

UCC FINANCING STATEMENT

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) 32814 - THE <div style="display: flex; justify-content: space-between;"> <div> Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 </div> <div> 73923616 RIRI </div> </div>	
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 110 Westminster Partners LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c MAILING ADDRESS 100 Westminster Street, Suite 1700		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, of Westerly				
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 the Debtor's personal property and fixtures, including the following, now owned or hereafter acquired by Debtor or in which Debtor has or may hereafter acquire an interest, whether now existing or hereafter arising, and all products and proceeds thereof, inventory, equipment, fixtures, accounts, general intangibles, letter-of-credit rights, deposit accounts, chattel paper, instruments, documents and investment property, and books and records with respect to all of the foregoing.

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) ☐ Lessor/Lessor ☐ Consignor/Consignor ☐ Seller/Seller ☐ Bailee/Bailor ☐ Licensee/Licensee

8 OPTIONAL FILER REFERENCE DATA

73923616

Laurel L. Bowerman

95454270

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michelle MacKnight - 521-7000	
B. E-MAIL CONTACT AT FILER (optional) mmacknight@rcfp.com	
C. SEND ACKNOWLEDGMENT TO (Name and Address) Edward G. Avila, Esquire Roberts, Carroll, Felstein & Peirce 10 Weybosset Street Providence, RI 02903	

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 110 Westminster Partners, LLC				
OR 1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S) INITIAL(S)
				SUFFIX
1c. MAILING ADDRESS 76 Dorrance Street		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 ASSIGNOR 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

See Exhibit A attached hereto and incorporated herein by reference.

Filed with RI Secretary of State's Office

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/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA Our File No. 2007-347 107380-1-981440	

EXHIBIT A

Debtor: 110 Westminster Partners, LLC
76 Dorrance Street
Providence, Rhode Island 02903

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.

"Mortgage" shall mean that Mortgage and Security Agreement by Debtor to the Secured Party dated as of July 17, 2014.

"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, with respect to the Note and the Loan Documents (as those terms are defined in the Mortgage) 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 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.

"Premises" shall mean the real estate owned by the Debtor located at 110 Westminster Street in Providence, 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

Parcel I:

That certain lot or parcel of land together with all the buildings and improvements thereon, situated on the southeasterly side of Westminster Street, in the City and County of Providence, and State of Rhode Island, being comprised of two parcels of land described as follows:

Beginning at a point in the southeasterly line of Westminster Street at a spike set in a crack being the northwest corner of the within described parcel and the northeast corner of land now or formerly of the Rhode Island Association for the Blind; thence northeasterly bounded northwesterly by Westminster Street eighty-two and 06/100 (82.06) feet to land now or formerly of Fleet National Bank; thence turning an interior angle of $89^{\circ} 55' 20''$ and running southeasterly ninety-two and 71/100 (92.71) feet along the face of a building; thence turning an interior angle of $161^{\circ} 08' 05''$ and running southerly forty-one and 57/100 (41.57) feet along the face of the building to the concrete nail set in the wall and land now or lately of Hall's Building Associates, the last two courses being along Fleet National Bank land; thence turning an interior angle of $115^{\circ} 47' 15''$ and running southwesterly along the face of a stone foundation wall bounded southeasterly by said Hall's Building Associates' land, a distance of sixteen and 53/100 (16.53) feet to land now or lately of Old Colony Cooperative Bank and a concrete nail in the wall; thence turning an interior angle of $87^{\circ} 41' 50''$ and running northwesterly bounded southwesterly by Old Colony Cooperative Bank land, a distance of fifteen and 61/100 (15.61) feet to a railroad spike; thence turning an interior angle of $270^{\circ} 05' 40''$ and running southwesterly in part along the face of the building, a distance of fifteen and 92/100 (15.92) feet to a railroad spike; thence turning an interior angle of $268^{\circ} 58' 45''$ and running southeasterly, a distance of ten and 12/100 (12.10) feet to a corner, marked by a lead plug with tack; thence turning an interior angle of $92^{\circ} 09' 00''$ and running southwesterly, a distance of ten and 63/100 (10.63) feet to land now or lately of Rhode Island Association for the Blind, the last four courses being along said Old Colony Cooperative Bank land; thence turning an interior angle of $84^{\circ} 04' 00''$ and running northwesterly, a distance of thirty and 46/100 (30.46) feet to a corner marked by a lead plug with tack; thence turning an interior angle of $270^{\circ} 23' 00''$ and running southwesterly, a distance of twenty-five and 24/100 (25.24) feet to a corner; thence turning an interior angle of $89^{\circ} 41' 20''$ and running northwesterly a distance of one hundred and 52/100 (100.52) feet to the point and place of beginning, the last three courses being along said Rhode Island Association for the Blind land, the last course forming an interior angle of $90^{\circ} 05' 45''$ with the first course.

Property Address:

90, 102, and 110 Westminster Street
Providence, RI

Parcel II:

That parcel of land situated in the City of Providence, County of Providence, and State of Rhode Island and Providence Plantations described as follows:

Beginning in the westerly line of Weybosset Street at the northeasterly corner of land now or formerly of Granoff Realty III Limited Partnership;

Thence N. $86^{\circ} 57' 46''$ W fifty and 03/100 feet (50.03') to a point;

Thence S. $01^{\circ} 17' 46''$ E one and 32/100 feet (1.32') to a point;

Thence S. $88^{\circ} 07' 54''$ W thirty three and 51/100 feet (33.51') to a point;

Thence N. $05^{\circ} 13' 04''$ E. eleven and 92/100 (11.92') to a point;

Thence N. $03^{\circ} 28' 04''$ E twelve and 26/100 (12.26') to a point;

Thence N. 07° 36' 53" E nine and 79/100 (9.79') feet to a point, the last six courses bounded by said land of Granoff Realty III Limited Partnership;

Thence N. 08° 12' 48" E bounded westerly by other land now or formerly of Granoff Realty II Limited Partnership twenty four and 58/100 feet (24.58') to a point;

Thence S. 89° 56' 25" E bounded northerly by said land of Granoff Realty II Limited Partnership seventy nine and 31/100 feet (79.31') to Weybosset Street;

Thence S. 02° 28' 25" W bounded easterly by Weybosset Street fifty eight and 35/100 feet (58.35') to the point of beginning.

Parcel contains 0.10746 acres or 4,681 square feet more or less.

Property Address.

27 Weybosset Street
Providence, RI