

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Kenneth F. McGunagle, Jr. Esq. (401) 941.2088
B. SEND ACKNOWLEDGMENT TO: (Name and Address) McGunagle, Reidy & Hentz, Ltd. Attn: Kenneth F. McGunagle, Jr., Esq. 2088 Broad Street Cranston, RI 02905-3342

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 145-151 Oaklawn LLC				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 175 Oaklawn Avenue		CITY Cranston	STATE RI	POSTAL CODE 02920
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION DLLC	1f. JURISDICTION OF ORGANIZATION Rhode Island
			1g. ORGANIZATIONAL ID #, if any 000703214	<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
2d. SEE INSTRUCTIONS		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 NAVIGANT CREDIT UNION				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1005 Douglas Pike		CITY Smithfield	STATE RI	POSTAL CODE 02917
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

- I. PREMISES:** 145 Oaklawn Avenue and 151 Oaklawn Avenue, Cranston, Rhode Island 02920, as more particularly described in Exhibit A attached hereto (the "Premises").
- II. IMPROVEMENTS:** All improvements now or hereafter situated upon the Premises, together with all fixtures now or hereafter owned by the Debtor or in which 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 (collectively the "Improvements").
- III. EASEMENTS:** Any easement, bridge, or right of way, contiguous or adjoining the Premises and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Premises.
- IV. LEASES AND RENTS:** All of the Debtor's right, title and interest in and to any leases or other agreements for use of the Premises or the Improvements and all rents, security deposits, and other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Premises or the Improvements, as provided in a Mortgage Deed, Security Agreement and Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party. (continued on UCC1AD UCC Financing Statement Addendum)

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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2		

8. OPTIONAL FILER REFERENCE DATA
Rhode Island Secretary of State

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
OR 145-151 Oaklawn LLC			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
See Exhibit A attached hereto and incorporated herein by reference.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:
V. PERSONAL PROPERTY & FIXTURES: 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 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 or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Premises or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.

17. Check **only** if applicable and check **only** one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check **only** if applicable and check **only** one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

That certain tract or parcel of land, with all, the buildings and improvements thereon, situated on the northwesterly side of Oaklawn Avenue, in the City of Cranston, County of Providence and State of Rhode Island, and bounded and described as follows:

Beginning at a point in the northwesterly line of said Oaklawn Avenue at the southerly corner of the herein described parcel, which point is also the easterly corner of land now or formerly belonging to Clemence C. and Anita J. Davis; thence running northwesterly, bounding southwesterly on said Davis land, a distance of four hundred thirty and $88/100$ (430.88) feet to land of the New York, New Haven & Hartford Railroad Company; thence turning an interior angle of $81^{\circ} -07' -16''$ and running northeasterly, bounding northwesterly on said Railroad land, a distance of one hundred ninety-two and $30/100$ (192.30) feet to other land of this grantor, Ralph Antuono; thence turning an interior angle of $96^{\circ} -52' -44''$ and running southeasterly in a line parallel to and one hundred ninety (190) feet distant from the first described line and bounding northeasterly on said other land or Ralph Antuono a distance of four hundred ten and $84/100$ (410.84) feet to the northwesterly line of Oaklawn Avenue; thence turning an interior angle of $88^{\circ} -17' -48''$ and running southwesterly bounding southeasterly on said Oaklawn Avenue a distance of sixty-eight and $58/100$ (68.58) feet, to a stone bound; thence continuing southwesterly, bounding southeasterly on said Oaklawn Avenue a distance of one hundred twenty-one and $72/100$ (121.72) feet as measured along the arc of a curve with a radius of eighteen hundred sixty and $22/100$ (1860.22) feet to the point and place of beginning; containing by estimation 80,187 square feet of land, more or less.

Property Address:

145 & 151 Oaklawn Avenue
Providence, RI
PLAT 11-3 LOTS 214 & 3155

EXHIBIT B

A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Premises.

B. Proceeds for Damage to the Collateral: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Collateral or any part thereof.

C. Utility Deposits: All right, title and interest of the Debtor in and to all monetary deposits which 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 Debtor in connection with the operation of the business of the Debtor.

E. Name and Goodwill: The right, in event of foreclosure hereunder upon the Collateral, to take and use any name by which the operation of the business of the Debtor is then known or any variation of the words thereof, and the goodwill of Debtor with respect thereto.

DEFINITIONS:

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefore; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefore, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefore.

"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 agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.