

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> Lien Solutions PO Box 29071 Glendale, CA 91209-9071 <input type="checkbox"/> Order 86334670

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 <b>Wickenden Holdings, LLC</b>			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1478 Atwood Avenue, Unit 211</b>		CITY <b>Johnston</b>	STATE   POSTAL CODE <b>RI   02919</b>
		COUNTRY <b>USA</b>	

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 <b>Points Wickenden, LLC</b>			
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS <b>1478 Atwood Avenue, Unit 211</b>		CITY <b>Johnston</b>	STATE   POSTAL CODE <b>RI   02919</b>
		COUNTRY <b>USA</b>	

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 <b>The Washington Trust Company</b>			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>23 Broad Street</b>		CITY <b>Westerly</b>	STATE   POSTAL CODE <b>RI   02891</b>
		COUNTRY <b>USA</b>	

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

See Exhibit A attached hereto and made a part hereof

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  Bailor/Bailee  Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

Our File No. 2007-406

Filed with RI Secretary of State

# UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. 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

18a. ORGANIZATION'S NAME <b>Wickenden Holdings, LLC</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME <b>Wickenden Flats, LLC</b>			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS <b>1478 Atwood Avenue, Unit 211</b>		CITY <b>Johnston</b>	STATE   POSTAL CODE   COUNTRY <b>RI   02919   USA</b>

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME <b>Sheldon Flats, LLC</b>			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS <b>1478 Atwood Avenue, Unit 211</b>		CITY <b>Johnston</b>	STATE   POSTAL CODE   COUNTRY <b>RI   02919   USA</b>

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

24. MISCELLANEOUS:

**EXHIBIT A**

**Debtor:** Wickenden Holdings, LLC  
Points Wickenden, LLC  
Wickenden Flats, LLC  
Sheldon Flats, LLC  
1478 Atwood Avenue, Unit 211  
Johnston, RI 02919

**Secured Party:** The Washington Trust Company  
23 Broad Street  
Westerly, RI 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, 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 328-330 Wickenden Street, 354-356 Wickenden Street, 38 Ann Street, and 84 Sheldon Street, 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.

2007-406 (3837636)

Exhibit B (Page 1)

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

Beginning at a point in the northerly line of Wickenden Street three hundred ninety-one and 85/100 (391.85) feet easterly from the easterly line of Brook Street said point of beginning being at the southeasterly corner of land now or lately of Maria Jacinta, and running thence northerly bounding westerly on said Jacinto land a distance of seventy-nine and 28/100 (79.28) feet to land now or lately of Antonio R. Miranda and wife; thence turning and running easterly bounding northerly on said last named land a distance of thirty-five and 58/100 (35.58) feet to land now or lately of Eliza Mendes; thence turning and running southerly bounding easterly on said Mendes land a distance of seventy-nine and 3/10 (79.3) feet to Wickenden Street; thence turning an interior angle of  $88^{\circ} 40'$  and running westerly bounding southerly on Wickenden Street a distance of thirty-seven and 20/100 (37.20) feet to said Jacinta land and the point of or place of beginning, the last described line forming an interior angle of  $90^{\circ} 10'$  with the line first herein described.

Said premises are subject to the right, if any of the owners of the lot to the west thereof to the sewer pipes in the premises hereby conveyed as they now exist, and thence across said premises to Wickenden Street as they now exist.

PROPERTY ADDRESS:  
328 Wickenden Street  
Providence, RI 02903  
AP 16 Lot 523

EXHIBIT B (Page 2)

That certain lot or parcel of land, together with all the buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the southwestery corner of Wickenden Street and Ann Street, from thence running southerly bounding westerly on Ann Street a distance of fifty-six and  $77/100$  (56.77) feet to land now or lately of Jose Terceira et ux; thence turning an interior angle of eighty-nine degrees 59' 40" and running westerly bounding southerly by said Terceira land a distance of forty and  $49/100$  (40.49) feet to land now or lately of Jose Martins et ux; thence turning an interior angle of 90 degrees and running northerly bounding westerly by said Martins land a distance of sixty-one and  $53/100$  (61.53) feet, more or less, to said Wickenden Street, thence turning and running easterly bounding northerly on said Wickenden Street a distance of forty and  $76/100$  (40.76) feet to Ann Street and the point and place of beginning.

PROPERTY ADDRESS:

38 Ann Street

Providence, RI

AP 18 Lot 256

Those certain parcels of land with all of the buildings and in other improvements thereon, situated on the northerly side Wickenden Street, in the City of Providence, in the State of Rhode Island and bounded and described as follows:

PARCEL A:

Beginning at the southeasterly corner of said lot, at a point in said Wickenden Street, and at the southwesterly corner of land now or lately of John J. Moynihan; thence northerly, bounding easterly on said last named land forty-eight and 25/100 (48.25) feet to a corner; thence turning an interior angle of 90° and running westerly, bounding northerly on said Moynihan land three and 67/100 (3.67) feet to a corner; thence turning an exterior angle of 91° and running northerly, bounding easterly on said Moynihan land thirty-four and 73/100 (34.73) feet to land now or lately of Hanabel A. and Theresa Amaral; thence westerly, bounding northerly on the last named land fifty-one (51) feet, more or less, to land now or lately of Fox Point American Legion Associates; thence southerly, bounding westerly on the last named land eighty-two and 28/100 (82.28) feet, more or less, to said Wickenden Street; thence easterly, bounding southerly on said Wickenden Street fifty-two and 4/100 (52.04) feet, more or less, to an angle in said northerly line; thence easterly, deflecting northerly one and 10/100 (1.10) feet to the point or place of beginning. (The last described line forming an exterior angle of 71°40' with the first described line).

Subject to a right of way over and across a small triangular portion of the land hereinabove described, which right of way was granted by Deed dated October 8, 1931, and recorded with the Records of Land Evidence in said Providence in Book 755, at Page 66.

PARCEL B:

Beginning at the southeasterly corner of the tract herein described; said corner also being the southwesterly corner of land now or formerly of Joseph Cabral and wife, Mary Cabral, being located in the northerly line of Wickenden Street, a distance of fifty-two and eighty-one one hundredths (52.81) feet westerly from an angle in the northerly line of said Wickenden Street; thence running S 86°-06'-21" W bounded southerly by said Wickenden Street, a distance of sixteen and ninety-one one hundredths (16.99) feet to a corner; thence turning an interior angle of 91°-48'-28" and running N 5°-42'-07" W bounded westerly by land now or formerly of Joaquin F. Pires, a distance of thirty-six and sixty eight one-hundredths (36.68) feet to a corner; thence turning an interior angle of 270°-00'-00" and running S 84°-17'-53" W bounded southerly by land now or formerly of said Joaquin R. Pires, a distance of sixteen and fifty-one one-hundredths (16.51) feet to a corner; thence turning an interior angle of 270°00'00" S 5°-42'-07" E bounded easterly by land now or formerly of said Joaquin F. Pires, a distance one and thirty-three hundredths (1.33) feet to a corner; thence turning an interior angle of 90°00'00" running S 84°17'-53" W bounded southerly by land now or formerly of said Joaquin F. Pires, a distance of sixteen and sixteen one-hundredths (16.16) feet to a corner; thence turning an interior angle of 90°00'00" and running N 5°-42'-07" W bounded westerly by land now or formerly of Antonio DeBrito Sousa and wife Maria Victoria Sousa, a distance of forty-four and seventy-two one hundredths (44.72) feet to a corner; thence turning an interior angle of 90°-00'-00" and running N 84°-17'-53" E bounded northerly by land now or formerly of James A. Cross, a distance of forty-nine

Exhibit B (Page 4)

and sixty four one hundredths (49.64) feet to a corner; thence turning an interior angle of  $90^{\circ}00'00''$  and running S  $5^{\circ}-42'-07''$  E bounded easterly by land now or formerly of said Joseph Cabral and wife, Mary Cabral; a distance of eighty and sixty one one-hundredths (80.61) feet to the point and place of beginning; the last mentioned course making an interior angle of  $88^{\circ}-11'-32''$  with the first mentioned course.

PROPERTY ADDRESS:

354 Wickenden Street

Providence, RI

AP 16 Lot 656

EXHIBIT B (Page 5)

That lot of land, with all the buildings and other improvements thereon, situated on the northerly side of Sheldon Street, in the City of Providence, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of Sheldon Street, at the southwesterly corner of said lot and at the southeasterly corner of land now or lately of Alfred A. and Andrella F. Walker, said point of beginning being located eighty and  $24/100$  (80.24) feet easterly from the point of the intersection of said line of Sheldon Street, with the easterly line of Brook Street; thence northerly bounding westerly on said Walker land sixty and  $18/100$  (60.18) feet to land now or lately of Daniel G. and Catherine C. Gregory, thence turning an interior angle of  $92^{\circ}37'$  and running easterly bounding northerly on said Gregory land forty-four and  $18/100$  (44.18) feet to land now or lately of Winifred A. Sullivan; thence turning an interior angle of  $87^{\circ}23'$  and running southerly bounding easterly on said Sullivan land sixty-two and  $20/100$  (62.20) feet to Sheldon Street; thence turning a right angle and running westerly bounding southerly on Sheldon Street forty-four and  $13/100$  (44.13) feet to the point of beginning.

Property Address:  
(for reference only)  
84 Sheldon Street  
Providence, RI 02906  
Plat 16, Lot 426