

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
	T1H
B. E-MAIL CONTACT AT FILER (optional)	
	113826 001
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CSC 801 Adlai Stevenson Drive Springfield, IL 62703	

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				
WM Hotel Group LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
	CITY	STATE	POSTAL CODE	COUNTRY
	c/o First Bristol Corp., 10 No. Main Street	MA	02722	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 or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
Citizens Bank, N.A.				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS				
	CITY	STATE	POSTAL CODE	COUNTRY
	One Citizens Plaza	RI	02903	USA

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto and incorporated herein

Filed with RI Secretary of State's Office

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions); being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public Finance Transaction Manufactured Home Transaction A Debtor's Transferring Liability

6b. Check only if applicable and check only one box: Agriculture Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) Lessor/Lessor Consignor/Consignor Seller/Buyer: Bailee/Bailor Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA
Our File No. 1081-1138

EXHIBIT A

Debtor: WM Hotel Group I.LC
c/o First Bristol Corporation
10 North Main Street
P.O. Box 2516
Fall River, MA 02722

Secured Party: Citizens Bank, N.A.
One Citizens Plaza
Providence, RI 02903

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, a continuing security interest in 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 (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, franchise agreements and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY: All

proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

C. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

D. RECORDS: All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102 (a) (33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102 (a) (41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing,

heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Premises" shall mean the real estate of the Debtor located at 317 West Main Road, Middletown, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection

with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

1081-1138/3562286

EXHIBIT B

Description of Property

Mortgagor: WM HOTEL GROUP LLC

Property Address: 317 West Main Road, Middletown, Rhode Island

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

Beginning at a point in the easterly line of West Main Road at the northwesterly corner of the parcel herein described and the southwestery corner of land now or formerly of Kempenaar Real Estates, Inc., said point being four hundred eighty-six and 97/100 feet (486.97') southwestery, as measured in said easterly line of West Main Road, of the intersection of said easterly line of West Main Road with the southerly line of Commercial Street;

Thence running southeasterly, bounded northeasterly by said Kempenaar land, for a distance of two hundred twenty-four and 20/100 feet (224.20') to a point;

Thence turning an interior angle of 270° 00' 00" and running northeasterly, bounded northwesterly by said Kempenaar land, for a distance of one hundred sixteen and 00/100 feet (116.00') to a point;

Thence turning an interior angle of 90° 00' 00" and running southeasterly, bounded northeasterly by said Kempenaar land, for a distance of fifty-one and 84/100 feet (51.84') to a point;

Thence turning an interior angle of 270° 00' 00" and running northeasterly, bounded northwesterly by said Kempenaar land, for a distance of eighteen and 96/100 feet (18.96') to a point;

Thence turning an interior angle of 90° 00' 00" and running southeasterly, bounded northeasterly by said Kempenaar land, for a distance of one hundred thirty-six and 49/100 feet (136.49') to a point;

Thence turning an interior angle of 90° 00' 00" and running southwestery, bounded southeasterly by said Kempenaar land, for a distance of one hundred sixty-three and 41/100 feet (163.41') to a point;

Thence turning an interior angle of 270° 35' 56" and running southeasterly, bounded northeasterly by said Kempenaar land, for a distance of eighteen and 99/100 feet (18.99') to a point;

Thence turning an interior angle of 110° 10' 14" and running southwestery, bounded southeasterly by said Kempenaar land, for a distance of sixty-six and 55/100 feet (66.55') to a point on the northerly line of land now or formerly of George E. Zecher, Jr. and Julie L. Zecher;

Thence turning an interior angle of $90^{\circ} 00' 00''$ and running northwesterly, bounded southwesterly in part by said Zecher land and in part by land now or formerly of Kei-Di Zhang and Chun Qin Zhang for a distance of one hundred eight and $52/100$ feet (108.52') to a point at the northeasterly corner of Oak Street;

Thence turning an interior angle of $196^{\circ} 01' 18''$ and running southwesterly, bounded southeasterly by said Oak Street, for a distance of forty-three and $36/100$ feet (43.36') to a point at the northeasterly corner of land now or formerly of Robert J. Johnson and Theresa A. Johnson;

Thence turning an interior angle of $157^{\circ} 17' 25''$ and running northwesterly, bounded southwesterly by said Johnson land, for a distance of one hundred twenty-five and $00/100$ feet (125.00') to a point at the northeasterly corner of land now or formerly of Warren F. Hall;

Thence turning an interior angle of $186^{\circ} 42' 00''$ and running northwesterly, bounded southwesterly in part by said Hall land and in part by land now or formerly of Stopover Shelters of Newport County, for a distance of two hundred eleven and $43/100$ feet (211.43') to a point in said easterly line of West Main Road;

Thence turning an interior angle of $69^{\circ} 13' 07''$ and running northeasterly along said easterly line of West Main Road for a distance of two hundred sixty and $34/100$ feet (260.34') to the point and place of beginning.

The last described course forms an interior angle of $90^{\circ} 00' 00''$ with the first described course.

Said parcel is shown as "Parcel B, 103,231 Sq. Ft., 2.370 Acres, A.P. 108, Lot 131" on a plan entitled "Administrative Subdivision, Assessor's Plat 108, Lots 97-G, 131 and 193, West Main Road, Situated in Middletown, Rhode Island, Prepared For First Bristol Corporation, Prepared By John P. Caito, Civil Engineers," dated July 25, 2006, recorded September 22, 2006 at 11:18 a.m. as Plan No. 2006-38.

Together with the benefit of:

1. Reciprocal Easement and Maintenance Agreement by and among Island Hotel Group LLC, WM Hotel Group LLC and Kempenaar Real Estates, Inc., dated as of October 30, 2006, recorded October 31, 2006, at 12:01 p.m. in Book 1015, Page 59.
2. Access Easement contained in Declaration of Easements between Kempenaar Real Estates, Inc., and 7 Commercial Street, Inc., dated September 29, 1998, recorded December 15, 1998, at 12:38 p.m. in Book 480 at Page 244.