		•			
	G STATEMENT NS (front and back) CAREFULLY				
NAME & PHONE OF	CONTACT AT FILER (optional)				
	GMENT TO: (Name and Address)				
Pan	tridge Snow & Hahn LLP				
180	South Main Street				
L_ Pro	vidence, Rhode Island 02903				
DERTOR'S EYACT	FULL LEGAL NAME - insert only one debtor name (1a		SPACE IS FO	R FILING OFFICE US	E ONLY
1a. ORGANIZATION'S	NAME	Or 10/- do not abbreviate of combine names	·		
Unicom Realty, LLC		le inoct vivie	- Luoni e	LIA ÉS	In the late
1b. INDIVIDUAL'S LAS	NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
I MAILING ADDRESS 1026 Park Eas	t Drive	Woonsocket	STATE RI	POSTAL CODE 02895	COUNTR
TAX ID #: SSN OR EIN	ADD'L INFO RE 16. TYPE OF ORGANIZATION ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any 110331		
ADDITIONAL DEBTO	OR'S EXACT FULL LEGAL NAME - Insert only one of	debtor name (2a or 2b) - do not abbreviate or comb	ine names		
ZZ. ONGANZATIONS	TAINE				
2b. INDIVIDUAL'S LAS	T NAME	FIRST NAME	MIDDLE NAME		SUFFIX
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	S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only one secured party name (3a or 3	b)		
3a. ORGANIZATION'S		FIRST NAME	MIDDLE	NAME	SUFFIX
		1			COUNTR
3a. ORGANIZATION'S Bank Rhode		СПҮ	STATE	POSTAL CODE 02903	USA

All Debtor's Improvements and Fixtures and Personal Property, machinery, equipment, carpets, appliances, cabinets, sinks, Premiums, Awards, Leases, Rentals and Other Payments, now owned or hereafter acquired, but not limited to those items set forth on Exhibit A attached hereto and incorporated herein by reference, all in connection with the real estate located at 1026 Park East Drive in Woonsocket, Rhode Island (the "Real Estate"), as more particularly described on Exhibit B, attached hereto and incorporated herein by reference. The owner of the said Real Estate is the Debtor.

	· · · · · · · · · · · · · · · · · · ·							
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CON	NSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER	AG, LIEN NON-UCC FILING					
This FINANCING STATEMENT is to be filed [for record] (or recorded) in the Rt ESTATE RECORDS. Attach Addendum Ilf apple.		(T(S) on Debtor(s) [optional] Ai	Il Debtors Debtor 1 Debtor 2					
8. OPTIONAL FILER REFERENCE DATA								
026726 To be filed with the Phode Island Secre	stanu of State							

926736 - To be filed with the Rhode Island Secretary of State

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Unicom Realty, LLC 1026 Park East Drive Woonsocket, Rhode Island 02895

Attn: Michael Davis

Secured Party:

Bank Rhode Island One Turks Head Place Providence, Rhode Island 02903 Attn: William C. Tsonos

Senior Vice President

The following terms shall have the following meanings:

<u>COLLATERAL</u>: All manner of machinery, equipment, carpets, appliances, cabinets, sinks, Improvements and Fixtures and Personal Property now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real estate located at 1026 Park East Drive, Woonsocket, Rhode Island, as more particularly described on <u>Exhibit B</u> attached hereto and incorporated herein by reference (collectively, the "Land").

IMPROVEMENTS: All buildings and improvements now or hereafter constructed upon the Land.

FIXTURES AND PERSONAL PROPERTY: All personal property, equipment and fixtures of every kind and nature whatsoever, now or hereafter located or constructed in, upon or about the Land and Improvements, or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Land and Improvements, and all renewals and replacements thereof and additions and accessions thereto (hereinafter collectively referred to as the "Fixtures and Personal Property"). The Fixtures and Personal Property shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Debtor in and to any Fixtures and Personal Property which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of Secured Party under the Mortgage, Security Agreement and Collateral Assignment of Rents and Leases (the "Mortgage"), and Debtor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by the Secured Party to confirm, preserve, and enforce the lien of the Mortgage on any Fixtures and Personal Property; and all the proceeds and products of all Fixtures and Personal Property, including, but not limited to, any deposits or payments now or hereafter made thereon. All the right, title and interest of Debtor, now or hereafter, in or to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Land; and all and singular the privileges, tenements, hereditaments, licenses, easements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock,

and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Land.

<u>PREMIUMS</u>: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, the Improvements, the Fixtures and Personal Property and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

AWARDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Land, to the extent of all amounts which may be secured by the Mortgage, at the date of receipt of any such award or payment by Secured Party or Debtor incurred by Secured Party in connection with the collection of such award or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

LEASES: All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Land and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor (all such tenancies, subtenancies, leases, subleases, agreements, renewals and extensions are herein individually called a "Lease" and collectively called "Leases"), and all of the Rentals and other Payments, hereinafter defined, which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of the Land from all of the occupants, tenants, lessees, subtenants and sublessees (individually a "Tenant" and collectively "Tenants") now and from time to time hereafter occupying the Land or any portion thereof under or on account of the Leases, to be held as security for the payment and performance of all of the obligations.

RENTALS AND OTHER PAYMENTS: All revenues, rents, issues and profits from the Land and all Leases and all other sums now or hereafter paid or payable to Debtor by Tenants now or hereafter occupying the Land or any portion thereof under or by reason of all existing and future Leases of the whole or any part of the Land, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any Tenant of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Land, proceeds of rental insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any Lease of the whole or any portion of the Land or of the obligations of any Tenant under such Lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Land by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Land or any portion thereof, and all sums paid pursuant to settlement with or judgment against any Tenants relating to any alleged breach of any Lease.

EXHIBIT B TO UCC-1 FINANCING STATEMENT

Legal Descriptions

EXHIBIT A - LEGAL DESCRIPTION

Parcel I

A certain lot or parcel of land thereon on the northerly side of Park East Drive (extension), in the City of Woonsocket, County of Providence and State of Rhode Island and shown as Lot 3, on plan entitled "Administrative Subdivision for Redevelopment Agency of Woonsocket, re-plat of lots 2 & 3, Highland Corporate Park Expansion, Woonsocket, RI, February 23, 2000", Scale: 1 inch = 80 feet, Bibeault & Florentz Associates, Inc., Woonsocket, RI, which plan was recorded in the Land Evidence Records in the City of Woonsocket on March 3, 2000 at 11:49 a.m. in Book 21 at page 96.

Said lot being more particularly bounded and described as follows, viz:

Beginning at a point on the northerly side of aforesaid Park East Drive (extension), said point being the most southeasterly corner of lot 4, also being the most northeasterly corner of the parcel herein described:

Thence: S 07°-45'-18" W, with aforesaid northerly side of Park East Drive (extension), one hundred forty-four and twenty-three one hundredths (144.23') feet to a point of curve, at a Rhode Island Highway Bound;

Thence: southwesterly with the northerly side of Park East Drive (extension), on a curved line to the right having a radius of two hundred seventy-two (272.00') feet for a distance of one hundred fifty-two and nine one hundredths (152.09') feet to a point of tangent, at a Rhode Island Highway Bound;

Thence: S 39°-47'-36" W, continuing with northerly side of Park East Drive (extension), six hundred sixty-six and sixty-three one hundredths (666.63') feet to lot 2;

Thence: N 50°-12'-24" W, one hundred eighty-three and six tenths (183.60') feet to an angle;-

Thence: N 21°-26'-34" W, continuing with lot 2, four hundred ninety-two and seventy-nine one hundredths (492.79') feet to land of Iron Rock Brook Conservation Area;

Thence: N 68°-33'-26" E, three hundred (300.00') feet to an angle;

Thence: S 65°-59'-31" E, three hundred fifty-five and sixty-seven one hundredths (355.67') feet to an angle;

Thence: N 35°-41'-02" E, three hundred sixteen and five one hundredths (316.05') feet to lot 4, the last three (3) lines bounding on said land of Iron Rock Brook Conservation Area;

Thence: S 82°-14'-42" E, thirty-nine and seventy-three one hundredths (39.73') feet to the point or place of beginning.

Parcel II

Beginning at a point which is the northeasterly corner of Lot 2 on plan entitled "Administrative Subdivision for Redevelopment Agency of Woonsocket, re-plat of Lots 2 & 3, Highland Corporate Park Expansion, Woonsocket, RI, February 23, 2000," Scale: 1 inch = 80 feet, Bibeault & Florentz Associates, Inc., Woonsocket, RI, which plan is recorded Plan Book 21 Page 96 of Woonsocket Land Evidence Records, which point is also the northwesterly corner of the herein described parcel;

Thence, S. 21° 26′ 34″ E., four hundred ninety two and seventy nine hundredths (492.79) feet to a point in the southeasterly line of said Lot 2 on said plan, which point is also the southeasterly corner of the herein described parcel;

Thence, N. 50° 12' 24" W., sixty-two and thirty four hundredths (62.34) feet to a point;

Thence, N. 21° 26' 34" W., four hundred thirty eight and thirteen hundredths (438.13) feet to a point at land of the City of Woonsocket known as the Iron Rock Brook Conservation Area;

Thence, N. 68° 33' 26" E., bounding on said City of Woonsocket Land thirty (30) feet to the point and place of beginning.

Said parcel is shown as "30' STRIP OF LAND TO BE CONVEYED TO LOT 13 FROM LOT 12-13,964 SQ. FT." on that certain plan entitled "Administrative Subdivision for Redevelopment Agency of Woonsocket, 169 Main Street, Woonsocket, RI 02895 at Highland Corporate Park Extension AP 59 Lots 10, 12 and 13 Woonsocket, RI November, 2000 Scale: 1" = 80'."