

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jessica Davis
Edwards Angell Palmer & Dodge LLP
2800 Financial Plaza
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
3000 North LLC

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS

c/o Carpiionato Properties, Inc., 1414 Atwood Avenue

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **limited liability co** 1f. JURISDICTION OF ORGANIZATION **Rhode Island** 1g. ORGANIZATIONAL ID #, if any **170972** ☐ 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

2c. MAILING ADDRESS

2d. **SEE INSTRUCTIONS** 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
Sovereign Bank

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS

One Financial Plaza, Mail Code: RI1 TWR 04-30

Providence **RI** **02903** **US**

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ 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 ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with: Rhode Island Secretary of State Additional pages: 4

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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EXHIBIT A
TO UCC-1 FINANCING STATEMENT

Debtor: 3000 North LLC
c/o Carpionato Properties, Inc.
1414 Atwood Avenue
Johnston, Rhode Island 02919

Secured Party: Sovereign Bank
One Financial Plaza
Mail Code: RI1 TWR 04-30
Providence, Rhode Island 02903

All fixtures and all tangible and intangible personal property of Debtor of every kind and description and wherever located, in each case whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, including, without limitation:

(a) All fixtures, machinery, equipment, furniture, inventory, building supplies, appliances and other articles of personal property (hereinafter collectively referred to as the "**Personal Property**"), including, but not limited to, all furniture, motor vehicles, gas and electric fixtures, radiators, heaters, furnaces, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, commodes, basins, pipes, faucets and other plumbing, heating and air conditioning equipment, mirrors, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, light fixtures, signs, lawn equipment, water heaters, and cooking apparatus and appurtenances, and all other fixtures and equipment now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the Land or the Improvements, whether installed in such a way as to become a part thereof or not, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of Debtor in and to any of the foregoing now owned or hereafter acquired by Debtor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Improvements as between the parties hereto and all persons claiming by, through or under them;

(b) All right, title and interest of Debtor in and to all policies of insurance, licenses, franchises, permits, service contracts, maintenance contracts, property management agreements, equipment leases, tradenames, trademarks, servicemarks, logos, goodwill, instruments, accounts, chattel paper, electronic chattel paper, letters of credit, letter-of-credit rights, deposit accounts, any interest rate swap and other interest rate protection agreements of Debtor relating to the obligations of Debtor to Secured Party, supporting obligations, payment intangibles, and general intangibles, as defined or described in the Uniform Commercial Code as enacted in the State of Rhode Island ("**UCC**"), which in any way now or hereafter belong, relate or appertain to the Land, the Improvements or the Personal Property or any part thereof now owned or hereafter acquired by Debtor, including, without limitation, all condemnation payments, insurance proceeds and escrow funds (hereinafter referred to as the "**Intangible Property**");

Exhibit A (continued)

Debtor: 3000 North LLC

Secured Party: Sovereign Bank

(c) All present and future leases, tenancies, occupancies and licenses, whether written or oral ("Leases"), of the Land, the Improvements, the Personal Property and the Intangible Property, or any combination or part thereof, and all income, rents, issues, royalties, profits, revenues, security deposits and other benefits of the Land, the Improvements, the Personal Property and the Intangible Property, from time to time accruing, all payments under Leases, and all payments on account of oil and gas and other mineral Leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same;

(d) All the right, title, interest of Debtor in and to all construction contracts, subcontracts, architectural agreements, labor, material and payment bonds, guaranties and warranties, and plans and specifications relating to the construction of Improvements on the Land, whether now or hereafter existing, including, without limitation (i) any architectural or engineering agreement entered into with respect to the design of said Improvements and other architectural or engineering services, (ii) the plans and specifications for the construction of said Improvements prepared by the architect, and (iii) any contractor's agreement entered into with respect to construction of Improvements on the Land;

(e) All of Debtor's interest in and to any sales contracts, whether now or hereafter existing, relating to any condominium units located or to be located on the Land, together with any proceeds thereof, including without limitation, any deposits;

(f) all proceeds, products, substitutions and accessions of the foregoing, of every type including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(g) all books, records, documents, computer tapes and discs relating to all of the foregoing, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(h) to the extent not otherwise included in the foregoing, all Accounts, Chattel Paper, Hotel Contracts, Documents, Equipment, General Intangibles, Instruments, Inventory, Trademarks, trademark licenses, vehicles, and all Proceeds and products of any and all of the foregoing and all fees, charges, accounts, and other payments for the use or occupancy of rooms and other public facilities in the Improvements ("Trademarks" shall be defined to include trademarks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all renewals thereof; all other defined terms in this subparagraph are defined in the Uniform Commercial Code in effect in the State of Rhode Island).

Exhibit A (continued)

Debtor: 3000 North LLC

Secured Party: Sovereign Bank

The term "**Land**" means that certain tract or parcel of land located in the City of Johnston, Rhode Island more particularly described in Exhibit B attached hereto, together with all additions thereto from time to time. The term "**Improvements**" means all buildings, structures, parking areas, landscaping, and other improvements of every nature now or hereafter situated, erected or placed on the Land.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

Legal Description

Debtor: 3000 North LLC

Secured Party: Sovereign Bank

Condominium Unit "Building 3000" of the Chapel View North Land Condominium as described in the Declaration of Condominium for **Chapel View North Land Condominium** dated as of March 31, 2009 and recorded on April 2, 2009 with the Cranston Land Evidence Records at 11:05 AM in Book 4019, Page 260 and in the Condominium Plan For Chapel View North Land Condominium recorded with the Cranston Land Evidence Records at 11:05 AM in Book 8, Pages 45 - 51, including the interest appurtenant to such unit in the common elements (general and limited), easements and facilities described in said Declaration. This Condominium is a subcondominium of the Chapel View Land Condominium dated as of March 21, 2008 and recorded on March 24, 2008 with the Cranston Land Evidence Records in Book 3849, Page 269 and in the Condominium Plan for Chapel View Land Condominium recorded with the Cranston Land Evidence Records on March 24, 2008 at 2:55 PM, each as may be amended from time to time.

Together with its undivided percentage interest in the common areas and facilities of the condominium described in the Declaration, together with the rights and easements appurtenant to said Unit as set forth in said Declaration and as shown on the plats/plans of condominium recorded contemporaneously with the Declaration.

Together with the benefit of all other recorded covenants, restrictions, easements and provisions of the Declaration, as the same may be amended from time to time.