

UCC-1 Form

FILER INFORMATION

Full name:

Email Contact at Filer: LISA@BEATONPETERSEN.COM

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 11 MAPLE AVENUE

City, State Zip Country: SHREWSBURY, MA 01545 USA

DEBTOR INFORMATION

Org. Name: 401 CLINTON ST LLC

Mailing Address: 401 CLINTON STREET

City, State Zip Country: WOONSOCKET, RI 02895 USA

SECURED PARTY INFORMATION

Org. Name: DIGITAL FEDERAL CREDIT UNION

Mailing Address: 220 DONALD LYNCH BOULEVARD

City, State Zip Country: MARLBOROUGH, MA 01752 USA

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: ZHANG/DCU

COLLATERAL

ALL DEBTOR'S RIGHT, TITLE AND INTEREST IN ALL COLLATERAL, WHETHER NOW EXISTING OR HEREAFTER CREATED OR ARISING, INCLUDING ALL EQUIPMENT AND FIXTURES, ALL INSURANCE PROCEEDS, ALL EMINENT DOMAIN AWARDS, ALL RENTS AND OTHER INCOME FROM THE PREMISES, ALL LEASES THEREOF, ALL LICENSES, PERMITS, BOOKS AND RECORDS RELATING TO THE PREMISES, AND ALL PROCEEDS OF ALL OF THE FOREGOING. THE COLLATERAL IS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO.

**EXHIBIT A
FINANCING STATEMENT**

Debtor or "Borrower":
401 Clinton St LLC
401 Clinton Street
Woonsocket, RI 02895

Secured Party or "Bank":
Digital Federal Credit Union
220 Donald Lynch Blvd.
Marlborough, MA 01752

The Collateral granted by the Borrower to Secured Party consists of all of Borrower's right, title and interest in and to the following:

(1) the Premises described in the confirmatory deed to Borrower recorded with the Land Evidence Office, Woonsocket, Rhode Island in Book 2511, Page 254 (the "Deed").

(2) the Premises Collateral;

(3) all cash and non-cash proceeds of the foregoing, including all insurance proceeds relating to all or any portion of the foregoing Mortgaged Premises described in (1) and (2) above, all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Mortgaged Premises (including the Rents and the other Premises Collateral) described above, and all awards, damages, proceeds and refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the Mortgaged Premises herein described (collectively sometimes "Proceeds").

For purposes hereof, the following terms shall have the meanings set forth below:

Leases means all present and future leases, subleases, and tenancies of any type of all or any portion of the Premises now or hereafter in force and effect, all extensions and renewals thereof, and any and all guaranties of any Lease or instruments in the nature of a guaranty for the payment and performance of the lessee's or tenant's obligations under any Lease.

Mortgaged Premises means, collectively, the Premises and the Premises Collateral.

Premises shall mean the land of the Borrower described in the Deed together with any and all buildings, structures and improvements now or hereafter located thereon; all rights of way or use, servitudes, licenses, tenements, hereditaments,

appurtenances, easements and other rights now existing or hereafter acquired, belonging or pertaining thereto; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned or leased by the Borrower and used or procured for use in connection with the construction, operation and maintenance of the Premises, insofar as the same are, or can by agreement of the parties be made, a part of the real estate.

Premises Collateral shall mean all of Borrower's right, title and interest in and to all of the following property, wherever located and whether now existing or owned or hereafter created, arising or acquired; (i) all equipment (as defined in the Uniform Commercial Code), now or hereafter located on and used or intended to be used in connection with the operation or maintenance of the Premises; (ii) all sums due as Rent (as hereafter defined) and all of Borrower's right, title and interest in, to and under such Leases; (iii) all sums, if any, held from time to time by the Bank under the Borrower's mortgage of the Premises as tax or insurance escrows; (iv) all licenses and permits for the construction, use, operation or occupancy of the Premises; (v) all books and records relating to the Borrower's operation of the Premises; (vi) all contracts, agreements and warranties, including rights to return of deposits, prepaid premiums or other payments, relating to the construction, use or occupancy of the Premises; and (vii) all other personal property of the Borrower arising from, or now or hereafter relating to, or used in connection with the operation or maintenance of the Premises or any part thereof, including without limitation, all building materials, and fixtures (each as defined in the Uniform Commercial Code).

Rents means all present and future rents, income, profit or other sums of money that any at any time arise or become due as rent under the terms of any Lease or tenancy at will, whether now in existence or hereafter arising, or for the use and occupancy of all or any portion of the Premises.

UCC all terms used herein which are defined in the Uniform Commercial Code as now or hereafter adopted in the Commonwealth of Massachusetts (the "UCC") shall have the meanings given to them in the UCC.