UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional]
Joan Britland 401-348-1200 ext. 8248

B. SEND ACKNOWLEDGMENT TO: [Name and Address]

The Washington Trust Company
10 Weybosset Street, Suite 100
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			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Weiss	Howard		

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
36 Branch Avenue	Providence	RI	02904	USA

1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Individual	Rhode Island	☑ 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 #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ 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			
The Washington Trust Company			
OR			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
23 Broad Street	Westerly	RI	02891	USA

4. This FINANCING STATEMENT covers the following collateral:

All tangible and intangibles personal property and fixtures of Debtor, whether now owned or hereafter acquired, or in which Debtor may now or hereafter have an interest, as more particularly described on Exhibit A attached hereto and made a part hereof, all proceeds of all of the foregoing.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A

UCC-1 FINANCING STATEMENT
STATE OF RHODE ISLAND

DEBTOR: Howard Weiss d/b/a Livingston Land Company
36 Branch Avenue
Providence, Rhode Island 02904

SECURED PARTY: The Washington Trust Company
23 Broad Street
Westerly, RI 02891

This financing statement is only intended to cover Collateral on the Debtor's property located at 30 Livingston Street, Providence, Rhode Island (the "Premises"):

1. Deposited Funds: Any and all sums deposited with Mortgagee for payment of Impositions and insurance premiums.

2. Lease: Each and every agreement providing for use or occupancy of all or any part of the Mortgaged Property, whether written or oral, whether now existing or hereafter arising, and any and all amendments, renewals and extensions thereof.

3. Licenses: Any and all franchises, licenses, permits, approvals and assents, whether issued by a Governmental Authority or otherwise, relating to construction on the Premises or any part thereof, or the use, operation or occupancy of the Premises and Improvements or any part thereof.

4. Personal Property: Any and all fixtures, machinery, equipment and other personal property of every kind, now or hereafter located in or upon or affixed to the Premises or Improvements, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Mortgagor, or in which Mortgagor now or hereafter has an interest, including, without limitation, any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus, (ii) gas, water and electrical equipment, (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors, (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings, (v) all licenses, permits or approvals of any kind from any governmental or quasi-governmental authority, any construction contracts, management contracts, engineer's contracts, subcontractor's contracts, architect's contracts, plans and specifications, payment and performance bonds, and any other rights and benefits in the nature of the foregoing; and (vi) any and all renewals of, replacements, accessions or additions to, substitutions for and proceeds and products of any and all of the foregoing.

5. Proceeds: Any and all proceeds payable or paid for or with respect to or as a result of damage or loss to the Premises, Improvements and Personal Property, or any part thereof, including, without limitation, insurance proceeds, and all awards in connection with any condemnation or other taking of the Premises, Improvements and Personal Property, or any part thereof, or for conveyance in lieu thereof.

6. Rents: Any and all rents and other payments of every kind due or payable and to become due or payable to Mortgagor by virtue of the Leases, or otherwise due or payable and to become due or payable to Mortgagor as the result of any use, possession or occupancy of all or any part of the Mortgaged Property.

7. Any and all issues, benefits and profits of the Premises and/or Improvements;

   (a) the Leases and Rents;

   (b) the Proceeds;

   (c) the Deposited Funds.

8. Any and all records and books of account now or hereafter maintained by Mortgagor in connection with the operation of the Premises, Improvements and Personal Property or any part thereof.

9. All of Mortgagor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Mortgagor in connection therewith.