exercise equipment, machinery, water heaters, incinerators, machines, engines, boilers, dynamos, elevators, stokers, tanks, office supplies, other customary apartment equipment, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Land and the Improvements and the right, title and interest of Debtor in and to any of the Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Property is located (the "**Uniform Commercial Code**") superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (individually, a "**Lease**"; collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Debtor and Secured Party), documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.