

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B	Lien Solutions PO Box 29071 Glendale, CA 91209-9071 Order 72735013
C	

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 D'Ambra Johnston, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
80 Centre of New England Boulevard	Coventry	RI	02816	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
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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	CITY	STATE	POSTAL CODE	COUNTRY
23 Broad Street	Westerly	RI	02891	USA

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

See Exhibit A attached hereto and incorporated herein

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailee <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA: Our File No. 2007-394	

EXHIBIT A

Debtor: D'Ambra Johnston, LLC
80 Centre of New England Boulevard
Coventry, Rhode Island 02816

Secured Party: The Washington Trust Company
23 Broad Street
Westerly, Rhode Island 02891

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY: All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

C. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits that the 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 Premises.

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

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

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 Section 9-102(a)(33) 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 therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) 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 therefor, 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 therefor.

"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, arising under and pertaining only to that certain Three Million Six Hundred Thousand Dollar (\$3,600,000) loan from the Secured Party to the Debtor (the "Loan") 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 indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to the Secured Party, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement for the Loan giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Premises" shall mean the real estate of the Debtor located at 8 Shun Pike, Johnston, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"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 Collateral, (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 Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

EXHIBIT B

That certain tract or parcel of land in the proposed Lakeside Commerce Center Industrial Park, with all buildings and improvements thereon, situated on the southerly side of Shun Pike and the westerly side of Interstate 295 in the Town of Johnston, County of Providence, State of Rhode Island, being delineated as "Proposed Lot 2" on that certain plan prepared for RI Resource Recovery Corporation entitled, "Proposed Subdivision Lakeside Commerce Center, Shun Pike, Johnston, Rhode Island", prepared by Crossman Engineering, Inc., Dated: June 2008, Scale: 1"=200', which plan was recorded in the Land Evidence Records for the Town of Johnston on August 13, 2008 at 11:00 a.m. in Misc. Book 3 at Page 261, bounded and described as follows:

That certain tract or parcel on land in the Lakeside Center Industrial Park with all buildings and improvements thereon situated on the southerly side of Shun Pike and Scituate Avenue and on the westerly side of Interstate Route 295 in the Town of Johnston, County of Providence, and the State of Rhode Island bounded and described as follows:

Beginning at the southerly sideline of Scituate Avenue and the westerly sideline of Austin's Way at the northeasterly corner of the herein described parcel;

Thence southeasterly along the westerly sideline of Austin's Way and along the arc of a curve to the right having an arc length of fifty-nine and 85/100 (59.85) feet, a radius of forty and 00/100 (40.00) feet to a point of tangency;

Thence southerly and along the westerly sideline of Austin's Way for a distance of one hundred sixteen and 38/100 (116.38) feet to a point of curvature forming an interior angle of 137° - 08' - 03" with the chord of said last course;

Thence southerly and along the westerly sideline of Austin's Way along the arc of a curve to the left having a length of one hundred eighty-six and 79/100 (186.79) feet, a radius of six hundred forty and 00/100 (640.00) feet to a point of tangency forming an interior angle of 188° - 21' - 40" with said last course;

Thence southerly and along the westerly sideline of Austin's Way for a distance of one hundred twenty-one and 57/100 (121.57) feet to a point forming an interior angle of 188° - 21' - 40" with the chord of the last course;

Thence westerly for a distance of one hundred twenty and 70/100 (120.70) feet to a point forming an interior angle of 87° - 30' - 42" with said last course;

Thence southerly for a distance of one hundred fifty-three and 45/100 (153.45) feet to a point forming an interior angle of 272° - 42' - 17" with said last course;

Thence southerly for a distance of two hundred nine and 93/100 (209.93) feet to a point, forming an interior angle of 179° - 46' - 57" with said last course;

Thence westerly for a distance of three hundred forty-one and 47/100 (341.47) feet to a point forming an interior angle of 92° - 23' - 33" with said last course;

Thence northerly for a distance of one hundred fifty-seven and 42/100 (157.42) feet to a point, forming an interior angle of 106° - 50' - 43" with said last course;

Thence northerly for a distance of one hundred sixty and 90/100 (160.90) feet to a point, forming an interior angle of $184^{\circ} - 41' - 44''$ with said last course;

Thence northerly for a distance of one hundred eighty-four and 56/100 (184.56) feet to a point, forming an interior angle of $179^{\circ} - 47' - 31''$ with said last course;

Thence northerly for a distance of two hundred eighty-six and 44/100 (286.44) feet to a point, forming an interior angle of $179^{\circ} - 42' - 11''$ with said last course;

Thence northerly for a distance of three hundred ten and 55/100 (310.55) feet to a point on the southerly sideline of Shun Pike and a point of curvature, forming an interior angle of $171^{\circ} - 05' - 04''$ with said last course;

Thence easterly along the southerly sideline of Shun Pike and along the arc of a curve to the right having an arc length of five hundred fifty-seven and 20/100 (557.20) feet, a radius of four hundred eighty-nine and 58/100 (489.58) feet to a point of tangency, forming an interior angle of $76^{\circ} - 18' - 23''$ with said last course;

Thence southeasterly along the southerly sideline of Shun Pike and Scituate Avenue for a distance of two hundred twenty and 43/100 (220.43) feet to a point of curvature, forming an interior angle of $147^{\circ} - 26' - 42''$ with the chord of said last course;

Thence southeasterly along the southerly sideline of Scituate Avenue and along the arc of a curve to the left having an arc length of one hundred eighty-four and 92/100 (184.92), a radius of one thousand thirty-five and 00/100 (1035.00) feet to the point and place of beginning, forming an interior angle of $185^{\circ} - 37' - 13''$ with said last course;

Said chord of last course forming an interior angle of $142^{\circ} - 15' - 33''$ with the chord of the first described course.

Meaning and intending to describe the same premises conveyed by Warranty Deed dated February 27, 2013 and recorded February 28, 2013 at 11:05 AM in Book 2274 at Page 263.

FOR REFERENCE ONLY:

8 Shun Pike a/k/a Green Earth Avenue
Johnston, RI
APLAT: 31 LOT: 65