

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)\

Robinson & Cole LLP
One Boston Place, 25th Floor
Boston, MA 02108
Attn: Amanda S. Eckhoff, Esq.

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

WMR GROUP, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS

c/o Crosspoint Associates, Inc.,
217 West Central Street

CITY

Natick

STATE

MA

POSTAL CODE

01760

COUNTRY

USAADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Limited liability
company

1f. JURISDICTION OF ORGANIZATION

Rhode Island

1g. ORGANIZATIONAL ID #, if any

000115999☐ NONE2. 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

USAADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. 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

EASTERN BANK

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS

265 Franklin Street

CITY

Boston

STATE

MA

POSTAL CODE

02110

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE "EXHIBIT A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

SEE "EXHIBIT B" COLLATERAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOB ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the
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

16435.0215

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 01/01/08)

EXHIBIT "A"
PROPERTY DESCRIPTION

That certain parcel of land with all buildings and improvements thereon, situated Easterly of West Main Road and Southerly of Commercial Street in the Town of Middletown, County of Newport, State of Rhode Island and being bounded and described as follows:

Beginning at a drill hole in concrete curbing at the Southeasterly corner of the intersection of West Main Road with Commercial Street, said point being the Northwesterly corner of the herein described parcel;

Thence running N86° – 21' – 44"E along the Southerly line of Commercial Street for a distance of two hundred ninety-three and 06/100 feet (293.06') to a "PK" nail set in asphalt at the Northwesterly corner of land now or formerly of 7 Commercial Street, Inc.;

Thence turning and running S08° – 25' – 02"E bounded Easterly by said 7 Commercial Street, Inc., for a distance of two hundred ninety-one and 23/100 feet (291.23') to an iron rod at land now or formerly of WM Hotel Group LLC;

Thence turning and running N89° – 04' – 34"E, bounded Southerly by said WM Hotel Group LLC land, for a distance of two hundred forty-seven and 08/100 feet (247.08') to an iron rod;

Thence turning and running N64° – 53' – 55"W, bounded Southwesterly by said WM Hotel Group LLC land, for a distance of two hundred and 18/100 feet (200.18') to a "PK" nail set in asphalt on the easterly line of West Main Road;

Thence turning and running N26° – 18' – 26"E along the Easterly line of West Main Road for a distance of two hundred ten and 34/100 feet (210.34') to the drill hole at the point and place of beginning.

Said parcel contains 97,532 square feet of land, be the same more or less.

Being designated as Parcel B on that certain plat entitled, " SUBDIVISION OF LAND AP 108, LOT 130 AND LOT 4 WEST MAIN ROAD., MIDDLETOWN, RI Kempenaar Real Estates, Inc By: Warren Hall, Civil Engineer 7-2-97 #9477X-FB12&13 1"=40' Sheet 1 of 1", and recorded as No 59 in Slider A of the Middletown Land Evidence Records.

Being further designated as Lot 130 on Middletown Tax Plat 108, as presently constituted.

Being the same premises conveyed to WMR Group LLC by deed of O.M. Middletown LLC, dated February 27, 2002 and recorded in Book 643 at Page 293 of the Middletown Land Evidence Records.

EXHIBIT "B"
COLLATERAL DESCRIPTION

1. THE COLLATERAL. The following items constitute the Collateral given to secure the Obligations hereunder and shall be included within the word "Collateral" as used herein:

1.1 LAND. The land on 379 West Main Road, Middletown, Newport County, Rhode Island described in **Schedule "A"** attached hereto and forming a part hereof, together with all rights, easements and other appurtenances thereto (all of which, together with all other items of Collateral to the extent that context permits, are hereinafter referred to as the "Premises").

1.2 STRUCTURES, FIXTURES AND IMPROVEMENTS. Insofar as the same are or can, by agreement of the parties, be made a part of the realty, all buildings, structures and, to the extent they are owned by the Borrower, all improvements, fixtures, equipment and appliances, personal property, goods, supplies and materials now or hereafter erected or placed on or affixed to the Premises or used or intended to be used in connection therewith or paid for from the proceeds of the loan secured hereby, including without limitation all elevators and elevator machinery, apparatus and equipment, all machinery, apparatus and equipment for the production and distribution of heated and cooled air, including oil and gas burners, furnaces and boilers, heat pumps, solar heating apparatus, air conditioning units, heating and air conditioning controls, fuel storage tanks, bins and other fuel facilities, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and driers, all sprinklers and fire extinguishing systems, doorbell and alarm systems, all electric power generating systems, transformers and electrical distribution systems, equipment and facilities, ventilation and blower systems, garbage and trash receptacles, compactors and incinerators, all window shades, blinds, screens and screen doors, storm and other detachable windows and doors, awnings, cases, counters, closets, partitions, carpets and other floor coverings, signs, directories and other advertising or informational equipment, steel, bricks, lumber and masonry materials, paving materials, fences and fencing materials, insulation and sound-deadening materials, trees, shrubs and other landscaping items and improvements.

1.3 ITEMS NOT PART OF REALTY. All other assets of the Borrower including, without limitation, all personal property belonging to Borrower situated on or about the Premises or used in connection therewith or paid from the proceeds of the loan secured hereby, including without limitation any of the items referred to in Paragraph 1.2, which are not and cannot, by agreement of the parties, be made a part of the realty.

1.4 PERMITS AND LICENSES, CONTRACTS. All contracts, agreements, permits, licenses and approvals entered into or obtained by or on behalf of Borrower or Borrower's predecessors relating to the construction, reconstruction, development and use of the Collateral, now existing or hereafter obtained or entered into, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, contracts for materials and fixtures, building permits, variances, special permits and curb cuts, occupancy permits, health permits, liquor, Victualer's and hotel permits and licenses,

agreements and letters of assurance from utilities and Borrower's rights in all plans, drawings and specifications relating to or prepared in connection with the Premises.

1.5 LEASES, USE AGREEMENTS AND FRANCHISES. All of Borrower's right, title and interest as lessor or lessee, franchisor or franchisee or in any other capacity under any and all leases, licenses, use agreements, franchise agreements and any other agreements or arrangements for the use and enjoyment of property, real, personal or mixed, tangible or intangible, now existing or hereafter arising relating to the Premises, together with all rights, remedies, benefits and advantages to be derived therefrom, all rents, income and profits accruing to Borrower thereunder, including without limitation under or with respect to all deposits, guarantees and other security held or given by Borrower in connection therewith and under all renewals thereof and all right and power of Borrower to alter or amend, extend or renew, surrender, terminate, cancel or waive the same (individually and collectively the "Leases").

1.6 CONDEMNATION AND INSURANCE PROCEEDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any other injury to or decrease in the value of the Premises, and (iv) all awards and proceeds of insurance for the Premises or any part thereof to which Borrower is entitled for any taking of or casualty to all or any part of the Premises.

1.7 ISDA AGREEMENT. All of Borrower's right title and interest under any ISDA Agreement entered into by Borrower in connection with the acquisition of interest rate protection.