

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Susan C. Kiernan, Esq. - 401-331-5700

Lien Solutions  
PO Box 29071  
Glendale, CA 91209-9071  
Order 62027290

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 <b>Providence Public Library Foundation</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>150 Empire Street</b>		CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02903</b>
			COUNTRY <b>USA</b>	

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 <b>The Washington Trust Company</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	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. COLLATERAL: This financing statement covers the following collateral:  
All assets of the Debtor, including without limitation all tangible and intangible personal property and all fixtures, now owned or hereafter acquired and wherever located, including without limitation that which is described on the attached Exhibit "A".

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 Rhode Island Secretary of State.	

## EXHIBIT A

**Debtor:** Providence Public Library Foundation  
150 Empire Street  
Providence, Rhode Island 02903

**Secured Party:** The Washington Trust Company of Westerly  
23 Broad Street  
Westerly, Rhode Island 02891

### Description of Collateral

Capitalized terms not otherwise defined herein shall have the meanings ascribed to those terms in: (a) Section 9-102(a) of the Article 9 of the Uniform Commercial Code, as enacted in the State of Rhode Island (herein called the "UCC"), or (b) other Sections of the UCC and referenced in Section 9-102(b) of the UCC.

"Collateral" shall mean all the Debtor's present and future right, title and interest in and to any and all assets, including without limitation the following personal property and fixture property, wherever located, whether such property be now owned, existing or hereafter acquired or created and all proceeds, accessions and products thereof:

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Debtor from a factor; rights to payment of money under any Swap Contract; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Debtor (including, but not limited to, the equipment described in the attached Equipment Description, if any).

(d) All of the Debtor's deposit accounts with any bank or depository institution. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property (as hereinafter defined) of every type. The Collateral shall include all liens, guaranties, security agreements, leases and other contracts, rights, remedies and privileges securing or otherwise relating to the foregoing, including the right of stoppage in transit.

(f) All tax refunds of every kind and nature to which Borrower is now or may hereafter become entitled, however arising, including without limitation, loss carry back refunds;

(g) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(h) All negotiable and nonnegotiable documents of title covering any Collateral.

(i) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(j) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(k) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

"Code" or "Uniform Commercial Code" means the Uniform Commercial Code as enacted and in effect in the State of Rhode Island, provided that the filing requirements set forth in the Code as in effect in any state other than the State of Rhode Island where the Debtor is or may be "Located" shall determine the place of filing to the extent that the Debtor is or may be "Located" in that other state.

"Contract Rights" or "contract rights" means rights of the Debtor to payment under contracts not yet earned by Debtor's performance and not evidenced by instruments or chattel paper.

“Document(s)” or “document(s)” shall mean a document of title as defined in the Code.

“Equipment” shall mean and include all the Debtor's machinery, equipment, furniture, fixtures, trade fixtures, and motor vehicles, and intending to include all tangible personal property utilized in the conduct of the Debtor's business (but excluding therefrom Inventory, as that term is defined in the Code), and all replacements and substitutions therefor and all accessions thereto.

“General Intangibles” or “general intangibles” shall mean and refer to Debtor's general intangibles as defined or applied in the Code and all proceeds thereof, and shall also include all payment intangibles, goodwill, trade secrets, contract rights, computer programs, customer lists, trade terms, trademarks, patents, tax refunds of every kind and nature and proceeds of each of the foregoing.

“Instrument(s)” or “instrument” shall mean an instrument as defined in the Code, including without limitation all promissory notes.

“Inventory” shall mean and refer to all of Debtor's inventory, including without limitation, any and all goods, wares, merchandise, raw materials, work in process, and other tangible personal property, supplies and components, finished goods, whether held by the Debtor for sale or lease, furnished or to be furnished under contract(s) of service, or other disposition, and also including any returned or repossessed Inventory or Inventory detained from or rejected for entry into the United States by the appropriate governmental authorities, all goods to be used or consumed in carrying on Debtor's business, all products of and accessions to Inventory and including documents of title, whether negotiable or non-negotiable, representing any of the foregoing.

“Investment Property” shall mean all securities and instruments held by or for the benefit of Debtor, including, without limitation, all stocks, bonds, obligations of any governmental entity, notes, shares, mutual or money market fund shares; securities entitlements, securities accounts, commodity contracts and accounts and all sums due or to become due on any of the foregoing, and all securities, instruments or other property purchased or acquired as a result of the investment and reinvestment thereof provided, whether in the name of Debtor or another person and whether certificated or uncertificated; and all tenancy in common interests.

“Swap Contract” means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and Secured Party.