

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] <b>Betty Desrochers 401-521-7000</b>
B. SEND ACKNOWLEDGMENT TO: [Name and Address]  Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset Street Providence, Rhode Island 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 <b>The JDL Family Limited Partnership</b>				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>68 South Road</b>		CITY <b>South Kingstown</b>	STATE <b>RI</b>	POSTAL CODE <b>02879</b>
COUNTRY <b>USA</b>				
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>limited partnership</b>	1f. JURISDICTION OF ORGANIZATION <b>Rhode Island</b>	1g. ORGANIZATIONAL ID #, if any <b>000110800</b> <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 <b>The Washington Trust Company</b>				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>23 Broad Street</b>		CITY <b>Westerly</b>	STATE <b>RI</b>	POSTAL CODE <b>02891</b>
COUNTRY <b>USA</b>				

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by reference.

Filed with the Rhode Island Secretary of State

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOBR <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: <b>File No. 2007-280</b>	

EXHIBIT A

**Debtor:** The JDL Family Limited Partnership  
68 South Road  
South Kingstown, Rhode Island 02879

**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.

**"Mortgage"** shall mean that Mortgage and Security Agreement by Debtor to the Secured Party dated as of December 22, 2011.

**"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, with respect to the Note and the Loan Documents (as those terms are defined in the Mortgage) 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 indebtedness, all undertakings to take or refrain from taking any action 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 owned by the Debtor located at 10-14-20 Woodruff Avenue in Narragansett, Rhode Island, 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

That certain lot or parcel of land, together with all buildings and improvements thereon situated, located on the southwest corner of the intersection of Woodruff Avenue, so-called, and Point Judith Road, so-called, in the Town of Narragansett, County of Washington, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the southwesterly line of Woodruff Avenue, so-called, said point being the northeast corner of land now or formerly of Salt Pond Shopping Center, LLC, said point also being the northwest corner of land now or formerly of V & S Family Limited Partnership, said point being the northwest corner of the herein described parcel; thence running southeasterly, in and along the southwesterly line of said Woodruff Avenue, so-called, a distance of Four Hundred Forty and 33/100 (440.33') feet to a point; said point being the northeast corner of the herein described parcel; thence turning an interior angle of 126° -06' -36" and running southerly, in and along the westerly line of said Point Judith Road, so-called, a distance of One Hundred Thirty Two and 51/100 (132.51') feet to a point; thence turning an interior angle of 164° -25' -49" and running southerly, in and along the westerly line of said Point Judith Road, so-called, a distance of One Hundred Seventy and 93/100 (170.93') feet to a point, said point being the southeast corner of the herein described parcel; thence turning an interior angle of 88° -15' -02" and running westerly, bounded southerly by land now or formerly of Salt Pond Shopping Center, LLC, a distance of Six Hundred Two and 86/100 (602.86") feet to a point, said point being the southwest corner of the herein described parcel; thence turning an interior angle of 72° -09' -47" and running northeasterly, bounded northwesterly by said land now or formerly of Salt Pond Shopping Center, LLC, a distance of Four Hundred Sixty One and 37/100 (461.37') feet to the point and place of beginning, said first and last mentioned courses intersecting to form an interior angle of 89° -02' -45", or however otherwise said parcel may be bounded and described.

Meaning and intending to describe that certain parcel delineated as "NEW LOT 194,235 S.F. 4.459 ACRES" on that certain plat entitled, "ADMINISTRATIVE SUBDIVISION MERGER OF LOTS 108, 108-1 & 200 ASSESSOR'S PLAT W SITUATED IN THE TOWN OF NARRAGANSETT, RHODE ISLAND PREPARED FOR VINCENT SIRAVO", which said plat was recorded in the Town of Narragansett, Rhode Island Land Evidence Records on June 6, 2005 at 4:00 P.M. in Plat Book 12, at page 79.