

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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| A. NAME & PHONE OF CONTACT AT FILER [Optional] Betty Desrochers 521-7000 |
| B. SEND ACKNOWLEDGMENT TO: [Name and Address] Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset Street Providence, Rhode Island 02703 |

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 DeMarco Realty, LLC | | | | | | | | |
| OR | | | | | | | | |
| 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | | | | |
| 1c. MAILING ADDRESS 69 Fletcher Avenue | | | | | CITY Cranston | STATE RI | POSTAL CODE 02920 | COUNTRY USA |
| 1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION ltd. liability co. | 1f. JURISDICTION OF ORGANIZATION Rhode Island | 1g. ORGANIZATIONAL ID #, if any 000120551 <input 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 | COUNTRY |
| 2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND | 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)

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|--|--|------------|-------------|--------|---------------------------|--------------------|-----------------------------|-----------------------|
| 3a. ORGANIZATION'S NAME RBS Citizens, National Association | | | | | | | | |
| OR | | | | | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | | | | |
| 3c. MAILING ADDRESS One Citizens Plaza | | | | | CITY Providence | STATE RI | POSTAL CODE 02903 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by reference.

Filed with the Rhode Island Secretary of State

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| 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. TO REQUEST A SEARCH REPORT, FILE A UCC11 |
| 8. OPTIONAL FILER REFERENCE DATA: Our File No. 1081-1024 | |

EXHIBIT A

Debtor: DeMarco Realty, LLC
69 Fletcher Avenue
Cranston, Rhode Island 02920

Secured Party: RBS Citizens, National Association
One Citizens Plaza
Providence, Rhode Island 02903

The Secured Party has made a loan to the Debtor and such loan, together with any advances, including, without limitation, overadvances, indebtedness, notes, liabilities, owing by the Debtor to the Secured Party at any time, of each and every kind, nature and description, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly or indirectly by the Debtor to the Secured Party or any affiliate of the Secured Party, as endorser, guarantor or other surety, or as borrower of obligations due third persons which have been endorsed or assigned to the Secured Party or any affiliate of the Secured Party, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, any interest rate swap or other hedging agreement, and payment when due of all amounts outstanding from time to time under the loan documents executed by and between the Debtor and the Secured Party in connection therewith, and including all interest and other charges chargeable to the Debtor or due from the Debtor to the Secured Party or any affiliate of the Secured Party from time to time, shall be referred to herein as the "Obligations".

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party (for its own account and as agent on behalf of each affiliate of the Secured Party to the extent any Obligations are owed to such affiliate of the Secured Party at any time), a continuing security interest in, a lien on and pledge and assignment, of all tangible and intangible personal property and fixtures of the Debtor, including, but not limited to, the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest, and now or hereafter located at, or used in connection with the operation of the real property or the improvements owned by the Debtor and located at 69 Fletcher Avenue, Cranston, Rhode Island, as more particularly described on Exhibit B attached hereto, in any of the following: accounts; chattel paper; goods; inventory; equipment; fixtures; farm products; instruments; investment property; documents; commercial tort claims; deposit accounts; letter-of-credit rights; general intangibles; supporting obligations; and records of, accession to and proceeds and products of the foregoing (all of which is referred to collectively herein as the "Collateral").

All words and terms used in the definition of Collateral other than those specifically defined herein shall have the meanings accorded to them, if any, in the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

EXHIBIT B

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northeasterly side of Fletcher Avenue in the city of Cranston, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northeasterly line of Fletcher Avenue at a Rhode Island highway bound which said point is the southwesterly corner of land of the State of Rhode Island, and is the southeasterly corner of the within described parcel; thence running northwesterly bounding southwesterly on Fletcher Avenue a distance of 250 (two hundred fifty) feet to a point; thence turning an interior angle of 90° and running northeasterly a distance of 100 (one hundred) feet to a point; thence turning an interior angle of 208° and running northerly to the center line of the old river bed of the Pocasset River; thence turning and running in a generally easterly direction along the center line of said Pocasset River bounding northerly on land now or lately of Walter Marshall Spinning Corp. of Rhode Island to land of the State of Rhode Island and Providence Plantations; thence turning and running southwesterly bounding southeasterly on said last named land to Fletcher Avenue and the point and place of beginning.