

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) 33578 - THE Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 69328739 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 Union Station Parking, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 56 Exchange Terrace		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				
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 of Debtor's Fixtures, Machinery and Equipment, Premiums, Awards, Leases, Rentals and Other Payments, Contracts, now owned or hereafter acquired, including but not limited to the items set forth in Exhibit A attached hereto, all in connection with the real estate located at 150 Memorial Boulevard, Providence, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference. The real estate is owned by the Debtor.

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:

69328739 Laurel L. Bowerman

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Union Station Parking, LLC
c/o Marsella Development Corporation
56 Exchange Terrace
Providence, RI 02903

Secured Party:

The Washington Trust Company
23 Broad Street
Westerly, Rhode Island 02891
Attn: Laurel L. Bowerman
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 150 Memorial Boulevard, Providence, 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

LEGAL DESCRIPTION

That certain tract or parcel of land with all buildings and improvements thereon situated on the southerly side of Memorial Boulevard, westerly side of Exchange Street in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the intersection of the southerly line of said Memorial Boulevard with the westerly line of said Exchange Street, said point of intersection being the northeasterly corner of the herein described parcel;

thence southerly bearing southwesterly along the arc of a curve having a radius of ten and 00/100 (10.00) feet, a distance along said arc and the westerly line of said Exchange Street of two and 10/100 (2.10) feet to a point of compound curve;

thence southerly bearing southwesterly along the arc of a curve having a radius of one thousand four hundred sixty-four and 00/100 (1,464.00) feet, a distance along said arc, and the westerly line of said Exchange Street, of thirty-five and 13/100 (35.13) feet to a point of tangency;

thence S 24° 51' 36" E along the westerly line of said Exchange Street, a distance of eighty-eight and 02/100 (88.02) feet to a corner;

thence S 65° 07' 24" W bounding southerly by Subparcel One-B East, a distance of three hundred sixty-two and 67/100 (362.67) feet to a corner;

thence N 24° 51' 36" W bounding westerly by Subparcel III, a distance of thirty-three and 35/100 (33.35) feet to a corner;

thence S 65° 08' 24" W bounded southerly by Subparcel III, a distance of twenty-eight and 00/100 (28.00) feet to a corner;

thence N 24° 51' 36" W bounded westerly by Subparcel III, a distance of sixty-five and 00/100 (65.00) feet to a corner;

thence S 65° 08' 24" W bounded southerly by Subparcel III, a distance of four and 23/100 (4.23) feet to a corner;

thence N 24° 51' 36" W a distance of seventeen and 00/100 (17.00) feet to a point of curvature;

thence northerly bearing easterly along the arc of a curve having a radius of three and 00/100 (3.00) feet a distance along said arc of four and 71/100 (4.71) feet to the point of tangency;

thence N 65° 08' 24" E a distance of twelve and 73/100 (12.73) feet to a corner;

thence N 24° 51' 36" W a distance of six and 25/100 (6.25) feet to a corner;

thence N 80° 56' 33" E a distance of twenty-seven and 98/100 (27.98) feet to a corner;

thence N 21° 08' 25" W a distance of eighteen and 41/100 (18.41) feet to a corner on the southerly line of said Memorial Boulevard, the last six (6) curves bounded on land now or formerly of the City of Providence;

thence N 65° 08' 24" E along the southerly line of said Memorial Boulevard, a distance of two hundred forty-two and 61/100 (242.61) feet to a point of curvature;

thence easterly bearing southeasterly along the arc of a curve having a radius of five hundred eighty-four and 00/100 (584.00) feet, a distance along said arc and the southerly line of said Memorial Boulevard of one hundred eight and 39/100 (108.39) feet to the point and place of beginning.

The above described parcel contains an area of fifty-one thousand thirty six (51,036) square feet of land.

Meaning and intending to describe the same premises conveyed in that Bargain and Sale Deed dated December 16, 1999 and recorded on December 23, 1999 at 10:39 AM in Book 4259 at page 193.

FOR REFERENCE ONLY:
150 Memorial Blvd
PROVIDENCE, RI 02903
APLAT: 19 LOT: 138