

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 style="border: 1px solid black; padding: 10px; min-height: 100px;"> David L. Doyle, Esquire Bernkopf Goodman LLP 2 Seaport Lane, 9th Floor Boston, MA 02210 </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				
Warwick Hotel Associates				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS		CITY	STATE	POSTAL CODE
1414 Atwood Avenue		Johnston	RI	02919
COUNTRY		USA		

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				
East Boston Savings Bank				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS		CITY	STATE	POSTAL CODE
67 Prospect Street		Peabody	MA	01960
COUNTRY		USA		

4 COLLATERAL This financing statement covers the following collateral:

All assets of the Debtor, whether now owned or hereafter acquired, including, without limitation, those more particularly described on Rider A 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: File with RI Secretary of State	

RIDER A
(to UCC Financing Statement)

Debtor: Warwick Hotel Associates
1414 Atwood Avenue
Johnston, RI 02919

Secured Party: East Boston Savings Bank
67 Prospect Street
Peabody, MA 01960

All right, title and interests of the Debtor now owned, or hereafter acquired, in, to and under, and all proceeds, products, substitutions and accessions of or to any of the following ("**Collateral**"), including, to the greatest extent possible, the portion of the Collateral described in Sections (a), (b) and (c) below ("**Mortgaged Premises**"):

(a) the plots, pieces or parcels of real property, commonly known as and numbered 801 Greenwich Avenue in Warwick, Rhode Island, and the rights and easements associated therewith ("**Land**"), and (ii) the buildings and improvements upon any of the foregoing ("**Improvements**") whether now existing or hereafter constructed, and all Debtor's estate, right, title, possession and interest therein, including any after-acquired title or reversion;

(b) all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, doorbell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by the Debtor, now or in the future contained in or on the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith, all to the extent now or hereafter owned by Debtor or in which Debtor now or hereafter has an interest;

(c) all easements, covenants, agreements and rights which are appurtenant to or benefit the Mortgaged Premises;

(d) all machinery, equipment, furniture, inventory, building supplies, and appliances, now or hereafter owned by the Debtor located at the Mortgaged Premises and used or useful in the operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof, including without limitation beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, Venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers,

radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other property of every kind and nature, whether tangible or intangible;

(e) all leases, contracts or agreements entered into, for the lease, rental, hire or use by the Debtor of any property of the same nature as the foregoing Subparagraphs (b) and (d) in connection with the operation, maintenance or occupation of the Mortgaged Premises;

(f) all leases (including any sub-leases or sub-tenancies thereunder), tenancies, and occupancies, whether written or not, regarding all or any portion of the foregoing subparagraphs (a) through (e) (hereinafter, the "**Leases**"), all guarantees and security relating thereto, together with all income and profit arising therefrom or from any of the foregoing Subparagraphs (a) through (e); including without limitation all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any function rooms, conference rooms, or other facilities or any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance and all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, including, without limiting the generality of the foregoing, (i) all accounts, contract rights, book debts, and notes arising from the operation of a hotel or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) Debtor's rights to payment from any consumer credit/charge card organization or entity which sponsors and administers credit or debit cards, including such cards as the American Express Card, the Visa Card or the Mastercard, (iii) Debtor's rights in, to and under all purchase orders for goods, services or other property, (iv) Debtor's rights to any goods, services or other property represented by any of the foregoing, (v) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the

part of Debtor) and (vi) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing, and all payments due or to become due thereunder (hereinafter, the "**Rental Payments**"), including, without limitation, all rent, additional rent, damages, insurance payments, taxes, insurance proceeds, condemnation awards, or any payments with respect to options contained therein (including any purchase option);

(g) all contracts and agreements (together with the easements, covenants, agreements and rights referred to in Subparagraph (c), above, and the leases, contracts, and agreements referred to in Subparagraph (e), above, hereinafter, the "**Contracts**") licenses, permits and approvals (hereinafter, the "**Licenses**"), including without limitation, any liquor licenses, and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraphs (a) through (f);

(h) all funds held by the Secured Party as tax or insurance escrow payments and all general intangibles, chattel paper, cash or monies, debt notes, commercial paper, trademarks, trade names, franchises, service marks, building names and logos, accounts receivable, contract rights, rights, claims and actions related to any of the foregoing, including for loss or damage arising from any defect in or with respect to the design, construction or installation of any of the foregoing;

(i) all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (h); including, without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC); all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (h); and all awards, damages, proceeds, or refunds from any state, local, federal or other takings of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (h); and

(j) All rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (i).

Capitalized terms used but not otherwise defined herein or in the Uniform Commercial Code shall have the meanings given them in the Mortgage made by the Debtor, to and in favor of the Secured Party.