

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C SEND ACKNOWLEDGMENT TO (Name and Address) 32814 - THE	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	62884803 RIRI

File with: Secretary of State, RI

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 One Financial Center Plaza, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 10 Weybosset Street		CITY Providence	STATE RI	POSTAL CODE 02903
				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 The Washington Trust Company, of Westerly				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 23 Broad Street		CITY Westerly	STATE RI	POSTAL CODE 02891
				COUNTRY 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 Bailor/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA
 62884803 CRE/L. Bowerman 95079220

EXHIBIT A

Debtor: One Financial Center Plaza, LLC
10 Weybosset Street
Providence, Rhode Island 02903
Attention: Aram Garabedian

Secured Party: The Washington Trust Company
10 Weybosset Street
Providence, Rhode Island 02903
Attention: Laurel L. Bowerman

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 10 Weybosset Street, Providence, Rhode Island, 17 Custom House Street, Providence, Rhode Island and Lots P1, P2 and P3 along Friendship Street, Orange Street, Peck Street, Dyer Street and Dorrance Street, Providence, 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.

EXHIBIT B

PARCEL ONE

That certain parcel of land situated in the City of Providence, State of Rhode Island, situated between the southerly line of Friendship Street, the westerly line of Orange Street, the northerly line of Clifford Street, and the easterly line of Dorrance Street, more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly corner of the herein-described parcel at a point in the easterly line of Dorrance Street, said point also being the southerly line of Friendship Street;

thence proceeding in an easterly direction bounded northerly by Friendship Street, a distance of 135.18 feet to a point;

thence turning an interior angle of 86° 56' 00" and proceeding in a southerly direction bounded easterly by Orange Street, a distance of 191.11 feet to point;

thence turning an interior angle of 93° 04' 00" and proceeding in a westerly direction bounded southerly by Clifford Street, a distance of 141.53 feet to a point;

thence turning an interior angle of 85° 02' 10" and proceeding in a northerly direction bounded southerly by Dorrance Street, a distance of 191.56 feet to a point and place of beginning there forming an interior angle of 94° 57' 50" with the first described course.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

BEING designated as Lot 39, 195, 196, 197 and 198 on Tax Assessor's Plat 20 of the City of Providence, as presently constituted, for reference purposes only.

PARCEL TWO

That certain parcel of land situated in the City of Providence, State of Rhode Island, situated between the southerly line of Friendship Street, the westerly line of Peck Street, the westerly line of Dyer Street, the northerly line of Clifford Street and the easterly line of Orange Street, more particularly bounded and described as follows:

BEGINNING at a nail in the northwesterly corner of the herein-described parcel at a point in the easterly line of Orange Street, said point also being the southerly line of Friendship Street;

thence proceeding in an easterly direction bounded northerly by Friendship Street, a distance of 79.82 feet to an iron spike in westerly line to Peck Street;

thence turning an interior angle of $86^{\circ} 25' 11''$ and proceeding in a southeasterly direction bounded northeasterly by Peck Street a distance of 146.09 feet to point;

thence turning an interior angle of $133^{\circ} 09' 33''$ and proceeding in a southerly direction bounded easterly by Dyer Street, a distance of 70.56 feet to a point;

thence turning an interior angle of $140^{\circ} 25' 16''$ and proceeding in a westerly direction bounded southerly by Clifford Street, a distance of 27.76 feet to a point in the westerly line of Orange Street;

thence turning an interior angle of $86^{\circ} 53' 32''$ and proceeding in a northwesterly direction bounded southwesterly by Orange Street, a distance of 191.11 feet to the place of beginning, there forming an interior angle of $93^{\circ} 06' 28''$ with the first-described course.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

BEING designated as Lot 76 on Tax Assessor's Plat 20 of the City of Providence, as presently constituted, for reference purposes only.

PARCEL THREE

That certain parcel of land situated in the City of Providence, County of Providence, State of Rhode Island, situated between the southerly line of Friendship Street, the westerly line of Dyer Street, and the easterly line of Peck Street, more particularly bounded and described as follows:

BEGINNING at the drill hole in the easterly line of Peck Street at the northwesterly corner of the herein-described parcel, said drill hole also being the southerly line of Friendship Street;

thence proceeding in an easterly direction bounded northerly by Friendship

Street, a distance of 35.60 feet to a drill hole;

thence turning an interior angle of $170^{\circ} 09' 00''$ and proceeding in an easterly direction bounded northerly by Friendship Street, a distance of 71.05 feet to point;

thence turning an interior angle of $49^{\circ} 26' 00''$ and proceeding in a southerly direction bounded easterly by Dyer Street, a distance of 137.47 feet to a drill hole in easterly line of Peck Street;

thence turning an interior angle of $50^{\circ} 13' 00''$ and proceeding in a northwesterly direction bounded westerly by Peck Street, a distance of 99.75 feet to the drill hole at the point and place of beginning, there forming an interior angle of $90^{\circ} 12' 00''$ with the first-described course.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

BEING designated as Lots 71 and 72 on Tax Assessor's Plat 20 of the City of Providence, as presently constituted, for reference purposes only.

PARCEL FOUR

That certain parcel of land situated in the City of Providence, County of Providence, State of Rhode Island, situated between the northerly line of Post Office Court, the easterly line of Weybosset Street, and the westerly line of Dyer Street, more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of the herein-described parcel at a point in the westerly line of Dyer Street, said point also being in the northerly line of Post Office Court;

thence proceeding in a westerly direction bounded southerly by Post Office Court, a distance of 271.74 feet to a point, in the easterly line of Weybosset Street;

thence turning an interior angle of $96^{\circ} 38' 45''$ and proceeding in a northerly direction bounded westerly by Weybosset Street, a distance of 92.98 feet to point;

thence turning an interior angle of $84^{\circ} 32' 15''$ and proceeding in an easterly direction by land now or formerly of Textron Realty, a distance of 232.94 feet to a point in westerly line of Dyer Street;

thence turning an interior angle of $115^{\circ} 52' 30''$ and proceeding in a southeasterly direction bounded easterly by Dyer Street, a distance of 109.10 feet to the point and place of beginning, there forming an interior angle of $62^{\circ} 56' 30''$ with the first-described course.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

BEING designated as Lot 70 on Tax Assessor's Plat 20 of the City of Providence, as presently constituted, for reference purposes only.

SUBJECT TO an easement for the use of entrance and downramp to underground parking garage, which said easement begins at the northeasterly corner of the above described parcel, said parcel also being in the westerly line of Dyer Street;

thence proceeding in a southeasterly direction bounded northeasterly by Dyer Street, a distance of 26.94 feet to a point;

thence turning an interior angle of $64^{\circ} 07' 30''$ and proceeding in a westerly direction, a distance of 37.93 feet to a point;

thence turning an interior angle of $106^{\circ} 38' 47''$ and proceeding in a northwesterly direction a distance of 25.30 feet to a point;

thence turning an interior angle of $73^{\circ} 21' 13''$ and proceeding in an easterly direction along the northerly property line of the aforesaid parcel, a distance of 33.42 feet to the point and place of beginning, there forming an interior angle of $115^{\circ} 52' 30''$ with the first-described course.

SUBJECT TO telephone and electric related easements in the former "Exchange Street", refer to City of Providence Land Evidence Records, Deed Book 1304, Page 96 and Deed Book 1247, Page 43 respectively. Exchange Street was abandoned by City Council Resolution #175, Dated 4/8/82.

PARCEL FIVE

That certain parcel of land situated in the City of Providence, State of Rhode Island, situated between the westerly line of Dyer Street, the northerly line of Custom House Street, the southerly line of Post Office Court, more particularly bounded and described as follows:

BEGINNING at a drill hole in the stone wall at the southeasterly corner of the herein-described parcel at a point in the westerly line of Dyer Street, said point also being in the northerly line of Custom House Street;

thence proceeding in a westerly direction bounded southerly by Custom House Street, a distance of 145.55 feet to a point in the easterly line of a 20' wide gangway;

thence turning an interior angle of $91^{\circ} 28' 35''$ and proceeding in a northerly direction bounded westerly by the gangway, a distance of 60.50 feet to a drill hole in a southerly line of Post Office Court;

thence turning an interior angle of $88^{\circ} 46' 45''$ and proceeding easterly in the southerly line of Post Office Court a distance of 121.78 feet to a point in the westerly line of Dyer Street;

thence turning an interior angle of $117^{\circ} 03' 30''$ and proceeding in a southeasterly direction bounded northeasterly by Dyer Street, a distance of 48.66 feet to a point;

thence turning an interior angle of $162^{\circ} 15' 45''$ and proceeding in a southerly direction bounded easterly by Dyer Street, a distance of 18.04 feet to the drill hole at the point and place of beginning, there forming an interior angle of $80^{\circ} 25' 25''$ with the first-described course.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

BEING designated as Lots 75 and 78 on Tax Assessor's Plat 20 of the City of Providence, as presently constituted, for reference purposes only.