

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) X00288 - CITY Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 72668291 RIRI FIXTURE	

File with: Secretary of State, RI

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 200806253370 5/6/2008 SS RI	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer attach Amendment Acknowledgment (Form UCC3Ad) and provide Debtor's name in item 13
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2. **TERMINATION** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial) Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE**
 Check one of these two boxes: Debtor or Secured Party of record
 AND Check one of these three boxes to: CHANGE name and/or address Complete item 6a or 6b, and item 7a or 7b and item 7c ADD name Complete item 7a or 7b, and item 7c DELETE name Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION** Complete for Party Information Change - provide only one name (6a or 6b)

6a ORGANIZATION'S NAME CITY NATIONAL BANK AS SUCCESSOR IN INTEREST TO IMPERIAL CAPITAL BANK			
OR	6b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name do not omit, modify, or abbreviate any part of the Debtor's name)

7a ORGANIZATION'S NAME City National Bank			
OR	7b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7c MAILING ADDRESS PO Box 60938	CITY Los Angeles	STATE CA	POSTAL CODE 90060	COUNTRY USA
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8. **COLLATERAL CHANGE** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
 Indicate collateral

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a ORGANIZATION'S NAME CITY NATIONAL BANK AS SUCCESSOR IN INTEREST TO IMPERIAL CAPITAL BANK			
OR	9b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA** Debtor Name: White Eagle LLC
 72668291 018-ICB-CREDIT 81 Spring, 66 Summer, 8 Division,

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11 INITIAL FINANCING STATEMENT FILE NUMBER Same as item 1a on Amendment form
 200806253370 5/6/2008 SS RI

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT Same as item 9 on Amendment form

12a ORGANIZATION'S NAME CITY NATIONAL BANK AS SUCCESSOR IN INTEREST TO IMPERIAL CAPITAL BANK	
OR	
12b INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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13. Name of DEBTOR on related financing statement: (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a ORGANIZATION'S NAME White Eagle LLC			
OR			
13b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14 ADDITIONAL SPACE FOR ITEM 8 (Collateral)

Debtor Name and Address:

White Eagle LLC - 8 Lynn Avenue , Cranston, RI 02905

Secured Party Name and Address:

City National Bank - PO Box 60938 , Los Angeles, CA 90060

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

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate
 Refer to Legal Description attached hereto and made a part herewith.

Debtor: WHITE EAGLE, LLC
Item No. 6 (continued) - Exhibit "A"

All now owned and hereafter acquired personal property of Debtor obtained for or in connection with the design, planning construction, development, use, operation, maintenance, or marketing of the real property commonly known as **81 Spring Street, 66 Summer Street and 8 Division Street, Lincoln, Rhode Island 02838**, and more particularly described below (the "Real Property") and all buildings, structures and improvements now existing or hereafter constructed on the Real Property (the "Improvements"), or the operation of any business now or hereafter conducted on the Real Property, including without limitation all of Debtor's now owned and hereafter acquired right, title, and interest in and to the following:

1. All fixtures, machinery, machines, motor vehicles, tools, parts, equipment, pumps, engines, motors, boilers, incinerators, building materials, inventory, supplies, goods, systems for the supply or distribution of heat air conditioning, electricity, gas, water, air or light, elevators and related machinery and equipment, security, fire prevention and extinguishing equipment, security and access control equipment, plumbing, showers, bath tubs, water heaters, toilets, sinks, stoves, ranges, refrigerators, dishwashers, disposals, laundry equipment, wall, window and floor coverings, partitions, doors, windows, hardware, waste and rubbish removal equipment, recreational equipment, signs, furniture, furnishings, appliances, telephone equipment, computer systems, office equipment and supplies, plants, carpets, rugs, sculptures, art work, mirrors, tables, lamps, beds, television sets, light fixtures, chandeliers, desks, cabinets, bookcases, chairs, sofas, benches, and janitorial and maintenance equipment and supplies, and all substitutions, accessories, accessions, replacements, improvements, and additions to any or all of the foregoing;

2. All deposits, advance payments, security deposits, and rental payments made by or on behalf of Debtor to others in connection with the Real Property or Improvements and relating to any or all of the following: (a) management or operational services; (b) marketing services; (c) architectural, engineering, or design services; (d) utility services; (e) cleaning, maintenance, security, or repair services; (f) rubbish or refuse removal services; (g) sewer services; (h) rental of furnishings, fixtures or equipment; (i) parking; or (j) any service similar to any or all of the foregoing;

3. All reports, appraisals, drawings, plans, blueprints, studies, specifications, certificates of occupancy, building permits, grading permits, and surveys relating to all or part of the Real Property or Improvements, and all amendments, modifications, supplements, general conditions and addenda thereto;

4. All trade names, trademarks, trade styles, service marks, domain names, computer software and computer software products, logos, letterheads, advertising symbols, goodwill, telephone numbers, advertising rights, negatives, prints, brochures, flyers, pamphlets and other media items used or intended to be used in connection with the Real Property or Improvements;

5. All warranties and guaranties, whether written or oral, from any third party which directly or indirectly relate to all or part of the Real Property, Improvements or personal property described in paragraphs 1 through 4 above;

6. All legal and equitable claims, causes of action, and rights against architects, engineers, designers, contractors, subcontractors, suppliers, materialmen and any other parties supplying labor, services, materials or equipment, directly or indirectly, in connection with the design, planning, construction, development, use, operation, maintenance, or marketing of all or part of the Real Property or Improvements;

7. All (a) claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature which Debtor now has or which may hereafter accrue against any person or entity, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise out of any condemnation of all or part of the Real Property and Improvements (collectively, the "Property") or other taking of the Property for public or quasi-public use by eminent domain or to the transfer of the Property in lieu of condemnation or any such taking (collectively, the "Condemnation Claims"); (b) proceeds of the Condemnation Claims,

Debtor: WHITE EAGLE, LLC

Item No. 4 (continued) - Exhibit "A"

including all money, deposit accounts, accounts, general intangibles, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Condemnation Claims; (c) claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature which Debtor now has or which may hereafter accrue against any person or entity, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise under any policy of insurance (collectively, the "Insurance Policies") which Debtor maintains with respect to the all or part of the Property (collectively, the "Insurance Claims"); (d) proceeds of the Insurance Claims (regardless of whether or not Secured Party required Debtor to obtain or maintain in effect the Insurance Policy or Insurance Policies under the which the Insurance Claims arise or the Insurance Proceeds are payable), including all money, deposit accounts, accounts, general intangibles, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Insurance Claims; (e) claims (including without limitation commercial tort claims), actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature (other than the Insurance Claims and Condemnation Claims) which Debtor now has or which may hereafter accrue against any person or entity, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise out of any or all of the following (collectively, the "Property Claims"): (i) the Property; (ii) any existing or future fact, matter, occurrence, or transaction relating to the Property; or (iii) the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property; and (f) proceeds of the Property Claims, including all money, deposit accounts, accounts, general intangibles, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Property Claims.

8. All real property tax refund claims, general intangibles (including without limitation payment intangibles), letters of credit, letter-of-credit rights, supporting obligations, accounts, deposit accounts, documents, instruments, chattel paper (including without limitation electronic chattel paper and tangible chattel paper), health-care-insurance receivables, and accounts receivable relating to the design, planning, construction, development, use, operation, maintenance or marketing of all or part of the Property or any business now or hereafter conducted on all or part of the Property, including without limitation any right to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered, however evidenced, including without limitation purchase orders, negotiable documents, notes, drafts, acceptances, claims, instruments, insurance policies, and all other forms of obligations and receivables; and

9. All products and proceeds of any or all of the foregoing personal property, including without limitation all money, deposit accounts, accounts, chattel paper, documents, notes, drafts, instruments, insurance proceeds, and all other tangible and intangible property resulting from the sale, lease, or other disposition of any or all of the foregoing personal property.

The legal description of the Real Property referred to above is as follows:

**THE REAL PROPERTY REFERRED TO HEREIN IS ALL THAT CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF LINCOLN, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND,
DESCRIBED AS FOLLOWS:**

SEE EXHIBIT "A" - LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREWITH.

**ASSESSOR'S PLAT NO.: 37 LOTS: 126, 127, 128 AND 240
COMMONLY KNOWN AS: 81 SPRING STREET, 66 SUMMER STREET AND 8 DIVISION STREET
LINCOLN, RHODE ISLAND 02838**

EXHIBIT A

Parcel I

A certain lot or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Spring Street, and the southeasterly side of Summer Street, in the Town of Lincoln, County of Providence, State of Rhode Island, and shown on that plan entitled "Plan of land for L.W. Associates, Eagle III L.P., Lincoln, Rhode Island, January, 1991, Revised: February 26, 1991, Scale: 1 inch equals 20 feet" by Robert C. Courmoyer & Assoc., Inc. more particularly bounded and described as follows:-

Beginning at a point on the northwesterly line of said Spring Street, said point being the most northeasterly corner of land now or formerly of RVLS Ventures, said point being the most southwesterly corner of the parcel hereby described;-

- thence: Northwesterly, along said RVLS Ventures land, ninety one and fifty seven one hundredths (91.57) feet to land now or formerly of Donat Godin;-
- thence: Northeasterly, turning an interior angle of $90^{\circ} - 00' - 00''$ along said Godin land, fifty one and zero one hundredths (51.00) feet;-
- thence: Northwesterly, turning an interior angle of $270^{\circ} - 00' - 00''$, ninety one and fifty eight one hundredths (91.58) feet to the southeasterly line of said Summer Street, the last two lines bounding on said Godin land;-
- thence: Northeasterly, along the southeasterly line of said Summer Street, turning an interior angle of $90^{\circ} - 00' - 00''$, one hundred forty six and nine one hundredths (146.09) feet to land now or formerly of Robert S. Jenson & Thomas Bouthillette;-
- thence: Southeasterly, along said Jenson & Bouthillette land, turning an interior angle of $86^{\circ} - 20' - 00''$, one hundred eighty two and forty one hundredths (182.40) feet to the northwesterly line of said Spring Street;-
- thence: Southwesterly, along the northwesterly line of said Spring Street, turning an interior angle of $101^{\circ} - 46' - 00''$, eight and zero one hundredths (8.00) feet;-
- thence: Southwesterly, turning an interior angle of $171^{\circ} - 54' - 00''$, one hundred seventy seven and fifty one hundredths (177.50) feet to the point of beginning, said line forming an interior angle of $90^{\circ} - 00' - 00''$ with the first mentioned line;-

Containing 30,347 square feet or 0.6967 acres.

Parcel II

A certain lot or parcel of land with all the buildings and improvements thereon situated on the southwesterly side of Railroad Street and the southeasterly side of Division Street, in the Town of Lincoln, County of Providence, State of Rhode Island, and shown on that plan entitled "Plan of land for L.W. Associates - Eagle III L.P., Lincoln, Rhode Island, January, 1991, Revised: February 26, 1991, Scale: 1 inch equals 20 feet" by Robert C. Courmoyer & Assoc., Inc., more particularly bounded and described as follows:-

Beginning at a point at the intersection of the southwesterly line of said Railroad Street and the southeasterly line of said Division Street, said point being the most northwesterly corner of the parcel hereby described;-

- thence: Southeasterly, along the southwesterly line of said Railroad Street, one hundred and forty one one hundredths (100.41) feet to land now or formerly of Robert L. & Maria V. Leisieur;-
- thence: Southwesterly, turning an interior angle of $87^{\circ} - 16' - 54''$ along said Leusieur land, sixty two and fifty five one hundredths (62.55) feet;-
- thence: Southeasterly, turning an interior angle of $270^{\circ} - 00' - 00''$, three and zero one hundredths (3.00) feet;-
- thence: Southwesterly, turning an interior angle of $90^{\circ} - 00' - 00''$, thirty one and eighty eight one hundredths (31.88) feet to land now or formerly of Gerard J. & Noella Peloquin, the last three lines bounding on said Leisieur land;-
- thence: Northwesterly, along said Peloquin land, turning an interior angle of $89^{\circ} - 37' - 00''$, one hundred three and eighty nine one hundredths (103.89) feet to the southeasterly line of said Division Street;-
- thence: Northeasterly, along the southeasterly line of said Division Street, turning an interior angle of $90^{\circ} - 00' - 00''$, eighty nine and zero one hundredths (89.00) feet to the point of beginning, said line forming an interior angle of $93^{\circ} - 06' - 06''$ with the first mentioned line;-

Containing 9,320 square feet or 0.2139 acres.

Property Addresses:

81 Spring Street, 66 Summer Street, 8 Division Street
Lincoln, RI