

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> <b>Cristina Feden, Sr.VP, Commercial Lending</b>
<b>B E-MAIL CONTACT AT FILER (optional)</b>
<b>C SEND ACKNOWLEDGMENT TO (Name and Address)</b>  <b>Miller, Scott, Holbrook &amp; Jackson</b> <b>122 Touro Street</b> <b>Newport, RI 02840</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 1b blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME <b>WSA PROPERTY, INC.</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS <b>150 Franklin Street</b>		CITY <b>Bristol</b>	STATE <b>RI</b>	POSTAL CODE <b>02809</b>
			COUNTRY <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 2b 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>Berkshire Bank</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS <b>803 Main Street</b>		CITY <b>Willimantic</b>	STATE <b>CT</b>	POSTAL CODE <b>06226</b>
			COUNTRY <b>USA</b>	

4 COLLATERAL This financing statement covers the following collateral:

All tangible and intangible personal property and fixtures of the Debtors, whether now owned or hereafter acquired, or in which the Debtor may now or hereafter have an interest including, without limitation, all inventory, equipment, goods, accounts, contract rights, chattel paper, documents, instruments and general intangibles as more specifically described on Exhibit B attached hereto and made a part hereof; all proceeds and products of the foregoing. The foregoing relate to the property of Debtor now or hereafter located at 530 Wood Street, Bristol, Rhode Island, as more specifically described on Exhibit A attached hereto and made a part hereof, the recorded owner of which is now 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 ☐ Agriculture Loan ☐ Non-UCC Filing

7 ALTERNATIVE DESIGNATION if applicable: ☐ Lessee/Lessor ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Bailor/Bailee ☐ Licensee/Consignor

8 OPTIONAL FILER REFERENCE DATA

To be filed with RI SOS

## EXHIBIT A

Commitment Number:

That certain tract or parcel of land with any and all buildings and improvements thereon, situated on the easterly side of Wood Street, in the Town and County of Bristol, State of Rhode Island, and bounded and described as follows:

Beginning at the northwesterly corner of the herein described parcel, said point lying on the easterly line of Wood Street, 242.46 feet south from the southeasterly intersection of Wood Street and Franklin Street, which point is also the southwest corner of land now or lately of Elder Care One, Inc.

Thence easterly, bounded northerly by said land now or lately of Elder Care One, Inc., turning an interior angle of  $89^{\circ} 53' 40''$  a distance of 61.35' feet, to a point, thence turning an interior angle of  $180^{\circ} 38' 27''$  a distance of 158.10' feet to land now or lately of Elder Care Two, Inc., for a corner;

Thence southerly turning an interior angle of  $87^{\circ} 19' 16''$  a distance of 42.24' feet, to a point;

Thence turning an interior angle of  $181^{\circ} 51' 37''$  a distance of 32.22' feet, for a corner;

Thence easterly turning an interior angle of  $270^{\circ} 13' 42''$  a distance of 23.01' feet, for a corner;

Thence southerly turning an interior angle of  $89^{\circ} 57' 47''$  a distance of 72.49' feet, to a point for a corner, which point is on the northerly boundary of (unit 50) on that Condominium Plat entitled "BRISTOL INDUSTRIAL PARK CONDOMINIUM, BRISTOL, RHODE ISLAND, AP 29 LOT 1, BY WATERMAN ENGINEERING CO., CIVIL ENGINEERS - SURVEYORS, EAST PROVIDENCE, RHODE ISLAND," on January 13, 1989 at 11:13AM at plat envelope 213;

The last four courses being bounded by land now or lately of Elder Care Two, Inc.;

Thence westerly turning an interior angle of  $89^{\circ} 50' 38''$  a distance of 94.85' feet, for a corner;

Thence southerly turning an interior angle of  $270^{\circ} 25' 41''$  a distance of 1.59' feet, for a corner;

Thence westerly turning an interior angle of  $89^{\circ} 42' 09''$  a distance of 9.76' feet, for a corner;

Thence southerly turning an interior angle of  $269^{\circ} 58' 40''$  a distance of 42.74' feet, for a corner;

Thence westerly turning an interior angle of  $90^{\circ} 03' 45''$  a distance of 19.01' feet, for a corner;

Thence southerly turning an interior angle of  $269^{\circ} 59' 24''$  a distance of 71.58' feet, to a point for a corner, which point is the southeasterly corner of Phase L (unit 81) on that Condominium Plat Entitled, "BRISTOL INDUSTRIAL PARK CONDOMINIUM, BRISTOL, RHODE ISLAND, AP 29 LOT

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1. BY WATERMAN ENGINEERING CO., CIVIL ENGINEERS – SURVEYORS, EAST PROVIDENCE, RHODE ISLAND, on January 13, 1989 at 11:13AM at plat envelope 213;

Thence westerly turning an interior angle of  $89^{\circ} 47' 45''$  a distance of 116.74' feet, to a point on the easterly line of Wood Street, for a corner;

The last nine courses being bounded by Unit 50 on that Condominium Plat entitled, "BRISTOL INDUSTRIAL PARK CONDOMINIUM, BRISTOL, RHODE ISLAND, AP 29 LOT 1, BY WATERMAN ENGINEERING CO., CIVIL ENGINEERS – SURVEYORS, EAST PROVIDENCE, RHODE ISLAND," on January 13, 1989 at 11:13AM at plat envelope 213;

Thence northerly turning an interior angle of  $90^{\circ} 17' 29''$  a distance of 260.44' feet, along the easterly line of Wood Street, to the point and place of beginning.

However otherwise bounded and described, meaning and intending to convey Parcel C on that plan entitled "PERIMETER SURVEY FOR MOSAICO COMMUNITY DEVELOPMENT CORPORATION (APPLICANT) PO BOX 746, BRISTOL, RHODE ISLAND AT 530 WOOD STREET, BRISTOL, RHODE ISLAND BY LOUIS FEDERICI & ASSOCIATES – LAND SURVEYORS," dated September 15, 1996 revised May 21, 1997 and recorded in the Land Evidence Records for the Town of Bristol at plat envelope 333.

For further reference see Phases G, H, I, J, K, L delineated on that Condominium Plat entitled, "BRISTOL INDUSTRIAL PARK CONDOMINIUM, BRISTOL, RHODE ISLAND, AP 29 LOT 1, BY WATERMAN ENGINEERING CO., CIVIL ENGINEERS – SURVEYORS, EAST PROVIDENCE, RHODE ISLAND," on January 13, 1989 at 11:13AM at plat envelope 213.

Otherwise laid out and delineated as Lot 59 on Town of Bristol Assessor's Plat 29.

Together with a non-exclusive perpetual right of ingress and egress for pedestrian fire access and passage to and from a certain fire exit upon, over and across the parcel of land adjoining and south of the premises particularly described as building 5 (unit 80), which point begins on the southerly boundary of (unit 80) through building 7 (unit 50) on that condominium Plat entitled, "BRISTOL INDUSTRIAL PARK CONDOMINIUM, BRISTOL, RHODE ISLAND, AP 29 LOT 1, BY WATERMAN ENGINEERING CO., CIVIL ENGINEERS – SURVEYORS, EAST PROVIDENCE, RHODE ISLAND," on January 13, 1989 at 11:13AM at plat envelope 213, to an existing "access easement" to the easterly line of Wood Street as shown on the above referenced plat entitled "PERIMETER SURVEY FOR MOSAICO COMMUNITY DEVELOPMENT CORPORATION (APPLICANT) PO BOX 746, BRISTOL, RHODE ISLAND AT 530 WOOD STREET, BRISTOL, RHODE ISLAND BY LOUIS FEDERICI & ASSOCIATES – LAND SURVEYORS."

Together with and subject to all easements as shown on that plat entitled "PERIMETER SURVEY FOR MOSAICO COMMUNITY DEVELOPMENT CORPORATION (APPLICANT) PO BOX 746, BRISTOL, RHODE ISLAND AT 530 WOOD STREET, BRISTOL, RHODE ISLAND BY LOUIS FEDERICI & ASSOCIATES – LAND SURVEYORS." Dated September 15, 1996 revised May 21, 1997.

Together with and subject to access and utility easements at Book 641 Page 73, Book 641 Page 76 and Book 641 Page 58.

Together with and subject to access and easement maintenance agreement at Book 641 Page 62.

Together with and subject to party a wall agreement at Book 641 Page 64 and Book 641 Page 67.

Property Address:

530 Wood Street  
Bristol, Rhode Island  
Plat 29, Lot 59

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## EXHIBIT B

**A. Equipment, Etc.:** All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.

**B. Proceeds for Damage to the Mortgaged Property:** All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

**C. Utility Deposits:** All right, title and interest of the Debtor in and to all monetary deposits which Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Mortgaged Property.

**D. Records:** All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

### **DEFINITIONS:**

**"Code"** shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

**"Equipment"** shall include "equipment" within the meaning of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefore; all cash or non-cash Proceeds.

**"Fixtures"** shall mean "fixtures" within the meaning of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefore, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefore.

**"Obligations"** means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

**"Proceeds"** shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Mortgaged Property, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.