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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) Lien Solutions PO Box 29071 Glendale, CA 91209-9071 Order 86773841

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 Union Mill, LLC				
OR	1b INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS 334 Knight Street, Unit 11201		CITY Warwick	STATE RI	POSTAL CODE 02886
				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 The Washington Trust Company				
OR	3b INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c MAILING ADDRESS 23 Broad Street		CITY Westerly	STATE RI	POSTAL CODE 02891
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral

All project contracts as more particularly set forth on Schedule A attached hereto.

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 SOS

SCHEDULE A

All of Debtor's right, title and interest in and to: (i) any and all construction contracts (collectively, the "Construction Contract") with any and all contractors (including Knight Construction LLC) (collectively, the "Contractor") for the renovation of Building S1, located at 334 Knight Street, Warwick, Rhode Island, into 20 apartment units (the "Project"), in accordance with plans, drawings and specifications heretofore exhibited to Secured Party and initialed by Secured Party and Debtor and various other contracts with architects, engineers, subcontractors, draftsmen, etc. (the "Other Parties") with respect to the Project (collectively the "Project Contracts"), and each of them, together with all the rights, privileges and appurtenances now or hereafter in any way belonging or pertaining thereto, and (ii) all permits at any time secured by Debtor with respect to the Project, including without limiting the generality of the foregoing, all water, sewer-tap in, building, access and curb cut permits and (iii) all "Plans" (as defined in that certain Construction Loan Agreement between Debtor and Secured Party) prepared with respect to the Project.

All of Debtor's right, title and interest in, to and/or under (i) any warranties or representations made by the Contractor, or any of the Other Parties whether or not contained in the Project Contracts, and (ii) any labor and/or materials performance bonds running in favor of Debtor to the extent permissible under the terms thereof.