

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141							
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com							
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 34245 - THE <table style="width: 100%; border: none;"> <tr> <td style="border: none;">Lien Solutions</td> <td style="border: none; text-align: right;">73597207</td> </tr> <tr> <td style="border: none;">P.O. Box 29071</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Glendale, CA 91209-9071</td> <td style="border: none; text-align: center;">RIRI</td> </tr> </table>		Lien Solutions	73597207	P.O. Box 29071		Glendale, CA 91209-9071	RIRI
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P.O. Box 29071							
Glendale, CA 91209-9071	RIRI						
File with: Secretary of State, RI							

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 UOI-Waterfront Drive, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Kettle Point	East Providence	RI	02915	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 The Washington Trust Company				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
23 Broad Street	Westerly	RI	02891	USA

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

All assets of Debtor, now owned and hereafter acquired, including all proceeds and products thereof including, without limitation, the collateral described in Exhibit A attached hereto and made a part hereof.

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 is a Transmitting Utility

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

7. **ALTERNATIVE DESIGNATION (if applicable)** Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA**
 73597207 Joseph Confessore 14,415,000

EXHIBIT A

Debtor: UOI-Waterfront Drive, LLC
One Kettle Point
East Providence, RI 02915

Secured Party: The Washington Trust Company
23 Broad Street
Westerly, RI 02891

All of the Debtor's present and future right, title and interest in and to any and all assets, including without limitation the following personal property and fixture property, wherever located, whether such property be now owned, existing or hereafter acquired or created and all proceeds, accessions and products thereof (collectively, the "Collateral"):

- (a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including health care receivables, all amounts due to the Debtor from a factor without limitation; rights to payment of money under any Interest Rate Agreement or Swap Agreement or Hedging Agreement [as such terms are defined in that certain Loan Agreement by and between Debtor and Secured Party dated on or about the date of the filing of this UCC Financing Statement (the "Loan Agreement")]; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.
- (b) All Inventory, including without limitation all inventory materials, work in process and finished goods.
- (c) All Equipment, including without limitation all machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Debtor (including, but not limited to, the Equipment described in the attached Equipment description, if any).
- (d) All of the Debtor's deposit accounts with any bank or depository institution, including without limitation the "Government Payment Account" and the "Collection Account" (as described and defined in the Loan Agreement). The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.
- (e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property (as hereinafter defined) of every type. The Collateral shall include all liens, guaranties, security agreements, leases and other contracts, rights, remedies and privileges securing or otherwise relating to the foregoing, including the right of stoppage in transit.
- (f) All tax refunds of every kind and nature to which Debtor is now or may hereafter become entitled, however arising, including without limitation, loss carry back refunds;
- (g) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems; and (vii) all licenses and permits (whether issued by private parties or public authorities), and all agreements in respect

thereof. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

- (h) All negotiable and nonnegotiable documents of title covering any Collateral.
- (i) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.
- (j) All "Commercial Tort Claims" as defined in the UCC.
- (k) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (l) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.

Excluded from Collateral is Debtor's Class B Membership interest in UOI-Kettle Point, LLC, a Delaware limited liability company, on the terms and conditions set forth in Debtor's Security Agreement with Secured Party dated January 30, 2020.

Capitalized terms used herein and not otherwise defined herein (or as otherwise noted as defined in the Loan Agreement) shall be deemed to have the meanings ascribed to them in the Uniform Commercial Code enacted by the State of Rhode Island (the "UCC").