

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Phone: (800) 331-3282 Fax: (818) 662-4141			
<b>B. E-MAIL CONTACT AT FILER (optional)</b> CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com			
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> 33578 - THE  <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">                     Lien Solutions                      P.O. Box 29071                      Glendale, CA 91209-9071                 </td> <td style="width: 40%; border: none; text-align: center;">                     68205023                       RIRI                 </td> </tr> </table> File with: Secretary of State, RI		Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	68205023  RIRI
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**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 ASHAWAY PINES RV RESORT LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6547 N. Avondale Avenue, Suite 301		CITY Chicago	STATE IL	POSTAL CODE 60631
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				
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:

All Debtor's Fixtures, Machinery and Equipment, Premiums, Awards, Leases, Rentals and Other Payments, now owned or hereafter acquired, including, but not limited to those items set forth on Exhibit A attached hereto and incorporated herein by reference, all in connection with the real estate located at 235 Ashaway Road, Bradord (Westery), Rhode Island, as more particularly described on Exhibit B 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

68205023

Jonathan S. Clapton

\$4,940,000

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Debtor:

Ashaway Pines RV Resort LLC  
6547 N. Avondale Avenue  
Suite 301  
Chicago, Illinois 60631

Secured Party:

The Washington Trust Company  
23 Broad Street  
Westerly, Rhode Island 02891  
Attn: Jonathan S. Clapton  
Vice President

The following terms shall have the following meanings:

**FIXTURES, MACHINERY AND EQUIPMENT:** All fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the real estate located at 235 Ashaway Road, Bradford (Westerly), Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Real Estate"), all buildings, structures, improvements and tenements of every kind or nature whatsoever now or hereinafter erected on the Real Estate and the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Real Estate; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Real Estate or any other location for incorporation into improvements located or to be located on the Real Estate, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs.

All machinery and equipment of every kind and nature whatsoever, now or hereafter located in or upon the Real Estate, or any part thereof, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Machinery and Equipment"). The Machinery and Equipment shall be deemed to include, without limitation of the generality of the foregoing, all right, title and interest of Debtor in and to all machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, now or any time hereafter attached to,

placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Real Estate.

All cash and non-cash proceeds of any of the foregoing Fixtures and/or Machinery and Equipment, including insurance proceeds, claims and settlements; and all proceeds and products of any Fixtures and/or Machinery and Equipment, including but not limited to any deposits or payments now or hereafter made by Debtor on any of the foregoing to be acquired by Debtor.

**PREMIUMS:** All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein, or any part thereof, into cash or liquidated claims.

**AWARDS:** All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein.

**LEASES:** All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Real Estate and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor, whether oral or written, together with and including the Debtor's entire right, title and interest in such leases and subleases, including, but not limited to, all the right, power and authority of Debtor to alter, modify or change such leases and subleases, or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the tenant from the performance or observance by the tenant of any obligation or condition thereof.

**RENTALS AND OTHER PAYMENTS:** All rents, issues and profits from the Real Estate and all other sums now or hereafter paid or payable to Debtor by tenants now or hereafter occupying the Real Estate or any portion thereof, under or by reason of all existing and future tenancies and leases and subleases of the whole or any part of the Real Estate, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any tenant, of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Real Estate, proceeds of rent insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any lease or sublease of the whole or any portion of the Real Estate or of the obligations of any tenant under such lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Real Estate by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Real Estate or any portion thereof, and all sums paid pursuant to settlement with or judgment against any tenant relating to any alleged breach of any lease, sublease or agreement.

## EXHIBIT B

That certain parcel of land, with all buildings and Improvements, situated northerly of Ashaway Road in the Town of Hopkinton, Washington County, the State of Rhode Island and Providence Plantations and shown on that plan entitled Overall Boundary Plan, Sheet 1 of 2 and Entrance Boundary Plan, Sheet 2 of 2 by DiPrete Engineering, Prepared for: Ashaway Pines, LLC, scales as noted, revised 11/01/10 and being more particularly described as follows:

Beginning at a #5 Rebar with Cap set on the northerly line of Ashaway Road, said point being 25.00 feet left of centerline station 114+76.14 as shown on Rhode Island Highway Plat No. 303, said point being the southwesterly corner of land now or formerly of Pawcatuck River Holdings, LLC (AP 23 Lot 47), and the most southeasterly corner of the herein described parcel;

Thence South  $89^{\circ} 17' 27''$  West, along the northerly line of said Ashaway Road, a distance of 84.33 feet to a #5 Rebar with Cap at the southeasterly corner of land now or formerly of Michael J. & Debra A. Geary (AP 3 Lot 4);

Thence North  $00^{\circ} 42' 33''$  West, bounded westerly by said Geary land, a distance of 83.43 feet to a Stone Bound;

The following two courses bounded westerly by land now or formerly of James R. & Linda R. Vadakin (AP 3 Lot 5);

Thence North  $17^{\circ} 44' 17''$  West, a distance of 403.69 feet to a Rebar;

Thence North  $17^{\circ} 44' 17''$  West, a distance of 172.07 feet to a Granite Bound;

The following two courses bounded westerly by land now or formerly of Henry J. & Barbara Stafford (AP 3 Lot 6):

Thence North  $18^{\circ} 12' 03''$  West, partially along a stone wall, a distance of 314.43 feet to a Drill Hole;

Thence North  $18^{\circ} 30' 40''$  West, along a stone wall, a distance of 209.71 feet;

Thence North  $18^{\circ} 30' 40''$  West, bounded westerly in part by said Stafford land and in part by land now or formerly of Merdith E. & Kenneth L. Taylor (AP 3 Lot Southeast), partially along a stone wall, a distance of 647.40 feet;

The following three courses bounded westerly, northerly and westerly by land of said Taylor:

Thence North  $18^{\circ} 12' 06''$  West, a distance of 382.10 feet to a Spike;

Thence North  $76^{\circ} 52' 59''$  East, a distance of 146.38 feet to a Drill Hole in the end of a stone wall;

Thence North  $03^{\circ} 21' 08''$  East, along a stone wall, a distance of 838.80 feet to a Drill Hole at the intersection of a stone wall;

Thence along the northerly, easterly and southerly lines of the herein described parcel, also being bounded by the southerly, westerly and northerly lines of land now or formerly of Kenneth H. & Ronald W. Pandera (AP 5 Lot 117), the following twenty-seven courses;

1. North  $82^{\circ} 10' 39''$  East, along a stone wall, a distance of 505.19 feet to a Drill Hole at an angle point in said stone wall;

2. South  $80^{\circ} 31' 02''$  East, along a stone wall, a distance of 373.68 feet to a Drill Hole at the intersection of a stone wall;

3. North  $09^{\circ} 37' 59''$  East, along a stone wall, a distance of 128.90 feet to a Drill Hole at the

Intersection of a stone wall;

4. North 83° 40' 27" East, along a stone wall, a distance of 665.68 feet to a Drill Hole at the corner of a stone wall;

5. South 06° 38' 21" West, along a stone wall, a distance of 919.20 feet to a Drill Hole at the end of said stone wall;

6. South 06° 38' 21" West, a distance of 14.35 feet;

7. South 17° 12' 12" East, a distance of 34.57 feet;

8. South 03° 28' 57" West, a distance of 1098.82 feet to an Iron Rod;

9. North 80° 23' 04" West, a distance of 285.10 feet to an Iron Rod;

10. South 46° 55' 28" West, a distance of 987.39 feet;

11. South 19° 32' 27" East, a distance of 19.40 feet;

12. South 16° 34' 59" East, a distance of 34.52 feet;

13. South 23° 12' 06" East, a distance of 12.25 feet;

14. South 12° 44' 55" East, a distance of 3.49 feet;

15. South 23° 20' 57" East, a distance of 7.94 feet;

16. South 24° 55' 29" East, a distance of 18.31 feet;

17. South 18° 27' 27" East, a distance of 62.21 feet;

18. South 08° 35' 03" East, a distance of 38.96 feet;

19. South 03° 32' 34" West, a distance of 8.58 feet;

20. South 05° 42' 15" East, a distance of 7.43 feet;

21. South 29° 55' 32" East, a distance of 7.44 feet;

22. South 39° 41' 37" East, a distance of 2.32 feet;

23. South 17° 14' 26" East, a distance of 61.54 feet;

24. South 11° 50' 18" East, a distance of 54.07 feet;

25. South 17° 56' 25" East, a distance of 54.74 feet;

26. South 26° 03' 10" East, a distance of 35.27 feet to a #5 Rebar with Cap;

27. North 79° 28' 27" East, a distance of 34.98 feet to a #5 Rebar with Cap;

Thence South 07° 49' 33" East, bounded easterly by land of said Pawcatuck River Holdings, LLC, a distance of 99.77 feet to a #5 Rebar with Cap on the northerly line of said Ashaway Road point of beginning.

**LESS AND EXCEPT THE FOLLOWING:**

A certain parcel of land together with all buildings and Improvements thereon, situated in the Town of Hopkinton, County of Washington and State of Rhode Island, bounded and described as follows:

Beginning at a drill hole in the wall at the southwest corner of the herein described parcel, said point being more particularly described as 976 feet northerly of the Intersection of the highway U.S. Route 216 (Ashaway-Bradford Road) so-called; with the existing gravel road also the Right of Way leading to the herein described parcel;

Thence northerly along the stone wall a distance of 209.71 feet to a drill hole in the wall, bounded westerly by land now or formerly of H. J. and B. P. Stafford;

Thence easterly turning an interior angle of 89 degrees, 57 minutes, 41 seconds a distance of 210.09 feet to an Iron pin, bounded northerly by land now or formerly of Sarah Land Company, L.L.C., the within grantor.

Thence southerly turning an interior angle of 89 degrees, 59 minutes, 09 seconds, a distance of 209.94 feet to an Iron pin, bounded easterly by land now or formerly of Sarah Land Company, L.L.C.;

Thence westerly turning an interior angle of 89 degrees, 57 minutes, 05 seconds, a distance of 209.90 feet to the point and place of beginning. Said last course forming an interior angle with said first-mentioned course of 90 degrees, 06 minutes, 04 seconds.