

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Patti Cokely 508-828-5343</b>
B. E-MAIL CONTACT AT FILER (optional) <b>Patti.Cokely@BCSBmail.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Bristol County Savings Bank 29 Broadway Taunton, MA 02780</b>

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>Carriage Realty LLC</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>17 Carraige Drive</b>	<b>Lincoln</b>	<b>RI</b>	<b>02865</b>	<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>Bristol County Savings Bank</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>29 Broadway</b>	<b>Taunton</b>	<b>MA</b>	<b>02780</b>	<b>USA</b>

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

**See attached exhibit A**  
**Also Debtor's addresses of:**  
**70-72 Tucker Street, Lincoln RI 02865**

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

**EXHIBIT A to UCC-1**

SECURED PARTY: Bristol County Savings Bank  
DEBTOR: Carriage Realty, LLC

**1. THE COLLATERAL.** The following items constitute the Collateral given to secure the Obligations hereunder and shall be included within the word "Collateral" as used herein:

**1.1 LAND.** The land and buildings known as 70-72 Tucker Street, Lincoln, RI, as described in Schedule "A" attached hereto and forming a part hereof, together with all rights, easements and other appurtenances thereto (all of which, together with all other items of Collateral to the extent that context permits, are hereinafter referred to as the "Premises" or the "Property").

**1.2 STRUCTURES, FIXTURES, AND IMPROVEMENTS.** Insofar as the same are or can, by agreement of the parties, be made a part of the realty, all buildings, structures and improvements, fixtures, equipment and appliances, personal property, goods, supplies and materials now or hereafter erected on or affixed to the Premises or appurtenant to the Premises, used or intended to be used in connection therewith all machinery, apparatus and equipment for the production and distribution of heated and cooled air, including oil and gas burners, furnaces and boilers, heat pumps, solar heating apparatus, air conditioning units, heating and air conditioning controls, fuel storage tanks, bins and other fuel facilities, hot water heaters, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and dryers, all sprinklers and fire extinguishing systems, doorbell and alarm systems, all electric power generating systems, transformers and electrical distribution systems, equipment and facilities, ventilation and blower systems, ceiling fans, garbage and trash receptacles, compactors and incinerators, all window shades, blinds, screens and screen doors, storm and other detachable windows and doors, awnings, cases, counters, closets, partitions, carpets and other floor coverings, signs, directories and other advertising or informational equipment, steel, bricks, lumber and masonry materials, paving materials, fences and fencing materials, insulation and sound deadening materials, trees, shrubs and other landscaping items and improvements; any swimming pool or related filtering, cleaning, water heating, and related pool apparatus or equipment

**1.3 ITEMS NOT PART OF REALTY.** All personal property belonging to Mortgagor situated on or about the Premises or used in connection therewith or paid from the proceeds of the loan secured hereby, including without limitation any of the items referred to in Paragraph 1.2, which are not and cannot, by agreement of the parties, be made a part of the realty.

**1.4 PERMITS AND LICENSES, CONTRACTS.** All contracts, agreements, permits, licenses and approvals entered into or now or hereafter obtained by or on behalf of Mortgagor or Mortgagor's predecessors relating to the construction, reconstruction, development and use of the Collateral, now existing or hereafter obtained or entered into, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, contracts for materials and fixtures, building permits, variances, special permits and curb cuts, occupancy permits, health permits, liquor, victualer and hotel permits and licenses, property management contracts, marina, dockage, piers, wharves, floats, and mooring permits and licenses, all warranties and claims thereunder on items referred to in Paragraph 1.2, all agreements and letters of assurance from utilities and Mortgagor's rights in all plans, drawings and specifications relating to or prepared in connection with or appurtenant to the Premises.

**1.5 INSURANCE AND TAKINGS.** Included herein as Collateral are all claims arising out of damage to the Collateral, or any taking of the Collateral by eminent domain or other governmental action, including but not limited to all insurance claims and the proceeds thereof.

1.6 ADDITIONAL PERSONAL PROPERTY, Without limiting the foregoing, all personal property (and the proceeds thereof) in all of its forms that Debtor now or hereafter or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those in which Debtor has an interest in mass or in joint or other interest or right of any kind, (including, without limitation any leasehold interest), whether or not such personal property, has any relation to the Property, and those in transit thereto or in any other location, including, without limitation, all of Debtor's right, title, interest in and to the following items (expressly excluding, however, trade fixtures in which Debtor has an interest, and other personal property of tenants of the Property), all of which are collectively referred to as "Personal Property":

(a) all sales agreements, deposits, escrow agreement other documents and agreements entered into with respect to the sale of any part of the Property, and all proceeds of the sale;

(b) all tenant security deposits, policies of insurance, accounts (including, without limitation, any escrow account described in this Mortgage and all sums on deposit therein), documents, instruments, and chattel paper, and any other agreements and rights relating to the Property, and other general intangibles, including, but not limited to all governmental permits relating to the Property of its Improvements or the business or activities conducted at and about the Property, all names under or by which the Property may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names, trademarks, and franchises relating in any way to the Property, all good will in any way relating to the Property, all licenses and permits relating in any way to, or to the operation of, the Property, all contractual rights, all options, all purchase orders, all manufacturers' warranties with respect to improvements, all construction contracts, all maintenance contracts, all service contracts and all Debtor's claims and rights arising under or pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C;

**SCHEDULE A**

That certain tract or parcel of land with all the buildings and other improvements thereon, situated on Tucker Street in the Town of Lincoln, comprising the whole of lots numbered one hundred thirty-four (134), one hundred thirty-five (135), one hundred thirty-six (136), one hundred thirty-seven (137), and one hundred thirty-eight (138) and that portion of lot numbered one hundred thirty-three (133) adjoining lot numbered one hundred thirty-four (134) measuring eight (8) feet on Tucker Street and holding that width extends back one hundred (100) feet, more or less, on that plat of land entitled, "Francis E. Tucker Park, made by John E. Judson, C.E. Dated May 1<sup>st</sup>, 1909", which said plat is on file in the office of the Recorder of Deeds in said Town of Lincoln on Plat Card No. 87.

**FOR REFERENCE PURPOSES ONLY:**

**PROPERTY ADDRESS:**

**70-72 TUCKER STREET**

**LINCOLN, RHODE ISLAND 02865**

**AP 10, LOT 267**