



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) <div style="border: 1px solid black; padding: 5px;"> <p>Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset St., 8th Floor Providence, RI 02903</p> </div>

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 Boucher 1275, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 600 Cass Avenue		CITY Woonsocket	STATE RI	POSTAL CODE 02895
			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 Bank Rhode Island				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903
			COUNTRY USA	

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

See Exhibit A attached hereto and incorporated herein by reference.

6. 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 Dependent'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/Lessee Consignee/Consignor Seller/Buyer Bailor/Bailor Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:
Our File No. 2116-695

Filed with Rhode Island Secretary of State

EXHIBIT A

Debtor: Boucher 1275, LLC
600 Cass Avenue
Woonsocket, RI 02895

Secured Party: Bank Rhode Island
One Turks Head Place
Providence, RI 02903

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.

"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, 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.

"Premises" shall mean the real estate of the Debtor located at 1275 Wampanoag Trail, East 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.

2116-695/#3687296

EXHIBIT B

A certain parcel of land situated on the southwesterly side of Wampanoag Trail in The City of East Providence, in the County of Providence, in the State of Rhode Island, being shown on a plan hereinafter referred to and bounded and described as follows:

Beginning at a point in the easterly line of Old Barrington Road, said point located S. $01^{\circ} 34' 28''$ E a distance of two hundred eight and $98/100$ (208.98') from the southerly line of Forbes Street, said point also being the southwesterly corner of land owned now or formerly by Plywood Mart, Inc., it being the northwesterly corner of the herein described parcel; thence

S. $75^{\circ} 37' 05''$ E. a distance of four hundred forty-five and $85/100$ (445.85') by land of said Plywood Mart, Inc. to a point in the southwesterly line of Wampanoag Trail, it being S. $27^{\circ} 05' 17''$ E. a distance of two hundred forty-four and $75/100$ (244.75') from a point 49.5' opposite station 124 - 53.20 of Wampanoag Trail, thence turning and running

S. $27^{\circ} 05' 17''$ E. a distance of one hundred eighty-six and $94/100$ (186.94') along the southwesterly line of Wampanoag Trail to a point, thence turning and running

S. $24^{\circ} 45' 09''$ E. a distance of one hundred forty-four and $90/100$ feet (144.90') along the southwesterly line of said Wampanoag Trail to a point on the north face of a stonewall said point being at land now or formerly of Angelina G. Leonardo and being at the intersection of the southerly line of the former Old Barrington Road and the southwesterly line of Wampanoag Trail, thence turning and running

N. $59^{\circ} 34' 22''$ W. a distance of one hundred fifty-four and $11/100$ feet (154.11') along the north face of said stonewall land owned by said Leonardo, which line was also the southerly line of said former Old Barrington Road to a drill hole; thence turning and running

N. $73^{\circ} 50' 05''$ W. a distance of one hundred eighty and $21/100$ feet (180.21') along the north face of said stonewall and land of said Leonardo, and the southerly line of said former Old Barrington Road to a drill hole; thence turning and running

N. $73^{\circ} 36' 20''$ W. a distance of one hundred eighty and $19/100$ feet (180.19') along the north face of said stonewall and said land of Leonardo, and the southerly line of said former Old Barrington Road to a drill hole at the end of said stonewall; thence turning and running

N. $74^{\circ} 36' 41''$ W. a distance of one hundred sixty-one and $66/100$ feet (161.66') along land of said Leonardo, and the southerly line of said former Old Barrington Road to a point at the southeast corner of land now or formerly of Manuel and Catherine Silva; thence turning and running

N. $14^{\circ} 30' 00''$ W. a distance of one hundred nine and $30/100$ feet (109.30') along land of said Silva and the westerly line of said former Old Barrington Road to a point; thence turning and running

N. $11^{\circ} 12' 55''$ W. a distance of thirteen and $58/100$ feet (13.58') along land of said Silva and the westerly line of said former Old Barrington Road to a point at the intersection of Virginia Lane and Old Barrington Road; thence turning and running

N. $78^{\circ} 47' 04''$ E. a distance of thirty-one and $\frac{48}{100}$ feet ($31.48'$) along the southerly end of said Old Barrington Road to a point in the easterly line of said Old Barrington Road; thence turning and running

N. $15^{\circ} 57' 35''$ W. a distance of eleven and $\frac{10}{100}$ feet ($11.10'$) along the easterly line of said Old Barrington Road to a point; thence turning and running

N. $07^{\circ} 53' 00''$ W. a distance of seventy-one and $\frac{85}{100}$ feet ($71.85'$) along the easterly line of said Old Barrington Road to the point of beginning.