

**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  69328987 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 Plaza Associates, L.P.				
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 5 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:

69328987 Laurel L. Bowerman

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

**Debtor:**

Union Station Plaza Associates, L.P.  
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 5 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 the buildings and improvements thereon situated on the southerly side of Memorial Boulevard and the easterly side of Francis Street in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the intersection of the easterly line of Francis Street and the southerly line of Memorial Boulevard;

Thence N 65° 08' 24" E along the state highway line, as delineated on state highway plat No. 2526, a distance of one hundred three and 42/100 (103.42) feet to a point;

Thence N 65° 08' 24" E along the southerly line of said Memorial Boulevard a distance of two hundred sixty-six and 95/100 (266.95) feet to the northwesterly corner of land now or formerly of the City of Providence;

Thence S 24° 51' 36" E, a distance of fourteen and 00/100 (14.00) feet to a corner;

Thence N 65° 08' 24" E, a distance of twenty-nine and 00/100 (29.00) feet to a corner;

Thence S 24° 51' 36" E, a distance of twenty-three and 00/100 (23.00) feet to a corner;

Thence N 65° 08' 24" E, a distance of twenty-four and 69/100 (24.69) feet to a corner;

Thence S 22° 24' 06" W, a distance of two and 64/100 (2.64) feet to a corner;

Thence S 69° 51' 36" E, a distance of three and 00/100 (3.00) feet to a corner;

Thence N 17° 52' 42" E, a distance of two and 00/100 (2.00) feet to a corner;

Thence southeasterly bearing easterly along the arc of a curve having a radius of thirty-six and 00/100 (36.00) feet, a distance along said arc of fifty-three and 71/100 (53.71) feet to a corner;

Thence S 67° 35' 54" E, a distance of two and 00/100 (2.00) feet to a corner;

Thence N 20° 08' 24" E, a distance of three and 00/100 (3.00) feet to a corner;

Thence N 72° 07' 18" W, a distance of two and 64/100 (2.64) feet to a corner, the last eleven (11) courses bounding on said City of Providence land;

Thence N 65° 08' 24" E bounding in part by said City of Providence land and in part by land now or formerly of Parcel One Development Associates, a distance of nineteen and 03/100 (19.03) feet to a corner;

Thence S 24° 51' 36" E, a distance of sixty-five and 00/100 (65.00) feet to a corner;

Thence S 65° 08' 24" E, a distance of twenty-eight and 00/100 (28.00) feet to a corner;

Thence S 24° 51' 36" E, a distance of thirty-three and 35/100 (33.35) feet to a corner; the last three (3) courses bounding on said Parcel One Development Associates land;

Thence S 65° 07' 24" W bounding southerly by land now or formerly of Union Station Associates, a distance of two hundred eighteen and 85/100 (218.85) feet to a corner;

Thence S 24° 52' 36" E bounding easterly by said Union Station Associates land a distance of one and 58/100 (1.58) feet to a corner;

Thence S 65° 07' 24" W bounding southerly by said Union Station Associates land, a distance of one hundred sixteen and 32/100 (116.32) feet to a corner;

Thence S 24° 53' 36" E bounded easterly by said Union Station Associates land, a distance of ninety and 50/100 (90.50) feet to a corner on the northerly line of said Exchange Terrace;

Thence S 65° 07' 24" W along the northerly line of Exchange Terrace, a distance of forty-two and 00/100 (42.00) feet to a corner;

Thence N 24° 53' 36" W bounded westerly by land now or formerly of the Rhode Island Industrial Facilities Corp., a distance of ninety and 52/100 (90.52) feet to a corner;

Thence S 65° 09' 39" W bounding southerly by said Rhode Island Industrial Facilities Corp. land, a distance of one hundred forty-five and 83/100 (145.83) feet to a corner on the easterly line of said Francis Street;

Thence N 24° 52' 36" W along the easterly line of said Francis Street a distance of one hundred thirty-six and 89/100 (136.89) feet to the point of beginning.

The above described parcel contains an area of sixty-seven thousand eight hundred twenty-two (67,822) square feet of land.

EXCEPTING THEREFROM the interest vested in the hotel parcel of all area or volume of space that lies above a plane at an elevation of twenty-five (25) feet eight (8) inches, Providence City datum or mean high water, and all buildings and improvements of every kind and description located within the following described parcel:

Beginning at the intersection of the southerly line of Memorial Boulevard and the easterly line of said Francis Street;

Thence N 65° - 08' - 24" E along the state highway line, as delineated on state highway plat no. 2526, a distance of one hundred three and 42/100 (103.42) feet to a point;

Thence continuing N 65° - 08' - 24" E along the southerly line of said Memorial Boulevard a distance of one hundred ninety-two and 95/100 (192.95) feet to a corner;

Thence S. 24° - 51' - 36" E a distance of seventy-three and 33/100 (73.33) feet to a corner;

Thence S. 65° - 08' - 24" W a distance of eighty-four and 00/100 (84.00) feet to a corner;

Thence S. 24° - 51' - 36" E a distance of twenty and 00/100 (20.00) feet to a corner;

Thence S. 65° - 08' - 24" W a distance of twenty-nine and 08/100 (29.08) feet to a point of a curvature;

Thence westerly bearing northwesterly along the arc of a curve having a radius of five and 00/100 (5.00) feet a distance along said arc of one and 93/100 (1.93) feet to a point of reverse curvature;

Thence northwesterly bearing westerly along the arc of a curve having a radius of thirty-one (31.00) feet a distance along said arc of thirty-three and 95/100 (33.95) feet to a point of reverse curvature;

Thence southwesterly bearing westerly along the arc of a curve having a radius of five and 00/100 (5.00) feet a distance along said arc of three and 54/100 (3.54) feet to a point of tangency;

Thence S. 65° - 08' - 24" W a distance of twenty-eight and 42/100 (28.42) feet to a point of curvature;

Thence northwesterly bearing northerly along the arc of a curve having a radius of five and 00/100 (5.00) feet a distance along said arc of seven and 85/100 (7.85) feet to a point of tangency;

Thence N 24° - 51' - 36" W a distance of twenty-one and 00/100 (21.00) feet to a corner;

Thence S 65° - 08' - 24" W a distance of one hundred twelve and 85/100 (112.85) feet to a corner;

Thence N 24° - 52' - 36" W a distance of seventy-three and 33/100 (73.33) feet to the point and place of beginning.

Meaning and intending to describe the same premises as stated in those Bargain and Sale Deeds dated October 22, 1998 and recorded in the City of Providence Land Evidence Records on November 23, 1998 in Book 3945 at Page 316, Book 3945 at Page 319 and Book 3946 at Page 325.

FOR REFERENCE ONLY:  
5 MEMORIAL BOULEVARD  
PROVIDENCE, RI  
APLAT: 19 LOT: 137