

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Seth M. Bonneau, Esq. (617) 742-4200	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Seth M. Bonneau, Esq. Ruberto, Israel & Weiner, P.C. 255 State Street, 7th Floor Boston, MA 02109 E-mail: smb@riw.com	

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 150 Corliss, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 150 Corliss Street			CITY Providence	STATE RI	POSTAL CODE 02904	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any 000639340		<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. <u>SEE INSTRUCTIONS</u>	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 People's United Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS One Conant Street			CITY Danvers	STATE MA	POSTAL CODE 01923	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

A continuing security interest in all of Debtor's assets, including, without limitation, accounts, chattel paper, documents, general intangibles, instruments, deposit accounts, letter of credit rights, supporting obligations, commercial torts, investment property, inventory, equipment and other goods (as those items are defined in the Uniform Commercial Code), and as set forth on Schedule A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			

8. OPTIONAL FILER REFERENCE DATA

Filed with the Rhode Island Secretary of State

File No. 7279-47

DEBTOR:

150 Corliss, LLC
150 Corliss Street
Providence, RI 02904

SECURED PARTY:

People's United Bank
One Conant Street
Danvers, MA 01923

SCHEDULE "A"

A. All appliances, machinery and equipment owned by the Debtor now or hereafter installed, located on or used in connection with premises located at 150 Corliss Street, Providence, Rhode Island 02904 (the "**Premises**"), including but not limited to gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, escalators, incinerators, motors, dynamos, sinks, disposals, dishwashers, water closets, basins, medicine chests, pipes, faucets and other plumbing and heating fixtures, ventilating apparatus, dryers, air-conditioning equipment and units, paneling, refrigerating plant, refrigerators, whether mechanical or otherwise, fire prevention and extinguishing apparatus, shades, awnings, screens, blinds, carpeting, wall cabinets, furniture and equipment, and such other goods and chattels and personal property as are ever used or furnished in letting or operating buildings similar to the buildings, structures and improvements now or hereafter placed or located on the Premises (the "**Improvements**") or in connection with the activities conducted therein, whether or not the same are or shall be attached to said Improvements in any manner, and also any and all other fixtures and articles of personal property owned by the Debtor now or hereafter attached to, or used in connection with, the Premises.

B. All rents, income, profits, security deposits and other benefits to which the Debtor may now or hereafter be entitled from the leases of the Premises, and/or the income generated from the business operations conducted at or from the Premises.

C. All reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any Improvements on the Premises.

D. All goods used or to be used in connection with the construction of any Improvements at the Premises, including, without limitation, structural steel, building materials and supplies, equipment, tools and machinery, in which the Debtor now or hereafter acquires any rights, during all periods of time when the Debtor has acquired rights therein whether or not said goods are incorporated into the buildings and the Improvements on the Premises and expressly including such periods of time prior to the time when any said goods may be incorporated into any such Improvements.

E. All instruments, drafts, acceptances, documents, chattel paper, contract rights, general intangibles, securities, deposit accounts, certificates of deposit and notes under which the Debtor now has or in the future acquires any rights and all proceeds of all of the foregoing.

SCHEDULE A

F. All intangible property and rights relating to the Premises or the operation thereof, or used in connection therewith, including but not limited to all names under or by which the Premises or any present or future Improvements on the Premises may at any time be operated or known, and all rights to carry on business under any such names, or any variant thereof, and all trade names and trademarks, licenses and franchises relating in any way to the Premises, and good will in any way relating to the Premises.

G. All causes of action, claims, compensation and recoveries for any damage, condemnation or taking of the Premises, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises, or for any loss or diminution in value of the Premises.

H. All of the right, title and interest of Debtor in and to all refunds and rebates of taxes and assessments of every kind and nature imposed upon the Premises.

The foregoing collateral includes all additions, replacements and substitutions thereof and thereto and all proceeds of all of the foregoing, as these terms are used and defined in the Uniform Commercial Code.

The security interest described herein continues in all collateral, notwithstanding sale, exchange or other disposition thereof by the Debtor; sale, exchange or other disposition is **NOT** authorized by the Secured Party.