

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<b>Robinson &amp; Cole LLP</b> <b>One Boston Place, 25th Floor</b> <b>Boston, MA 02108</b> <b>Attn: Amanda S. Eckhoff, Esq.</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
<b>R.K. Newport 1, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>c/o R.K. Associates, Inc.</b>				
<b>P.O. Box 111, 456 Providence Highway</b>		<b>Dedham</b>	<b>MA 02026</b>	<b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
<b>Sovereign Bank, N.A.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS				
<b>75 State Street</b>		<b>Boston</b>	<b>MA 02109</b>	<b>USA</b>

4. COLLATERAL: 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. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>21550.0257</b>	

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

That certain tract or parcel of land situated in the City of Newport, County of Newport, State of Rhode Island and bounded and described as follows:

Beginning at the northwest corner of said parcel at a point on the northeasterly highway line of JT Connell Highway, said point being three hundred two and thirteen hundredths (302.13) feet southerly of a point of tangency at station 46 + 35.55 as shown on state highway plat number 712 and as measured along the easterly line of said highway along the arc of a curve having a radius of 1066.09 feet, said point also the southwest corner of land now or formerly of East S9 LLC:

Thence running southeasterly for a distance of one hundred thirteen and sixty-four hundredths (113.64) feet to a point;

Thence turning an interior angle of 228°-00'-00" and running northeasterly for a distance of thirty-eight and sixty-seven hundredths (38.67) feet to an angle;

Thence turning an interior angle of 138°-51'-14" and running easterly, for a distance of seventy-seven and seventeen hundredths (77.17) feet to an angle;

Thence turning an interior angle of 131°-08'-46" and running southeasterly, for a distance of fifty-three and six hundredths (53.06) feet to an angle;

Thence turning an interior angle of 241°-00'-00" and running easterly, for a distance of thirty-two and twenty-one hundredths (32.21) feet to a corner; said last five courses bounded northerly and northeasterly by land now or formerly of East S9 LLC;

Thence turning an interior angle of 90°-00'-00" and running southerly, for a distance of fifty-eight and no hundredths (58.00) feet to a corner;

Thence turning an interior angle of 302°-41'-50" and running northeasterly, for a distance of sixty-one and fifty nine hundredths (61.59) feet to a corner;

Thence turning an interior angle of 73°-56'-57" and running southeasterly, for a distance of three hundred six and fifty-three hundredths (306.53) feet to an angle;

Thence turning an interior angle of 181°-00'-55" and continuing southeasterly, for a distance of one hundred sixty-nine and thirty seven hundredths (169.37) feet to a corner;

Thence turning an interior angle of 261°-38'-47" and running northeasterly, for a distance of seventy-two and seventy-two hundredths (72.72) feet to an angle;

Thence turning an interior angle of 229°-17'-26" and running northeasterly, for a distance of fifty-one and sixteen hundredths (51.16) feet to an angle;

Thence turning an interior angle of 236°-16'-53" and running northwesterly, for a distance of one hundred forty-three and sixty-six hundredths (143.66) feet to an angle;

Thence turning an interior angle of 155°-07'-13" and running northwesterly, for a distance of four hundred four ninety-eight and sixty-six hundredths (498.66) feet to a corner; said last eight courses bounded northwesterly, northeasterly, and southwesterly by land now or formerly of Newport Mini Storage LLC;

Thence turning an interior angle of 89°-15'-54" and running northeasterly, bounded northwesterly by land now or formerly of the State of Rhode Island, for a distance of one hundred seventy-two and ninety-eight hundredths (172.98) feet to a corner;

Thence turning an interior angle of 90°-00'-00" and running southeasterly, bounded northeasterly by land now of formerly of Field Associates and by the land now or formerly of Bayview Condominium Association, for a distance of one thousand one hundred eight and forty-seven hundredths (1108.47) feet to a corner;

Thence turning an interior angle of 259°-56'-02" and running northeasterly, bounded northwesterly by the land now or formerly of Bayview Condominium Association, for a distance of twenty and seventy-seven hundredths (20.77) feet to a corner;

Thence turning an interior angle of 72°-44'-15" and running southerly, for a distance of eight hundred sixty-five and eighty hundredths (865.80) feet to a corner;

Thence turning an interior angle of 89°-31'-37" and running westerly, for a distance of twenty-two and seventy-six hundredths (22.76) feet to a corner;

Thence turning an interior angle of 234°-13'-47" and running southwesterly, for a distance of twenty-four and eighty hundredths (24.80) feet to an angle;

Thence turning an interior angle of 244°-05'-27" and running southeasterly, for a distance of twenty-three and twelve hundredths (23.12) feet to a corner;

Thence turning an interior angle of 90°-00'-00" and running southwesterly, along the northwesterly line of Admiral Kalbfus Road, for a distance of four hundred three and ninety hundredths (403.90) to a point on the northeasterly highway line of JT Connell Highway for corner, said last five courses bounded southeasterly and southerly on land now or formerly of the State of Rhode Island;

Thence turning an interior angle of 90°-00'-00" and running northwesterly, along the northeasterly line of the JT Connell Highway, for a distance of two hundred nine and forty-one hundredths (209.41) feet to a corner;

Thence turning an interior angle of 204°-37'-08" and running northwesterly, for a distance of thirty-five and forty-one hundredths (35.41) feet to a corner;

Thence turning an interior angle of  $168^{\circ}-01'-30''$  and running northwesterly, for a distance of one hundred fifty-nine and seventy-seven hundredths (159.77) feet to a corner;

Thence turning an interior angle of  $159^{\circ}-51'-50''$  and running northwesterly, along the northeasterly line of the JT Connell Highway, for a distance of one thousand one hundred thirty-five and fifty-five hundredths (1135.55) feet to a point of curvature;

Thence curving to the right along the arc of a curve having central angle of  $14^{\circ}-06'-45''$  a radius of 1066.09 and an arc length of two hundred sixty-two and fifty-nine hundredths (262.59) to the place of beginning.

Said parcel contains 27.8 Acres more or less.

**EXHIBIT "B"**  
**COLLATERAL DESCRIPTION**

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:

0.1 LAND. The land at Newport Towne Center, Newport, 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").

0.2 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 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.

0.3 ITEMS NOT PART OF REALTY. 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.

0.4 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.

0.5 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").

0.6 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, to the extent of all amounts which may be secured by this Mortgage and all awards and proceeds of insurance for the Premises or any part thereof to which Mortgagor is entitled for any taking of or casualty to all or any part of the Premises.

1.7 HEDGING CONTRACT. All of Borrower's right title and interest under any Hedging Contract entered into by Borrower in connection with the acquisition of interest rate protection.