

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Michelle MacKnight - 521-7000
B. SEND ACKNOWLEDGMENT TO: [Name and Address] Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset Street 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 Temple Torat Yisrael				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1251 Middle Road		CITY East Greenwich	STATE RI	POSTAL CODE 02818
				COUNTRY USA
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION non-profit corp.	1f. JURISDICTION OF ORGANIZATION RI	1g. ORGANIZATIONAL ID #, if any 29980 <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 10 Weybosset Street		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by reference.

Filed with RI Secretary of State's Office

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: Our File No. 2007-326	

EXHIBIT A

Debtor: Temple Torat Yisrael
1251 Middle Road
East Greenwich, RI 02818

Secured Party: The Washington Trust Company
10 Weybosset Street
Providence, RI 02903

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 1251 Middle Road, East Greenwich, 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.

2007-326/739458

Exhibit A B

1251 Middle Road
East Greenwich, Rhode Island
A.P. 12 G, Lot 437

That certain tract or parcel of land with all buildings and improvements thereon, situated on Middle Road, in the Town of East Greenwich, County of Kent, State of Rhode Island being bounded and described as follows:

Beginning at a granite bound in the northerly line of Middle Road, said point also being the southwesterly corner of land, now or formerly of the Stone Ridge Acres Open Space Lien and the southeasterly corner of herein described parcel, as shown on the plan entitled: "FINAL ADMINISTRATIVE SUBDIVISION A.P. 12G, LOTS 436 & 437, 1251 & 1261 MIDDLE ROAD EAST GREENWICH, RHODE ISLAND" Prepared For: Richard G. Peterson; Prepared By: Cataldo Associates Inc.; Last Revised April 12, 2007; Scale: 1" = 50' and recorded in the Land Evidence Records for the Town of East Greenwich on the 26th day of April, 2007, at 9:19 a.m. as Plan #820;

Thence running northerly, bounded easterly by said Stone Ridge Acres Open Space Lien, a distance of One Thousand Ninety-nine and ⁵⁹/₁₀₀ (1,099.55') feet to a point;

Thence turning an interior angle of 96°19'20" and running westerly, bounded northerly by said Stone Ridge Acres Open Space Lien, a distance of One Hundred and ¹⁸/₁₀₀ (100.18.) feet to a granite bound;

Thence continuing westerly along said line, a distance of One Hundred Eighty-two and ⁴⁰/₁₀₀ (182.40') feet to land, now or formerly of Marguerite Booth and Patricia B. Ellis;

Thence turning an interior angle of 83°42'31" and running southerly, bounded westerly by said Booth and Ellis land, a distance of Six Hundred Ninety-one and ⁴⁶/₁₀₀ (691.46') feet to an iron rod;

Thence turning an interior angle of 187°39'58" and running southwesterly, bounded northwesterly by said Booth and Ellis land, a distance of One Hundred-eight and ⁹³/₁₀₀ (108.93') feet to a point;

Thence turning an interior angle of 81°43'05" and running easterly, a distance of One Hundred Sixty and ⁴⁶/₁₀₀ (160.46') feet to a point;

Thence turning an interior angle of 270°00'00" and running southerly, a distance of Two Hundred Fifty-two and ⁰⁰/₁₀₀ (252.00') feet to a point;

Thence turning an interior angle of 195°36'53" and running southwesterly, a distance of Sixty-four and ³⁶/₁₀₀ (64.36') feet to an iron rod;

Thence, turning an interior angle of 82°07'14" and running easterly, in said northerly street line of Middle Road, a distance of One Hundred Fifty and ⁶⁶/₁₀₀ (150.66') feet to the point and place of beginning.

Said last described course forms an interior angle of 82°50'59" with the first described course.

Said parcel contains 264,720 square feet (6.0771 acres) be the same more or less.

Subject to rights of others in and to the existing fire trails as shown on recorded Plan #490.

Intending to describe and convey the same premises to this Grantor by Quitclaim Deed dated April 25, 2007 and recorded with the Town of East Greenwich Land Evidence Records on April 26, 2007 in Book 891, Page 270.

MEMORANDUM

To: DASH

From: Pat Zosa

Date: June 11, 2013

Re: **Pick-Up from Corporations Division** of Secretary of State

Please pick up the Certificate of Good Standing for **Mulligan's Island, LLC** and bring to RCFP.

Thank you.