

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional) Robert A. Migliaccio, Esq. - 401-331-5700
B E-MAIL CONTACT AT SUBMITTER (optional) rmigliaccio@cm-law.com
C SEND ACKNOWLEDGMENT TO (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Robert A. Migliaccio, Esq. Cameron & Mittleman, LLP 301 Promenade Street Providence, Rhode Island 02908 rmigliaccio@cm-law.com </div>
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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 Mutual Properties 222 Metro LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One James P. Murphy Highway, Suite 200	West Warwick	RI	02893	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 BankNewport				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
184 John Clarke Road	Middletown	RI	02842	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 <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"/> Lessor/Lessee <input type="checkbox"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailee <input type="checkbox"/> Licensor/Licensee	
8. OPTIONAL FILER REFERENCE DATA RI SOS	

EXHIBIT A

Debtor: Mutual Properties 222 Metro LLC
One James P. Murphy Highway, Suite 200
West Warwick, Rhode Island 02893

Secured Party: BankNewport
184 John Clarke Road
Middletown, Rhode Island 02842

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, 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) **APPURTENANT RIGHTS:** Any and all (i) reservation agreements, agreements of sale, options to purchase, easements, development agreements, licenses, permits or other agreements affecting the ownership or operation of the Premises or any part thereof, whether now existing or hereafter entered into by the Debtor, (ii) licenses, permits, approvals, approved plans, certificates and agreements with or from all boards, agencies, departments, authorities, governmental or otherwise, relating, directly or indirectly, to the ownership, use, operation and maintenance of the Premises, whether heretofore or hereafter issued or executed, and (iii) rights, privileges, parking rights, reserves, escrows and appurtenances belonging to or inuring to the benefit of the Premises.

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 the indebtedness, obligations and liabilities of the Debtor to the Secured Party with respect to the Debtor's unconditional guaranty of the payment and performance of certain of the obligations and agreements of 289 Kilvert LLC, a Rhode Island limited liability company to the Secured Party.

"Premises" shall mean the real estate of the Debtor located at 222 Metro Centre Blvd., Warwick, Rhode Island, which real estate is more particularly described on **Exhibit B** attached hereto and incorporated herein by reference.

EXHIBIT B

That certain parcel or tract or land together with all buildings and improvements thereon, situated on Altieri Way, in the City of Warwick, County of Kent, State of Rhode Island, laid out and designated as Lot No. 6 (six) on that plat entitled, "PLAT LAYOUT SECTION III, METRO CENTER SOUTH, WARWICK, RHODE ISLAND FOR ALTIERI ASSOCIATES, SCALE 1" = 200' Jan., 1987", which said plat is recorded in the Office of the City Clerk of the City of Warwick on Plat Card 784.

222 Metro Center
Boulevard, Warwick,
RI Plat 276 Lot 20