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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Robert A. Migliaccio, Esq.
Cameron & Mittleman, LLP
56 Exchange Terrace
Providence, RI 02903

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME North Attleboro Marketplace, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1414 Atwood Avenue			CITY Johnston	STATE RI	POSTAL CODE 02919	COUNTRY USA
1d. TAX ID # NOT REQUIRED IN RHODE ISLAND	SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION RI	1g. ORGANIZATIONAL ID #, if any 89912 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID # NOT REQUIRED IN RHODE ISLAND	SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Citizens Bank of Rhode Island						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS One Citizens Plaza			CITY Providence	STATE RI	POSTAL CODE 02903	COUNTRY USA

4. 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. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. <input type="checkbox"/> TO REQUEST A SEARCH REPORT, FILE A UCC11 [if applicable]					

8. OPTIONAL FILER REFERENCE DATA

To be filed with the RI Secretary of State.

EXHIBIT A

Debtor: North Attleboro Marketplace, L.L.C.
1414 Atwood Avenue
Johnston, Rhode Island 02919

Secured Party: Citizens Bank of Rhode Island
One Citizens Plaza
Providence, Rhode Island 02903

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, 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, the right, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any sums payable to the Debtor thereunder.

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 on Route 1 in North Attleboro, Massachusetts, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference. This Financing Statement is intended to be a fixture filing and as such, it shall also be filed for record with the Bristol County Registry of Deeds (North District).

EXHIBIT B

That certain lot or parcel of land, with all the buildings and improvements thereon, situated in North Attleboro, County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southwesterly corner of Lot 1B on the easterly sideline of South Washington Street (U.S. Route 1) further described as P.O.B. (Lot 1B) on "Title Plan of Land Wal-Mart at South Washington Street in North Attleborough, MA" dated October 4, 1996, latest revision date of 11/20/96, prepared by Baylor Consulting Group, Inc.

Thence N 18°-30'-03" E: along US Route 1 (South Washington Street) six hundred thirty-three and thirty-four hundredths (633.34) feet along Route 1 to a point;

Thence N 20°-38'-18" E: Ninety-five and eight hundredths (95.08) feet to a point;

Thence S 68°-32'-59" E: Along Lot 1C one hundred forty-six and eighty-six hundredths (146.86) feet to a point;

Thence S 37°-33'-18" E: Nineteen and no hundredths (19.00) feet to a point;

Thence S 69°-21'-42" E: Ninety-four and twenty-seven hundredths (94.27) feet to a point;

Thence S 37°-33'-18" E: Nineteen and eighty-nine hundredths (19.89) feet to a point;

Thence N 52°-26'-42" E: Forty-Five and no hundredths (45.00) feet to a point;

Thence N 37°-33'-18" W: Twenty-two and fifty-four hundredths (22.54) feet to a point;

Thence N 41°-54'-39" E: One hundred twenty-nine and eighty-nine hundredths (129.89) feet to a point;

Thence N 35°-20'-19" E: Forty-eight and seventy-seven hundredths (48.77) feet to a point;

Thence N 54°-39'-41" W: Three hundred nine and ninety-four hundredths (309.94) feet to a point;

Thence northeasterly on a curve to the right with a radius of eighty-one and no hundredths (81.00) feet and an arc length of thirty-two and seventy-seven hundredths (32.77) feet to a point;

Thence N 20°-38'-18" E: Eighty-five and no hundredths (85.00) feet to a point;

Thence N 07°-40'-39" W: One hundred forty-five and forty-seven hundredths (145.47) feet to a point;

Thence S 54°-39'-41" E: Along Lot 1A one hundred eighty-three and fifty-five hundredths (183.55) feet to a point;

Thence S 35°-20'-19" W: Twenty-eight and ninety hundredths (28.90) feet to a point;

Thence S 54°-39'-41" E: Five hundred seventy-two and eighty-two hundredths (572.82) feet to a point;

Thence S 07°-02'-25" E: One hundred three and twenty-four hundredths (103.24) feet to a point;

Thence S 35°-20'-19" W: One hundred thirty-six and forty-one hundredths (136.41) feet to a point;

Thence S 49°-46'-57" E: One hundred fifty-two and seven hundredths (152.07) feet to a point on the Attleboro and North Attleborough Town Line;

Thence S 52°-32'-54" W: One thousand one hundred eighteen and ninety-three hundredths (1,118.93) feet to a point;

Thence N 30°-07'-34" W: Three hundred forty-five and forty-four hundredths (345.44) feet to the point of beginning.

Together with the benefit of and subject to the burden of the Easements with Covenants and Restrictions Agreement by and between Wal-Mart Stores, Inc. and Alfred Carpionato recorded with the Bristol County Northern District Registry of Deeds in Book 6267 at Page 179; as affected by Amendment to Easements with Covenants and Restrictions Affecting Land recorded in Book 9630 at Page 342, as may be amended from time to time.

Together with the benefit of and subject to the burden of the Reciprocal Easement Agreement by and between Alfred Carpionato and North Attleboro Marketplace, LLC dated November 20, 1996 and recorded in Book 6957 at Page 217 with the Bristol County Northern District Registry of Deeds; as may be amended from time to time in and to such portions of Parcels B and C as shown on the hereinabove described plan; as corrected by Corrective Deed from Alfred Carpionato to North Attleboro Marketplace II, LLC recorded with the Bristol County Northern District Registry of Deeds in Book 8784 at Page 166; as corrected by Second Corrective Deed from Alfred Carpionato to North Attleboro Marketplace II, LLC recorded in Book 8847 at Page 99 in the Bristol County Northern District Registry of Deeds; as affected by Amendment to Reciprocal Easement Agreement dated May 11, 2001 and recorded in Book 9630 at Page 333.