

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Russell R. Sicard, Esq. 401-467-7766	
B. SEND ACKNOWLEDGMENT TO: [Name and Address] Russell R. Sicard, Esq. 400 Reservoir Avenue Suite 3 I Providence, Rhode Island 02907	

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 Kaufman Properties LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS P. O. Box 1384				
CITY Providence		STATE RI	POSTAL CODE 02901	COUNTRY USA
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd. Liab. Co.	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any 000140155 <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. 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 <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 The Washington Trust Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 23 Broad Street				
CITY Westerly		STATE RI	POSTAL CODE 02891	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All fixtures, equipment and other personal property and assets of Debtor described in Exhibit A attached hereto and incorporated by reference herein located at and/or used in connection with the real estate of Debtor located at 760 Tiogue Avenue, Coventry, Rhode Island, or wherever else the same may be located from time to time.

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. <input type="checkbox"/> 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

Debtor: Kaufman Properties LLC
P.O. Box 1384
Providence, RI 02901

Secured Party: The Washington Trust Company
23 Broad Street
Westerly, Rhode Island 02891

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND 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 the 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 in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY: All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

C. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits that the 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 the Debtor in connection with the operation of the Premises.

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the 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 therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"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 therefor, 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 therefor.

"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.

"Premises" shall mean the real estate of the Debtor located at 760 Tiogue Avenue, Coventry, RI 02816, which real estate is more particularly described on Exhibit B, attached hereto and incorporated herein by reference.

"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.

Exhibit B

Those certain tracts or parcels of land with all buildings and improvements thereon situated on the southerly side of Tiogue Avenue in the Town of Coventry and State of Rhode Island bounded and described as follows:

PARCEL ONE:

Beginning at the northwesterly corner thereof at a point in the southerly line of Tiogue Avenue said point being 275 feet as measured along the southerly line of said Tiogue Avenue, easterly of a granite bound set at the northeasterly corner of the land now or lately of Douglas W. Jackson and wife;

Thence southerly along a line parallel to the easterly line of said Douglas W. Jackson land 159.60 feet to a point bounding westerly by land now or lately of Raymond J. Stewart and wife Anne G. Stewart;

Thence-westerly bounding northerly on said last named land 148.59 feet to land conveyed by Whitford E. Tefft and Olga Tefft to Raymond J. Stewart and wife Anne G. Stewart by deed dated August 16, 1961 and recorded in Deed book 61 page 392;

Thence southerly about 35 feet and westerly about 25 feet bounding westerly and northerly on the land so conveyed to land now or lately of Henry J. Maguire and wife;

Thence-southerly bounded westerly by said Maguire land 216.23 feet to the northwest corner of Parcel TWO hereinbelow described;

Thence turning an interior angle of $105^{\circ} 45'$ and running easterly bounding southerly by PARCEL TWO hereinbelow described 904.23 feet to a right of way;

Thence turning an interior and of $90^{\circ} 01'$ and running northerly bounding easterly by said right of way 19.29 feet;

Thence turning an interior angle of $158^{\circ} 24'$ and running northerly bounding easterly by South Washington Plat 117.08 feet;

Thence turning an interior angle of 90° and running westerly bounding northerly by said last named land 50 feet;

Thence turning an interior angle of 270° and running northerly bounding easterly by said plat 100 feet to Edith Street;

Thence turning an interior angle of $106^{\circ} 53' 10''$ and running westerly bounding northerly on Edith Street 122.76 feet;

Thence turning an interior angle of $268^{\circ} 30'$ and running northerly bounding easterly by Edith Street 40.01 feet to land now or lately of Howard W. Watson an wife.

Thence turning an interior angle $83^{\circ} 33' 60''$ and running westerly bounding northerly by said Watson land 146.45 feet to land now and lately of Gilbert S. Hill Jr. and wife;

Thence turning an interior angle of $199^{\circ} 28' 30''$ and running westerly bounding northerly be said Hill land 216.39 feet to and iron pipe;

Thence turning an interior angle of $256^{\circ} 58' 40''$ and running northerly bounding easterly by said Hill land 292.54 feet to Tiogue Avenue;

Thence turning an interior angle of $74^{\circ} 36' 50''$ and running westerly bounding northerly on Tiogue Avenue to the point of beginning.

PARCEL TWO:

Beginning at the northeasterly corner of the within described parcel said point of beginning being the northwesterly corner of lot 46 on the plat entitled "Replat of a portion of the Tiogue Lake View Plat situated in Coventry RI July 1947" which plat was recorded in the Records of Land Evidence in said Town of Coventry in Plat Book 3 at page 113:

Thence southerly bounding easterly on said lot 46, 106.6 feet, more or less, to said now and lately of Joseph A. Vary et al;

Thence southwesterly bounding southeasterly on said Vary land in part, in part on the end of Hilltop Avenue and in part on land now and lately on Yvon Archambault land 240.97 feet to the corner;

Thence southerly bounding easterly on said Archambault land 40 feet to land now or lately of Richard Hodge et ux;

Thence-westerly bounding southerly on said Hodge land 80 feet to the northwesterly corner of said Hodge land;

Thence southerly bounding easterly on said Hodge land 70 feet to land now or lately of Mario Delmonte et ux;

Thence-westerly bounding southerly on said Delmonte land 200 feet to the northwesterly corner of said Delmonte land;

Thence-southerly bounding easterly on said Delmonte land 131.65 feet to southwesterly corner of said Delmonte land;

Thence easterly bounding northerly on said Delmonte land 40 feet to the northwesterly corner of Overview Drive as laid out on the aforesaid plat;

Thence southerly bounding easterly on said Overview Drive in part and in part on land now or lately of Roland St. Jean et al 112.02 feet, more or less, to land now or lately of Roland St Jean;

Thence westerly bounding southerly on said St. Jean land in part, in part on Ridge Avenue and in part on land now or lately of Alfred O. Girard through a granite bound 283.53 feet, more or less, to land now or lately of Henry J Maguire et ux;

Thence northwesterly bounding southwesterly on said Maguire land 552.9 feet, more or less, to the southwesterly corner of PARCEL ONE hereinabove described;

Thence easterly bounding northerly on PARCEL ONE in part and in part on a street 902.3 feet, more or less, to said lot 46 and the point of beginning.

PARCEL THREE:

Beginning at the a point in the southerly line of Tiogue Avenue said the point being 184.87 feet westerly from a Rhode Island highway bound at station 105-50.00 set 40.00 feet left of centerline of Rhode Island Highway Plat #278, said point being at the northeasterly corner of the within described parcel and at the northwesterly corner of the parcel conveyed to Old Stone Bank by deed from Tiogue Investment Company, Inc. dated June 11, 1981 and recorded in Deed Book 137 page 62;

Thence-southerly bounding easterly by said Old Stone Bank 348.42 to a point at land formerly of Hoxsie Realty Company Inc., and being PARCEL ONE hereinabove described;

Thence turning an interior angle of $81^{\circ}34'56''$ and running westerly bounding southerly on said PARCEL ONE 139.11 feet more or less to a point in the easterly line of said PARCEL ONE;

Thence northerly bounding westerly on said PARCEL ONE 293 feet more or less to the southerly line of Tiogue Avenue;

Thence-easterly bounding northerly on said Tiogue Avenue 45 feet more or less to the point and place of beginning.

Excepting therefrom those certain premises conveyed by Kaufman Properties, LLC, a Rhode Island limited liability company, to Coventry Meadows, L.P., a Rhode Island limited partnership, dated December 18, 2010 and recorded on December 29, 2010 at 11:20 a.m. in Book 1882, Page 942.