

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) Robert A. Migliaccio, Esq. Cameron & Mittleman, LLP 301 Promenade Street Providence, Rhode Island 02908 rmigliaccio@cm-law.com

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 UCC*Ad)

1a ORGANIZATION'S NAME Amalgamated Financial Group IV				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1414 Atwood Avenue	Johnston	RI	02919	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 UCC*Ad)

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 Bluestone Bank				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
756 Orchard Street	Raynham	MA	02767	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 UCC*Ad 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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
6b Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensee

8 OPTIONAL FILER REFERENCE DATA
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 (collectively, the "Contractor") for the construction of site work, outparcel buildings and tenant improvements on land owned by Debtor located at 675 Beverage Hill Avenue, Pawtucket, and 52 Narragansett Park Drive, East Providence, Rhode Island (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.