

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Robert Orsi, Esq. Orsi, Arone, Rothenberg, Iannuzzi & Turner, LLP 160 Gould Street, Suite 320 Needham, MA 02494</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME FOUNDRY PARCEL FIFTEEN ASSOCIATES, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 235 Promenade Street, Suite 100		CITY Providence	STATE RI	POSTAL CODE 02908-5767
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME UNITED BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 33 Waldo Street		CITY Worcester	STATE MA	POSTAL CODE 01608
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

For description of collateral and property see Exhibits A and B attached hereto and incorporated herein.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility				
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing				
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				

8. OPTIONAL FILER REFERENCE DATA:
To be filed with the Secretary of State for the State of Rhode Island

EXHIBIT A

“Collateral” shall include all and each of the following, whether singly or collectively, whether real property, personal property, or any combination thereof, whether now owned or now existing, or in which the Debtor has an interest, or at any time in the future, acquired, arising, or to become due, or in which the Debtor obtains an interest, and all proceeds, products, substitutions and accessions of or to any of the following:

- (a) the parcel of land with buildings and improvements whether now existing or hereafter constructed or located thereon both in the City of Providence, County of Providence, Rhode Island, as more particularly described on Exhibit B annexed hereto;
- (b) all easements, reciprocal easement agreements, special permits, covenants, agreements and rights which are appurtenant to or benefit the land described in Subparagraph (a) above;
- (c) all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, doorbell and alarm systems, elevators and elevator equipment, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by the Debtor, now or in the future contained in or on the Property described on Exhibit B attached hereto, and any and all similar fixtures owned by the Debtor hereinafter installed in the Property described on Exhibit B attached hereto in any manner which renders such articles usable in connection therewith;
- (d) all machinery, equipment, furniture, inventory, building supplies, and appliances, owned by the Debtor, used or useful in the construction, operation, maintenance, or occupation of the Property described on Exhibit B attached hereto or any portion or unit thereof;
- (e) all leases, contracts or agreements entered into, for the lease, rental, hire or use by the Debtor of any property of the same nature as the foregoing Subparagraphs (c) and (d) in connection with the construction, operation, maintenance or occupation of the Property described on Exhibit B attached hereto;
- (f) all written or oral leases, tenancies, and occupancies regarding all or any portion of the foregoing Subparagraphs (a) through (e) (hereinafter, the “Leases”), and all guarantees and security relating thereto;

(g) all income, profit and accounts arising from the Leases or from any of the foregoing Subparagraphs (a) through (f), all payments due or to become due thereunder, including, without limitation, all rent, additional rent, security deposits, damages, insurance payments, taxes, insurance proceeds, condemnation awards, or any payments with respect to options contained therein (including any purchase option) (hereinafter, the "Rental Payments");

(h) all contracts and agreements (including architect's contracts and rights referred to in Subparagraph (b) above, and the Leases, contracts and agreements referred to in Subparagraph (e) above, hereinafter the "Contracts") licenses, permits and approvals (hereinafter, the "Licenses") and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraph (a) through (g);

(i) all of Debtor's right, title and interest in and to any and all title insurance proceeds, claims, demands and causes of action, relating to any title insurance policies covering the Property described on Exhibit B attached hereto ("Title Policies") together with all rights and privileges relating thereto. Debtor shall notify Secured Party of any potential claims or disputes relating to the Title Policies and Debtor hereby authorizes and empowers Secured Party to collect all awards and proceeds on Debtor's behalf;

(j) all of the Debtor's right, title, and interest arising under any agreement to sell a portion or portions of the Property described on Exhibit B attached hereto;

(k) any other property of the Debtor in which the Secured Party may in the future be granted an interest;

(l) any and all funds held by the Secured Party as tax or insurance escrow payments;

(m) all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (l), including, without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC); all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (l); and all awards, damages, proceeds, or refunds from any state, local, federal or other takings of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (l); and

(n) all rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (m).

EXHIBIT B
LEGAL DESCRIPTION

That parcel of land located on Promenade Street in the City and County of Providence, State of Rhode Island, depicted as Lot 15 on that plan entitled: "FOUNDRY CORPORATE OFFICE CENTER PROMENADE STREET PROVIDENCE, RHODE ISLAND; ADMINISTRATIVE SUBDIVISION PLAN FOR RECORDING; REPLAT OF A.P. 4 LOTS 35, 66, 86-95 A.P. 67 LOTS 204-206, 517, 519"; BY VANASSE HANGEN BRUSTLIN INC; DRAWING NUMBER S-1; SHEET 1 OF 3; SCALE 1" = 80'; DATE APRIL 15, 1997", bounded and described as:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY STREET LINE OF PROMENADE STREET AND THE EASTERLY STREET LINE OF HOLDEN STREET;

THENCE: N 21° 02' 47" E ALONG THE EASTERLY STREET LINE OF HOLDEN STREET TWO HUNDRED FIFTY NINE AND 99/100 FEET (259.99) TO A POINT;

THENCE: S 69° 46' 34" E BOUNDED NORTHERLY BY LOT 16 AS DEPICTED ON A PLAN ENTITLED "FOUNDRY CORPORATE OFFICE CENTER PROMENADE STREET PROVIDENCE, RHODE ISLAND; ADMINISTRATIVE SUBDIVISION PLAN FOR RECORDING; REPLAT OF A.P. 4 LOTS 35, 66, 86-95 A.P. 67 LOTS 204-206, 517, 519"; BY VANASSE HANGEN BRUSTLIN INC.; DRAWING NUMBER S-1; SHEET 1 OF 3; SCALE 1" = 80'; DATE APRIL 15, 1997, RECORDED IN THE OFFICE OF THE PROVIDENCE RECORDER OF DEEDS ON JUNE 10, 1997 AT 2:08 P.M. IN MAP BOOK 55 AT PAGES 12-14, THREE HUNDRED THIRTEEN AND 54/100 FEET (313.54) TO A POINT IN THE WESTERLY STATE FREEWAY LINE OF STATE HIGHWAY PLAT NUMBER 1252;

THENCE: S 20° 16' 38" W ALONG THE WESTERLY STATE FREEWAY LINE OF STATE HIGHWAY PLAT NUMBER 1252 TWO HUNDRED SIXTY AND 26/100 FEET (260.26') TO A POINT IN THE NORTHERLY STREET LINE OF PROMENADE STREET;

THENCE: N 69° 43' 22" W ALONG THE NORTHERLY STREET LINE OF PROMENADE STREET THREE HUNDRED SEVENTEEN AND 03/100 FEET (317.03) TO THE POINT OF BEGINNING.

Together with the appurtenant easement rights as set forth in that certain Declaration of Easements by the Foundry Associates, dated March 16, 1989 and recorded on March 17, 1989 at 9:05 A.M. in Book 1990 at page 232, as amended by Amendment to Declaration of Easements dated September 11, 1997 and recorded September 19, 1997 at 8:32 A.M.

in Book 3635 at page 51, as modified by Easement Modification Agreement dated June 12, 2001 and recorded June 12, 2001 at 12:27 P.M. in Book 4721 at page 61, as affected by Agreement dated June 12, 2001 and recorded June 12, 2001 at 12:28 P.M. in Book 4721 at page 65 as affected by Fourth Amendment to Declaration of Easements dated as of May 26, 2004 and recorded May 27, 2004 at 10:57 AM in Book 6563 at page 64.

Together with the appurtenant easement rights as set forth in that certain Easement Agreement by and among Foundry Development Associates, L.L.C, Foundry Portfolio Associates, LLC, Foundry Parcel Six Associates, LLC and Foundry Parcel Fifteen Associates, LLC dated September 11, 1997 and recorded September 19, 1997 at 9:32 A.M. in Book 3635 at page 339 as affected by First Amendment to Easement Agreement dated May 26, 2004 and recorded May 27, 2004 at 10:56 AM in Book 6563 at page 58.