

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Lawrence E. Merlin (860) 561-7070	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Kroll, McNamara, Evans & Delehanty, LLP 29 South Main Street West Hartford, CT 06107 Attn: Lawrence E. Merlin, Esq.	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME Marley Properties Kingston, LLC					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 204 Second Avenue		CITY Waltham	STATE MA	POSTAL CODE 02451	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any 135442	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only gng 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. SEE INSTRUCTIONS	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 gng secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Morgan Stanley Mortgage Capital Inc.					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1221 Avenue of the Americas, 27th Floor		CITY New York	STATE NY	POSTAL CODE 10020	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers the following types or items of property: all of Debtor's right, title and interest in and to all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, improvements and all other property as more particularly described in the Rider to UCC filing attached hereto, now or hereafter erected or located on the real property commonly known as 99 Fortin Road and having an address of 99 Fortin Road, Kingston, Rhode Island (the "Land") situated in the County of Washington, State of Rhode Island, as such land is more particularly described in Exhibit A attached hereto.

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 records) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE)		Additional		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 5. KINGSTON County of Washington Land Records MSMCI Loan No. 07-29859							

**RIDER
TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT**

Debtor: Marley Properties Kingston, LLC, a Rhode Island limited liability company having an address at 204 Second Avenue, Waltham, Massachusetts 02451

Secured Party: Morgan Stanley Mortgage Capital Inc., having an address at 1221 Avenue of the Americas, 27th Floor, New York, New York 10020

ITEM 4 (CONTINUED): All right, title and interest of Debtor in and to the following (collectively, the "Property"):

1. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land 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 the Security Instrument (as defined below);
3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
4. 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;
5. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and 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, and usable in connection with the present or future operation and occupancy of the Land and the Improvements 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 and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal 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, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

6. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, 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") (the "leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, early termination fees and payments and other termination fees and payments (any such early termination fees, payments and other termination fees and payments, the "Lease Termination Fees"), 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 (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 indebtedness secured by the Security Instrument;
7. 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. 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;
9. 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;
10. 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;
11. 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;

12. All agreements, contracts, certificates, instruments, franchises, permits, licenses, 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 Land and any part thereof and 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 occurrence and during the continuance of an event of default (as defined in the Security Instrument), or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and
13. 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.

This UCC Financing Statement is filed in connection with a certain Mortgage and Security Agreement (the "Security Instrument") given by Debtor to Secured Party covering the estate of Debtor in the Property.

EXHIBIT A

That certain lot or parcel of land with all the buildings and other improvements thereon situated on Chapel Road and Fortin Road in the Town of South Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northeasterly line of Fortin Road, said point being 84.50 feet northeasterly, as measured along said northeasterly line of Fortin Road, from a stone bound set at the intersection of said northeasterly line of Fortin Road and the northwesterly line of Chapel Road, said point also being the southwesterly corner of land now or lately of Charles A. Maki et ux; thence running northwesterly, bounded southwesterly by said Fortin Road, 444.28 feet to a point for a corner; thence turning an interior angle of $87^{\circ}-01'-00''$ and running northeasterly 153.745 feet to a point for a corner; thence turning an interior angle of 270° and running northwesterly 74.965 feet to a point for a corner; thence turning an interior angle of 90° and running northeasterly 320 feet to a point for a corner at a stone bound in the southwesterly line of Chapel Road, the last three courses bounded northwesterly, southwesterly and northwesterly by land now or lately of the Board of Trustees of State Colleges (University of Rhode Island); thence turning an interior angle of 90° and running southeasterly 149.93 feet to a point for a corner; thence turning an interior angle of 90° and running southwesterly 132.86 feet to a point for a corner at a stone bound; thence turning an interior angle of $275^{\circ}-03'-30''$ and running southeasterly 407.92 feet to a point for a corner; thence turning an interior angle of $92^{\circ}-34'$ and running southwesterly 151.83 feet to a point for a corner, said point being the northeasterly corner of said Maki land, the last four courses bounded northeasterly, southeasterly, northeasterly and southeasterly by said Chapel Road; thence turning an interior angle of $85^{\circ}-21'-30''$ and running northwesterly 73.10 feet to a point for a corner; thence turning an interior angle of $271^{\circ}-23'-06''$ and running southwesterly 200.02 feet to the point and place of beginning, the last course forming an interior angle of $88^{\circ}-36'-54''$ with the first described course.

Containing 4.4021 acres or 191,756.5 square feet of land.

Said lot is shown on that plat entitled, "PLAT OF LAND OWNED BY KINGSTON EMPORIUM ASSOCIATES, AT THE VILLAGE OF KINGSTON, IN THE TOWN OF SOUTH KINGSTOWN, RHODE ISLAND. DECEMBER, 1985, JOSEPH W. FRISSELLA, P.E. & R.L.S. SCALE: 1"=50'."