

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) 35935 - BROOKLINE Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	
81614170	RIRI
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 68 Salem Street, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c MAILING ADDRESS 68 Salem Street		CITY Providence	STATE RI	POSTAL CODE 02907
			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:
 I. **PREMISES** 68 Salem Street, Providence, RI 02907 (aka 52 Waldo Street, Plat 43, Lot 747) and 41-45 Waldo Street, Providence, RI 02907 (Plat 43, Lot 797), as more particularly described in the Exhibit A attached hereto (the "Mortgaged Property")
 II. **IMPROVEMENTS** All improvements now or hereafter situated upon the Mortgaged Property, together with all fixtures now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Property or the buildings or improvements thereon (collectively the "Improvements")
 III. **EASEMENTS**: Any easement, bridge, or right of way, contiguous or adjoining the Mortgaged Property and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Mortgaged Property
 IV. **LEASES AND RENTS**: All of the Debtor's right, title and interest in and to any leases or other agreements for use of the Mortgaged Property or the Improvements and all rents, security deposits, and other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Mortgaged Property or the Improvements, as provided in a Mortgage Deed, Security Agreement and Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party.
 V. **PERSONAL PROPERTY & 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 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 Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.

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): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA**
 81614170 247627 W. Timothy Coggins

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here

9a ORGANIZATION'S NAME

68 Salem Street, LLC

OR 9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1a or 2b of the Financing Statement (Form UCC-1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME

OR 10b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME

OR 11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

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

16. Description of real estate

See Exhibit A attached hereto and incorporated herein by reference.

17. MISCELLANEOUS

EXHIBIT A

PARCEL I:

Those certain lots or parcels of land, with all the buildings and improvements thereon, situated on the southerly side of Waldo Street, the westerly side of Salem Street and the northerly side of Wadsworth Street in the City of Providence, County of Providence, State of Rhode Island, laid out and designated as Lots Numbered 62 (sixty-two), 63 (sixty-three), 64 (sixty-four), 65 (sixty-five), 66 (sixty-six), 67 (sixty-seven), 68 (sixty-eight), 69 (sixty-nine), 70 (seventy), 123 (one hundred twenty-three), 124 (one hundred twenty-four), 125 (one hundred twenty-five), 126 (one hundred twenty-six), 127 (one hundred twenty-seven), 128 (one hundred twenty-eight), 129 (one hundred twenty-nine), 130 (one hundred thirty), and 131 (one hundred thirty-one), on that plat entitled, "No. 2 Plat of Land in Cranston belonging to Geo. W. Crocker Laid out & Platted from former surveys by Cushing & Walling April, 1847", which plat is recorded with the Records of Land Evidence in said City of Providence in Plat Book 9 at Page 8, and (copy) on Plat Card 236 and further known as Assessors' Plat 43 Lot 747.

Said lots together form one tract bounded and described as follows:

Beginning at the point of intersection of the northerly side of Wadsworth Street and the westerly side of Salem Street, being the southeasterly corner of the premises herein described, and running thence northerly bounded easterly by said Salem Street, a distance of two hundred ten (210) feet, more or less, to Waldo Street;

Thence turning and running westerly bounded northerly by said Waldo Street a distance of three hundred twenty-five (325) feet, more or less, to land now or formerly of Harley N. Coulbourn;

Thence turning and running southerly bounded westerly in part by said last named land and in part by land now or formerly of Ralph Rollins, et al, a distance of two hundred ten (210) feet, more or less, to the northerly side of Wadsworth Street;

Thence turning and running easterly bounded southerly by said Wadsworth Street a distance of three hundred eight (308) feet, more or less, to Salem Street and the point or place of beginning.

Property Address:

68 Salem Street (aka 52 Waldo Street)
Providence, Rhode Island 02907
AP 43 LOT 747

EXHIBIT A

(continued)

PARCEL II:

That certain tract or parcel of land, with all buildings and improvements thereon, situated on the northeasterly side of Waldo Street, in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northeasterly line of Waldo Street at the southeasterly corner of the herein parcel and southwesterly corner of land now or lately of Bulova Watch Company Inc., and running thence northwesterly bounding southwesterly on said Waldo Street, a distance of Three Hundred Ninety-Five and 50/100 (395.50) feet, more or less, to land now or lately of Genser Realty Corporation; thence turning and running northeasterly bounding northwesterly on said last named land a distance of One Hundred Eight and 9/10 (108.9) feet, more or less, to land now or lately of Jean L. Theroux and wife; thence turning and running southeasterly bounding northeasterly in part on said Theroux land, in part on land now or lately of Agnes M. Clegg, et al., in part on land now or lately of Deborah A. Ritzau, in part on land now or lately of Vito Formicola and wife, in part on land now or lately of Ferdinando Gagliardo and wife, in part on land now or lately of Francis S. Willis and wife, in part on land now or lately of Elizabeth A. Foster, in part on land now or lately of Rose A. Kelly and in part on land now or lately of Albert E. Okerblom and wife, to said land of Bulova Watch Company; thence turning and running southwesterly bounding southeasterly on said Bulova Watch Company land a distance of One Hundred Fifteen (115) feet, more or less, to said Waldo Street and the point and place of beginning.

Said tract comprises the whole of Lots No. 27, 28, 29, 30, 31, 32, 33, 34, 35, the easterly 2.5 feet of Lot 26, the westerly forty (40) feet of Lots 36, 37 and 38 and that portion of Salem Street north of Waldo Street that was abandoned by the City of Providence on April 6, 1956 by Resolution No. 248, on that plat entitled, "No. 2 Plat of Land in Cranston belonging to George W. Crocker Laid Out & Platted From Former Surveys by Cushing & Walling April 1847", which plat is recorded in the Office of the Recorder of Deeds of the City of Providence, a copy thereof being on Plat Card 236.

Said premises are conveyed subject to rights and easements in Salem Street, as set forth in instrument made by Genser Realty Corporation to the Narragansett Electric Company, dated March 18, 1936 and recorded in said Office in Deed Book 792 at page 288.

Property Address:

41-45 Waldo Street
Providence, Rhode Island 02907
AP 43 LOT 797

EXHIBIT B

A. **Equipment, Etc.:** All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.

B. **Proceeds for Damage to the Mortgaged Property:** All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

C. **Utility Deposits:** All right, title and interest of the Debtor in and to all monetary deposits which 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 Mortgaged Property.

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

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 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 therefore; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning 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 therefore, 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 therefore.

"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.

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