

## 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)
<div>Robinson &amp; Cole LLP One Boston Place, 25th Floor Boston, MA 02108 Attn: Amanda S. Eckhoff, Esq.</div>

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. MIDDLETOWN 1, LLC</b>				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
<b>c/o RK Centers, P.O. Box 111</b>		CITY <b>Dedham</b>	STATE <b>MA</b>	POSTAL CODE <b>02027</b>
		COUNTRY <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>		CITY <b>Boston</b>	STATE <b>MA</b>	POSTAL CODE <b>02109</b>
		COUNTRY <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/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>21550.0281 - Filed with the Rhode Island Secretary of State</b>	

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

MIDDLETOWN, RI

**PARCEL 1**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Middletown, County of Newport and State of Rhode Island, more particularly described as follows:

Commencing at a point in the Northerly line of East Main Road, which point marks the Southwesterly corner of land now or formerly of Henry Perry, et ux; thence running Northerly in a line forming an interior angle of  $88^{\circ} 11' 02''$  with the Northerly line of East Main Road, a distance of two hundred (200) feet to a point; thence turning and running in a line forming an interior angle of  $271^{\circ} 48' 58''$  with the last described line, along land now or formerly of Henry Perry, et ux, a distance of one hundred (100) feet to the Easterly line of land now or formerly of Anna B. MacBeth; thence turning and running Northerly in a line forming an interior angle of  $88^{\circ} 11' 02''$  along land now or formerly of Anna B. MacBeth a distance of eighty-seven and seventy-seven one-hundredths (87.77) feet to a point; thence continuing Northerly in a line forming an interior angle of  $177^{\circ} 56' 20''$  with the last described line along land now or formerly of Manuel M. Reis et ux, a distance of two hundred ninety-five and ninety-nine one-hundredths (295.99) feet to a point; thence continuing along the Easterly line of Manuel M. Reis et ux a distance of six hundred twenty-two one-thousandths (0.622) of a foot to a point; thence turning and running Easterly in a line forming an interior angle of  $94^{\circ} 12' 13''$  with the last described line, a distance of three hundred ninety-nine and ninety-three one-hundredths (399.93) feet to the right having a radius of two hundred (200) feet and an arch length of three hundred sixty-two and fifty-three one-hundredths (362.53) feet to the P.T. of said curve; thence turning and running in an interior angle off the long chord  $128^{\circ} 04' 43''$  a distance of one hundred forty-seven and twenty-three one-hundredths (147.23) feet to a point; thence running Southerly in a line forming an exterior angle of  $192^{\circ} 30' 44''$  with the last described line, a distance of two hundred and eighty-three one-hundredths (200.83) feet to a point; thence continuing Southerly in a line forming an exterior angle of  $155^{\circ} 19' 04''$  with the last described line, a distance of seventeen and eighteen one-hundredths (17.18) feet to the Northerly line of East Main Road; thence turning and running Westerly along the Northerly line of East Main Road, a distance of four hundred three and forty-three one-hundredths (403.43) feet to the point or place of beginning.

Containing 7.193 acres and being designated Parcel A on the certain plat entitled "A metes and bounds survey showing that certain tract of land belonging to the heirs of Jose Rose Alvernas, dated December 20, 1969, Scale 1" = 60', Malcolm E. Berrett, P. E. Portsmouth, Rhode Island."

**PARCEL 2**

All that certain lot or parcel of land, together with the building and improvements thereon, located in the Town of Middletown, County of Newport and State of Rhode Island bounded and described as follows:

SOUTHERLY: on East Main Road, one hundred (100) feet;

WESTERLY: by land now or formerly of Kenneth J. Alves, two hundred (200) feet;

NORTHERLY: by land now or formerly of Middletown Associates LLC, one hundred (100) feet; and

EASTERLY: by land now or formerly of Middletown Associates LLC, two hundred (200) feet.

BE ALL said measurements more or less or however otherwise the same may be bounded and

described.

EXCEPTING that certain portion of land taken by the R.I. Department of Transportation for the reconstruction of East Main Road, as shown on that certain plat entitled "R.I. Department of Transportation Reconstruction of East Main Road Bailey Brook to Enterprise Drive Plan No. 2558 Middletown, R.I. Sheet 1 of 1", and recorded in the Middletown Land Evidence Records.

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

**Debtor/Borrower: R.K. Middletown 1, LLC**

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 at 250-288 East Main Road, Middletown, Newport County, Rhode Island described in Exhibit "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 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 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, 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.