

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) 22808 - WEBSTER BANK <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;"> Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 </td> <td style="width:50%; border:none; text-align:right;"> 70321476 RIRI FIXTURE </td> </tr> </table>		Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	70321476 RIRI FIXTURE
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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 Sawtooth Associates, LLC				
OR	1b INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)		SUFFIX
1c MAILING ADDRESS 10 High Street		CITY South Kingstown	STATE RI	POSTAL CODE 02879
			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 Webster Bank				
OR	3b INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)		SUFFIX
3c MAILING ADDRESS 436 Slater Rd.		CITY New Britain	STATE CT	POSTAL CODE 06053
			COUNTRY USA	

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

See EXHIBIT A attached hereto and made a part hereof.

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 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
 70321476 Sawtooth Associates

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here

9a ORGANIZATION'S NAME Sawtooth Associates, LLC	
OR	
9b INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME. Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME				
OR				
10b INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)INITIAL(S)				SUFFIX
10c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME. Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME				
OR				
11b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX	
11c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT.
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest).

16. Description of real estate

The real estate is commonly known as and numbered 10 HIGH STREET, SOUTH KINGSTOWN (WAKEFIELD), RHODE ISLAND, as more particularly described on EXHIBIT B attached hereto.

EXHIBIT A

**UNIFORM COMMERCIAL CODE
CONTINUATION OF FINANCING STATEMENT**

DEBTOR: **SAWTOOTH ASSOCIATES, LLC**
10 High Street
South Kingstown, Rhode Island 02879

SECURED PARTY: **WEBSTER BANK, NATIONAL ASSOCIATION**
436 Slater Road
New Britain, Connecticut 06053

The UCC-1 Financing Statement to which this **Exhibit A** is attached covers:

1. Personal Property - all fixtures, machinery, equipment, and other personal property of every kind, now or hereafter located in or upon or affixed to those certain lots or parcels of real estate, located in **SOUTH KINGSTOWN (WAKEFIELD), RHODE ISLAND, commonly known as and numbered 10 High Street**, as more particularly described in **Exhibit B** attached hereto (hereinafter called the "Premises") or any and all building and/or improvements (collectively, the "Improvements") now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (ii) gas, water and electrical equipment; (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors; (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings; (v) any and all franchises, licenses and permits, whether issued by national, state and/or local governmental body, department, agency or subdivision having jurisdiction over Debtor, any guarantor of Debtor or the Premises and Improvements, or any part thereof, or any use, operation or occupancy thereof, related to the use, operation or occupancy of the Premises and Improvements or any part thereof; (vi) any and all records and books of account now or hereafter maintained by debtor in connection with the operation of the Premises, Improvements and personal property or any part thereof; and (vii) all of Debtor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Mortgagor in connection therewith.

2. All renewals, replacements of, additions to, substitution for and proceeds of any and all of the foregoing.

3. All condemnation awards and policies of insurance maintained with respect to said real and personal property and all proceeds thereof.

4. All of the right, title and interest of Debtor, in and to all leases, subleases, occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, whether written or oral for any purpose, now or hereafter existing with respect to any portion or portions of the Premises and/or Improvements, together with any amendments, renewals or extensions thereof and all leases, subleases and tenancies or other agreements in substitution therefor (all of which are hereinafter collectively sometimes referred to as the "Leases").

5. Any and all rents and other payments of every kind due or payable and to become due or payable to Debtor by virtue of the Leases, or otherwise due or payable and to become due or payable to Debtor as a result of any use, possession or occupancy of any portion or portions of the Premises and/or Improvements.

To the extent any of the personal property described herein is or is to be affixed to real estate, said personal property described herein is or is to be affixed to real estate, said personal property is or is to be affixed to real estate owned by Debtor, which real estate is more particularly described in **Exhibit B** attached hereto.

EXHIBIT B

That certain lot or parcel of land, together with all buildings and other improvements thereon situated in the Town of South Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner of the herein described parcel, said point being the intersection of the westerly line of so called High Street, with the southerly line of a fifty foot private street;

Thence running southerly, bounded easterly, by so called High Street, a distance of 240.10' (two hundred forty and ten hundredths feet) to an angle point in said High Street;

Thence turning an interior angle of $194^{\circ}-13'-35''$ (one hundred ninety-four degrees, thirteen minutes, thirty-five seconds) and running southeasterly, bounded northeasterly, by said High Street, a distance of 74.60' (seventy-four and sixty hundredths feet) to land n/f of the Benjamin F. Robinson Estate;

Thence running an interior angle of $111^{\circ}-45'-00''$ (one hundred eleven degrees, forty-five minutes and zero seconds) and running southwesterly, bounded southeasterly by said Robinson land, a distance of 70.35' (seventy and thirty five hundredths feet) to a stone bound;

Thence turning an interior angle of $83^{\circ}-55'-23''$ and running northwesterly, bounded southwesterly, by said Robinson land, a distance of 48.09' (forty-eight and nine hundredths feet) to a point;

Thence turning an interior angle of $259^{\circ}-24'-58''$ (two hundred fifty-nine degrees, twenty-four minutes, fifty-eight seconds), and running southwesterly, bounded southeasterly by said Robinson land, a distance of 60.00' (sixty feet) to a point;

Thence turning an interior angle of $278^{\circ}-28'-03''$ (two hundred seventy-eight degrees, twenty-eight minutes, three seconds) and running southeasterly, bounded northeasterly by said Robinson land, a distance of 1.20' (one and twenty hundredths feet) to a drill hole;

Thence continuing southeasterly in a straight line, a distance of 24.09' (twenty-four and nine hundredths feet) to a concrete bound;

Thence turning an interior angle of $81^{\circ}-32'-32''$ (eighty-one degrees, thirty-two minutes, thirty-two seconds) and running southwesterly a distance of 209.81 (two hundred nine and eighty-one hundredths feet) to a granite bound;

Thence turning an interior angle of $78^{\circ}-13'-20''$ (seventy-eight degrees, thirteen minutes, twenty seconds) and running northerly, bounded westerly by land n/f SBI Building Management Co., LLC, a distance of 48.31' (forty-eight and thirty-one hundredths feet) to a point;

Thence turning an interior angle of $85^{\circ}-00'-33''$ (eighty-five degrees, zero minutes, thirty-three seconds) and running easterly, bounded northerly, by land n/f SBI Building Management Co., LLC, a distance of 17.22' (seventeen and twenty-two hundredths feet) to a point;

Thence turning an interior angle of $270^{\circ}-00'-00''$ (two hundred seventy degrees) and running northerly, bounded westerly by land n/f SBI Building Management Co., LLC, and a private road (West High Street), a distance of 365.69' (three hundred sixty-five and sixty-nine hundredths feet) to a point;

Thence turning an interior angle of $89^{\circ}-14'-03''$ (eighty-nine degrees, fourteen minutes, three seconds) and running easterly, bounded northerly by a private street, a distance of 310.99 (three hundred ten and ninety-nine hundredths feet) to the point and place of beginning.

Said first and last courses form an interior angle of $88^{\circ}-12'-33''$ (eighty-eight degrees, twelve minutes, thirty-three seconds).

Together, with that parcel of land extending twenty-five feet (25') in width which runs from the westerly line of High Street along the northerly boundary of the previously described parcel a distance of three hundred ten and 99/100 feet (310.99') and further described as a portion of a fifty feet (50') wide private street depicted on that plat entitled "Plat of House Lots in Wakefield in the Town of South Kingstown, RI Owned by the Wakefield Manufacturing Company, Scale 1"=100', May 4, 1909, Leon L. Holland".

Together with the benefit of a perpetual easement to pass and repass by foot and vehicle dated January 23, 2002 recorded with the South Kingstown Land Records in Book 947, Page 10.

Property Address:
10 High Street
South Kingstown, RI