

W. Mark Russo mrusso@frlawri.com

January 31, 2014

TO: CREDITORS AND OTHER PARTIES IN INTEREST

Re: The Bank of New York Mellon Trust Company, National Association (f/k/a The Bank of New York Trust Company, National Association), as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-IQ14 v. 25 John A. Cummings Way, LLC, C.A. No. PB-13 No. 5618

On January 23, 2014, the Rhode Island Superior Court in Providence County entered an Order, a copy of which is enclosed, appointing W. Mark Russo, Esq., Permanent Receiver of 25 John A. Cummings Way, LLC ("Cummings Way").

A Receivership is a State Court-supervised liquidation proceeding. The Receiver is an Officer of the Court, appointed for the purpose of representing the interest of all creditors and parties in interest.

In order that your interests be protected and that you receive notice of all pleadings in connection with this case, enclosed is a Proof of Claim form which I suggest you complete, execute before a Notary Public and return to me at the earliest possible date so that you will be certain to receive notice of all aspects of this proceeding and your rights will be protected accordingly. The deadline for the Proof of Claim to be filed with me, as Receiver, is June 9, 2014.

If you have any questions regarding any aspect of the foregoing, please feel free to contact the undersigned.

Very truly yours,

W. Mark Russo, Esq., as and only as Receiver for

25 John A. Cummings Way, LLC

WMR/kam

Enclosure

RECEIVERSHIP PROOF OF CLAIM FORM

Ι,	, being duly swom, depose and say:
(INDIVIDUAL) I am the claimant herein	•
(PARTNERSHIP) I am a partner of	which
is the claimant herein.	
(CORPORATION) I am an officer, to wit	i,
of	
	which is the claimant herein.
The full address of the claimant is	
(complete address, including zip code)	
That on the day of	, 25 John A. Cummings Way, LLC, lately doing
business at 25 John A. Cummings Way, Woor	nsocket, Rhode Island, 02895, did owe and still does owe the
claimant a balance of \$	_ dollars, a statement of which account is attached hereto.
That such account is just, true and correct, and sa	id balance is now due claimant from debtor.
That no part thereof has been paid or satisfied, knowledge or belief of deponent and that no secu	and that there are no set-offs, or counterclaims thereto, to the
knowledge of benef of depotient and that no secu	rity exists for said debt.
	im are hereby made and constituted attorneys for all purposes ll power of substitution (if an attorney is filing for you).
	(Signature of Claimant)
STATE OF	
COUNTY OF	
Subscribed and sworn to before me on this	,
	Notary Public My Commission Expires:

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STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

2014 FEB - 3 PM (2: 5

THE BANK OF NEW YORK MELLON: TRUST COMPANY, NATIONAL: ASSOCIATION (f/k/a THE BANK OF:

NEW YORK TRUST COMPANY, :
NATIONAL ASSOCIATION), AS :
TRUSTEE FOR MORGAN STANLEY :

CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH

CERTIFICATES, SERIES 2007-IQ14

v. : C.A. No.: PB 13-5618

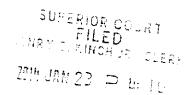
25 JOHN A. CUMMINGS WAY, LLC

ORDER APPOINTING PERMANENT RECEIVER

This cause came to be heard on the Petition for Appointment of Receiver for the Defendant, and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, it is hereby

ORDERED, ADJDGED AND DECREED:

- 1. That W. Mark Russo, Esq., of 55 Pine Street, Suite Four, Providence, Rhode Island, be and hereby is appointed Permanent Receiver (the "Receiver") of Defendant, and of all the estate, assets, effects, property and business of Defendant of every name, kind, nature and description, with all the powers conferred upon the Receiver by the Rhode Island General Laws, by this order, or otherwise, and with all powers incidental to the Receiver's said Office.
- 2. That said Receiver shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$10,000 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Receiver will well and truly perform the duties of said office.
- 3. That said Receiver be and hereby is authorized, empowered and directed to take possession and charge of said estate, assets, effects, property and business of the Defendant, including cash surrender value of any insurance owned by Defendant, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Defendant, including such cash surrender value, with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Defendant and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and



acceptable to any employee, in which case said employee may file his/her claim in the same manner as other creditors.

- 10. In fulfillment of the reporting requirements set forth in Rule 66 (e) of the Superior Court Rules of Civil Procedure, the Receiver shall file with the Court the Reports referred to in said Rule, as and when the Receiver deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court. In addition, the Receiver shall file with the Court, on or before May 1 and October 1 of each year, a Receivership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.
- 11. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.
- That the commencement, prosecution, or continuance of the prosecution, 13. of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Defendant or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Defendant, or the taking or attempting to take into possession any property in the possession of the Defendant or of which the Defendant has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Defendant, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Defendant, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.
- 14. Notwithstanding anything to the contrary herein, the Receiver shall not take any action that impedes or interferes with any foreclosure or foreclosure sale