

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) UCC Filing Department		800-828-0938
B. E-MAIL CONTACT AT FILER (optional) Alb.UCC.Filings@nationalcorp.com		
C. SEND ACKNOWLEDGMENT TO: (Name and Address)		
National Corporate Research, Ltd. 194 Washington Avenue Suite 310 Albany, NY 12210		

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 EXCHANGE ST. HOTEL LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o First Bristol Corporation, 10 North Main Street			CITY Fall River	STATE MA	POSTAL CODE 02722
				COUNTRY	

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 EAST BOSTON SAVINGS BANK					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 67 Prospect Street			CITY Peabody	STATE MA	POSTAL CODE 01960
				COUNTRY USA	

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

The assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain OPEN-END LEASEHOLD CONSTRUCTION MORTGAGE TO SECURE PRESENT AND FUTURE LOANS UNDER CHAPTER 25 OF TITLE 34 OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND AND SECURITY AGREEMENT, AND ASSIGNMENT and that certain SECOND OPEN-END LEASEHOLD CONSTRUCTION MORTGAGE TO SECURE PRESENT AND FUTURE LOANS UNDER CHAPTER 25 OF TITLE 34 OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND AND SECURITY AGREEMENT, AND ASSIGNMENT, both dated as of April 12, 2017 (collectively, the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Schedule A attached hereto and made a part hereof.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
 Filed with: RI - Secretary of State - CM # 17077.00038 F#565491  
A#785491

## SCHEDULE A

The Mortgaged Premises as hereinafter defined and, to the extent now or hereafter owned by Debtor or in which Debtor has an interest, all of Debtor's right, title and interest in and to each of the following, and all proceeds, products, substitutions and accessions of or to any of the following:

- a. all of Debtor's right, title and interest in and to the land with buildings and improvements whether now existing or hereafter constructed or located thereon, situated in Providence, Providence County, Rhode Island, as more particularly described on Exhibit A annexed hereto, and being located at 5 Exchange Street, pursuant to leasehold estate and other rights held by Debtor in, to and under that certain Ground Lease dated as of February 16, 2015 by and between Debtor as Tenant therein and The Providence Redevelopment Agency ("Ground Lessor") as Landlord (together with any and all modifications and amendments thereto, singly and collectively, the "Ground Lease"; a Memorandum of which is recorded with Providence Land Evidence Records at Book \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter, the "Mortgaged Premises");
- b. 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, door bell and alarm systems, 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 located at the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith, all to the extent now or hereafter owned by Debtor or in which Debtor now or hereafter has an interest, but in all cases specifically excluding any property owned by tenants or other occupants of the Mortgaged Premises;
- c. all easements, covenants, agreements and rights which are appurtenant to or benefit ownership or title to the Mortgaged Premises;
- d. all machinery, equipment, furniture, furnishings inventory, building supplies, and appliances, now or hereafter owned by the Debtor located at the Mortgaged Premises and used or useful in the operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof;
- e. all leases, contracts, and management and franchise agreements (to the extent assignable), 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 (b) and (d) in connection with the construction, operation, maintenance or occupation of the Mortgaged Premises;

- f. all leases, subleases, tenancies, occupancies, parking licenses and agreements, whether written or not, regarding all or any portion of the Mortgaged Premises (hereinafter, the "Leases"), all guarantees, options, and security and agreements relating thereto, together with all income and profit arising therefrom or from any of the foregoing Subparagraphs (a) through (e), and all payments due or to become due thereunder (hereinafter, the "Rental Payments"), including, without limitation, all rent, additional rent, revenues, damages, insurance payments, taxes, insurance proceeds, and condemnation awards);
- g. all contracts and agreements (together with the easements, covenants, agreements and rights referred to in subparagraph (c), above, and the leases, contracts, and agreements referred to in subparagraph (e), above, hereinafter, the "Contracts") licenses (including hotel and victualler's licenses), reserve accounts, accounts and accounts receivable, contract rights, permits and approvals (hereinafter, collectively, the "Licenses") and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraphs (a) through (f);
- h. all funds held by the Secured Party as tax or insurance escrow payments;
- i. all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (g); 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 (g); 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 (g); and

All rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (i).

Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Mortgage made by Debtor to and in favor of Secured Party.

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## EXHIBIT A

That certain leasehold interest (the "Leased Premises") vested in Exchange St. Hotel LLC, as Tenant created by that certain Memorandum of Lease by and between Tenant and the Providence Redevelopment Agency, as Landlord dated as of March 9, 2017 and recorded in the Land Evidence Records of the City of Providence on April 12, 2017 in Book 11687 at Page 230 and which Leased Premises is located in said City of Providence, upon the following described premises owned by the Providence Redevelopment Agency and currently identified as Assessor's Plat 19, Lot 120 in the City of Providence:

That certain parcel of land, situated on the easterly side of Exchange Street and the southerly side of Memorial Boulevard in the City of Providence, County of Providence, State of Rhode Island and delineates as Parcel No. 12, on that plan entitled, "Plan of land in Providence, R.I. surveyed for the Capital Center, surveyed and drawn by CE Maguire, Inc. for Scale 1" = 40' May, 1982, Revised December, 1982; Amended April, 1986" (plan consist of three (3) sheets) bounded and described as follows:

Beginning at a point in the easterly line of Exchange Street, said point being located ten and no hundredths (10.00) feet north of its intersection with the northerly line of Exchange Terrace;  
Thence N 24°-51'-35" W along the easterly line of said Exchange Street a distance of one hundred seventy-four and 70/100 (174.70) feet to a point of curvature;

Thence northwesterly bearing northerly and easterly along the arc of a curve having a radius of ten and no hundredths (10.00) feet a distance along said arc of nineteen and 09/100 (19.09) feet to a point of compound curvature in the southerly line of said Memorial Boulevard;

Thence southeasterly bearing easterly and southerly along the arc of a curve having a radius of five hundred eighty-four and no hundredths (584.00) feet a distance along said arc and southerly line of Memorial Boulevard of two hundred forty and 06/100 (240.60) feet to a corner;

Thence S 46°-08'-20" W a distance of two hundred fifteen and 81/100 (215.81) feet to a point of curvature;

Thence southwesterly bearing westerly and northerly along the arc of a curve having a radius of ten and no hundredths (10.00) feet a distance along said arc of nineteen and 02/100 (19.02) feet to the easterly line of said Exchange Street, and the point and place of beginning.

The above described Parcel No. 12 contains an area of twenty-four thousand two hundred forty-nine (24,249) square feet of land or five hundred fifty-seven thousandths (0.557) Acres, be the same more or less.

Meaning and intending to describe the same premises conveyed by Quitclaim Deed dated August 26, 2010 and recorded August 27, 2010 at 1:38 PM in Book 9803 at Page 202.

FOR REFERENCE ONLY:

5 Exchange Street  
Providence, Rhode Island  
APLAT: 19 LOT: 20