[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Michelle MacKnight (401) 521-7000

B. E-MAIL CONTACT AT FILER (optional)
eavila@rcfp.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Edward G. Avila, Esq.
Roberts Carroll Feldstein & Peirce
10 Weybosset Street, 8th floor
Providence, RI 02903

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
Boucher Properties, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAMEA	DDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 Cass Avenue	**Woonsocket**	**RI**	**02895**	**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
Customers Bank

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 Westminster Street	**Providence**	**RI**	**02903**	**USA**

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

See Exhibit "A" attached hereto and incorporated herein by reference.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Our File No. 5131-11

Filed with the RI Secretary of State

EXHIBIT A

Debtor: Boucher Properties, LLC
600 Cass Avenue
Woonsocket, RI 02895

Secured Party: Customers Bank
40 Westminster Street, Suite 602
Providence, Rhode Island 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 191 Social Street, Woonsocket, 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.

5131-11 (2979672)

EXHIBIT B

A certain lot or parcel of land, situated on the southerly side of Social Street, easterly side of Pond Street, and northerly side of Clinton Street, in the City of Woonsocket, County of Providence and State of Rhode Island bounded and described as follows, viz:-

Lot A begins at the corner formed by the intersection of the southerly side of Social Street with the easterly side of Pond Street, said point being the northwesterly corner of the lot hereby described;-thence N. 58° 47' 59" E., with said Social Street one hundred seventy-four and ten one-hundredths (174.10) feet to land now or formerly of the Redevelopment Agency of Woonsocket; thence S. 21° 15' 53" E., with said last named land, three hundred sixteen and eighty-seven one hundredths (316.87) feet; thence S. 69° 01' 57" W., one hundred seventy-two and ninety-eight one-hundredths (172.98) feet to the aforesaid Pond Street; thence N. 20° 58' 01" W., with said Pond Street two hundred eighty-five and ninety-five one-hundredths (285.95) feet to the point of beginning.

Lot B begins at the corner formed by the intersection of the northerly side of Clinton Street with the easterly side of Pond Street said point being the southwesterly corner of the lot hereby described;- thence N. 20° 58' 01" W., with said Pond Street two hundred one and eighty-two one-hundredths (201.82) feet; thence N. 69° 01' 59" E., fifty-nine (59.00) feet; thence S. 20° 58' 01" E. one hundred (100.00) feet; thence N. 69° 01' 59" two and twenty-five one hundredths (2.25) feet; thence S. 20° 53' 21" E., thirty-four and ninety-six one-hundredths (34.96) feet; thence N. 69° 00' 09" E., seventeen and seventy-six one hundredths (17.76) feet; thence 67° 03' 09" E., ninety-five (95) feet to land now or formerly of the Redevelopment Agency of Woonsocket; thence S. 21° 15' 53" E., with said last named land, sixty-seven and thirty-three one hundredths (67.33) feet to the aforesaid Clinton Street; thence S. 68° 06' 09" W., with said Clinton Street one hundred seventy-five and twenty-eight one hundredths (175.28) feet to the point of beginning.

Lot C begins at the corner formed by the intersection of the westerly line of land now or formerly of the Redevelopment Agency of Woonsocket and the southerly line of Social Street said point being the most northwesterly corner of the parcel hereby described; thence S. 21° 15' 53" E., along said westerly side of said land now or formerly of Redevelopment Agency, five hundred sixty-two and thirty-six one hundredths (562.36) feet to the northerly line of Clinton Street; thence N. 68° 06' 09" E. along said northerly line of Clinton Street twenty (20) feet; thence N. 21° 15' 53" W., along said land now or formerly of Redevelopment Agency, five hundred sixty-two and twenty-nine one hundredths (562.29) feet to the southerly line of Social Street; thence S. 68° 20' 00" W. along said southerly line of Social Street twenty (20.00) feet to the point of beginning.

ALSO

A certain lot of land, situated on the southerly side of Social Street, easterly side of Pond Street and northerly side of Clinton Street, in the City of Woonsocket, County of Providence and State of Rhode Island bounded and described as follows: viz:-

Lot D begins at the southwesterly corner of Lot A, previously transferred to the Marquette Credit Union by the Redevelopment Agency of Woonsocket by Quitclaim Deed recorded on July 19, 1974 in Book 402, Page 088 and described in Book 402, Page 089; said corner being in the easterly line of Pond Street, two hundred eighty-five and ninety-five one

EXHIBIT B

hundredths (285.95) feet from the corner of Social Street; and said corner being the northwesterly corner of the lot hereby described; thence S. 20° 58' 01" E., with said Pond Street forty-six and forty-eight one hundredths (46.48) feet; thence N. 69° 01' 59" E. fifty-nine (59.00) feet; thence S. 20° 58' 01" E., one hundred (100) feet; thence N. 69° 01' 59" E., two and twenty-five one-hundredths (2.25) feet; thence S. 20° 53' 21" E., thirty-four and ninety-six one hundredths (34.96) feet; thence N. 69° 00' 09" E., seventeen and seventy-six one hundredths (17.76) feet; thence N. 67° 03' 09" E., ninety-five (95.00) feet; thence N. 21° 15' 53" W., one hundred seventy-eight and fifteen one-hundredths (178.15) feet; thence S. 69° 01' 57" W. one hundred seventy-two and ninety-eight one hundredths (172.98) feet to the point of beginning.