

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Robert A. Migliaccio, Esq. - 401-331-5700					
B E-MAIL CONTACT AT FILER (optional) rmigliaccio@cm-law.com					
C SEND ACKNOWLEDGMENT TO (Name and Address) <table border="1"> <tr> <td>Robert A. Migliaccio, Esq.</td> </tr> <tr> <td>Cameron & Mittleman, LLP</td> </tr> <tr> <td>301 Promenade Street</td> </tr> <tr> <td>Providence, Rhode Island 02908</td> </tr> <tr> <td>rmigliaccio@cm-law.com</td> </tr> </table>	Robert A. Migliaccio, Esq.	Cameron & Mittleman, LLP	301 Promenade Street	Providence, Rhode Island 02908	rmigliaccio@cm-law.com
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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 S-113 LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 1414 Atwood Avenue		CITY Johnston	STATE RI	POSTAL CODE 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 Rockland Trust Company				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 288 Union Street		CITY Rockland	STATE MA	POSTAL CODE 02370
				COUNTRY USA

4. COLLATERAL This financing statement covers the following collateral
Certain of Debtor's assets as more particularly set forth on Exhibit A attached hereto and incorporated by reference, including without limitation, all goods, accounts, 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 or used in connection with the real estate described on Exhibit B attached hereto and incorporated by reference (the "Premises"), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises.

5. Check only if applicable and check only 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 only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Licensee/Lessor	
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/Lessor	
8. OPTIONAL FILER REFERENCE DATA RI SOS	

EXHIBIT A

Debtor: 5-113 LLC
1414 Atwood Avenue
Johnston, Rhode Island 02919

Secured Party: Rockland Trust Company
288 Union Street
Rockland, Massachusetts 02370

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in 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 or used in connection with the Premises (hereinafter defined) or in any of the Improvements (hereinafter defined), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the Improvements, including without limitation the following (all of which are hereinafter collectively referred to as the "Collateral"):

(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 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 Mortgaged Property (defined as the Premises and the Improvements), 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 Mortgaged Property hereunder, to take and use any name by which the Mortgaged

Property is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

(f) **OTHER AGREEMENTS:** To the extent assignable under applicable law, all of the Debtor's interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates, to the extent of the Debtor's interest therein, including, without limitation, any and all rights, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any and all payments, disbursements, distributions or proceeds owing, payable or required to be delivered to the Debtor under any Interest Rate Cap Agreements.

DEFINITIONS:

"Improvements" means all buildings and improvements now or hereafter situated upon the Premises, together with all fixtures and tangible personal property now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon.

"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 instrument 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 555 Greenwich Avenue, Warwick, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

That certain tract or parcel of land with all buildings and improvements thereon situated on the southwesterly side of Route (Greenwich Avenue) in the City of Warwick, County of Kent, and State of Rhode Island is herein bounded and described;

Beginning at the most northwesterly corner of the herein described parcel, said point being at or near a Rhode Island Highway Bound, located at station 381+71.11 one hundred fifty and 00/100 (150.00') feet right Plat No. 1218 or station 69+53.74 right fifty and 00/100 (50.00') right Plat No. 1500;

Thence proceeding along the arc of a curve in a counter clock direction with a radius of two thousand eight hundred fourteen and 79/100 (2814.79') feet and a delta angle of 7°42'13" a distance of three hundred seventy eight and 46/100 (378.46') feet to a point, said point being at or near a Rhode Island Highway Bound, located at station 73+38.92 right fifty and 00/100 (50.00') feet;

Thence proceeding south 34°43'45" east a distance of one hundred sixty two and 96/100 (162.96') feet to a point at or near a Rhode Island highway Bound, located at station 75+01.88 right fifty and 00/100 (50.00') feet;

Thence proceeding along the arc of a curve in a counter clock direction with a radius of two thousand two hundred forty one and 83/100 (2241.83') feet and a delta angle of 00°57'44" a distance of thirty seven and 64/100 (37.64') feet to a point;

Thence proceeding south 26°19'55" east a distance of one hundred fifty five and 95/100 (155.95') feet to a point;

Thence proceeding along the arc of a curve in a clock wise direction with a radius of two thousand one hundred ninety and 50/100 (2190.50') feet and a delta angle of 02°02'39" a distance of seventy eight and 15/100 (78.15') feet to a point;

Thence continuing along the arc of said curve with a radius of two thousand one hundred ninety and 50/100 (2190.50') feet and a delta angle of 02°52'48" a distance of one hundred ten and 10/100 (110.10') feet to a point;

Thence proceeding south 25°54'51" east a distance of sixty seven and 00/100 (67.00') feet to a point;

Thence proceeding south $25^{\circ}54'51''$ east a distance of ninety six and $12/100$ (96.12') feet to a point;

Thence proceeding along the arc of a curve in a clock wise direction with a radius of two thousand one hundred ninety nine and $50/100$ (2199.50') feet and a delta angle of $05^{\circ}25'07''$ a distance of two hundred eight and $01/100$ (208.01') feet to a point;

Thence proceeding south $14^{\circ}34'45''$ east a distance of forty eight and $35/100$ (48.35') feet to a point;

Thence proceeding along the arc of a curve in a clock wise direction with a radius of two thousand one hundred ninety nine and $50/100$ (2199.50') feet and a delta angle of $03^{\circ}23'06''$ a distance of one hundred twenty nine and $95/100$ (129.95') feet to a point

Thence proceeding south $04^{\circ}07'06''$ east a distance of forty three and $92/100$ (43.92') feet to a point;

Thence proceeding south $09^{\circ}31'22''$ east a distance of two hundred fifty eight and $20/100$ (258.20) feet to a point said point being the intersection of the southwesterly highway line of Greenwich Avenue (State Rte 5) with the northerly highway line of State Rte. 113, the last ten (10) courses run along the southwesterly highway line and freeway line of Greenwich Avenue (State Rte. 5) State Highway Plat No. 2628;

Thence proceeding south $32^{\circ}46'54''$ west a distance of two hundred sixteen and $29/100$ (216.29') feet to a point;

Thence proceeding south $77^{\circ}18'38''$ west a distance of two hundred eighty five and $77/100$ (285.77') feet to a point;

Thence continuing south $77^{\circ}18'38''$ west a distance of one hundred sixty five and $77/100$ (165.77') feet to a point;

Thence proceeding north $12^{\circ}19'29''$ west a distance of two hundred forty two and $43/100$ (242.43') to a point, the last four (4) courses run along the northerly highway line of State Route 113 State Highway Plat No. 2628;

Thence proceeding north $13^{\circ}16'58''$ west a distance of one hundred seventy one and $56/100$ (171.56') feet to a point;

Thence proceeding north $73^{\circ}55'05''$ west a distance of five hundred six and $80/100$ (506.80') feet to granite bound;

Thence continuing north $73^{\circ}55'05''$ west a distance of four ($4' \pm$) feet more or less to a point on the bank of the Pawtuxet River, the last two (2) courses bounded easterly by land now or formerly of the City of Warwick;

Thence following along the bank of said river a distance of seven hundred six ($706 \pm'$) feet more or less to a point on the southerly highway line of Interstate Route 95, the last course bounded southerly by land now or formerly of The City of Warwick;

Thence proceeding along the arc of a curve in a clock wise direction with a radius of four thousand four hundred fifty and $00/100$ ($4450.00'$) feet and a delta angle of $10^{\circ}46'39''$ a distance of eight hundred thirty seven and $06/100$ ($837.06'$) feet to the point and place of beginning, bounded northwesterly by Interstate Route 95;

Said parcel is subject to easements of record.

Said parcel contains 1,280,770 square feet or 29.4 acres more or less.