

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)
B E-MAIL CONTACT AT FILER (optional) kathy@doover-law.com
C SEND ACKNOWLEDGMENT TO (Name and Address)  Jonathan Fryer, Esquire FRyer & O'Brien, LLC P.O. Box 16 9 Whiting Road Dover, MA 02030

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 1C of the Financing Statement Addendum (Form UCC1Ad);

1a ORGANIZATION'S NAME <b>East Side Properties, LLC</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS <b>9 Hammond Pond Parkway #4</b>		CITY <b>Chestnut Hill</b>	STATE <b>MA</b>	POSTAL CODE <b>02467</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 1C 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 or ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b);

3a ORGANIZATION'S NAME <b>Needham Bank</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS <b>1063 Great Plain Avenue</b>		CITY <b>Needham</b>	STATE <b>MA</b>	POSTAL CODE <b>02492</b>
			COUNTRY <b>USA</b>	

4 COLLATERAL This financing statement covers the following collateral:

See Exhibit A and Exhibit B attached hereto

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 DISPOSITION (if applicable): <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensee	
8 OPTIONAL FILER REFERENCE DATA	

## EXHIBIT A

A security interest in the Collateral, which is defined as all Accounts Receivable, Inventory, Equipment, and all other property of Debtor, now owned or hereafter acquired as more expressly defined in Exhibit A attached hereto.

The collateral (the "Collateral") upon which Debtor has granted a security interest to Secured Party shall be defined as follows: all personal property of Debtor including, without limitation, all of the following items, whether now owned or now due, or in which the Debtor has an interest or hereafter, at anytime in the future, acquired, arising or to become due, or in which the Debtor obtains an interest, and all products, proceeds, substitutions and accessions of or to any of the following which to the extent not defined below, shall have the meanings given to them under the Uniform Commercial Code as enacted in Massachusetts or as enacted in the state in which the Collateral is located:

- A. Accounts Receivable means all Debtor's accounts, accounts receivable, contract rights, notes, bills, drafts, acceptances, instruments (other than the Mortgage Notes), documents, chattel paper and all other debts, obligations and liabilities in whatever form owing to Debtor from any Person (as defined below) for goods sold by it or for services rendered by it, or however otherwise established or created, all guaranties and security therefor, all right, title and interest of Debtor in the goods or services which gave rise thereto, including rights to reclamation and stoppage in transit and all rights of an unpaid seller of goods or services; whether any of the foregoing be now existing or hereafter arising, now or hereafter received by or owing or belonging to Debtor.
- B. Inventory means all inventory of whatever name, nature, kind or description, all goods held for sale or lease or to be furnished under contracts of service, finished goods, work in process, raw materials, materials used or consumed by Debtor, parts, supplies, all wrapping, packaging, advertising, labeling, and shipping materials, devices, names and marks, all contracts, rights and documents relating to any of the foregoing, whether any of the foregoing be now existing or hereafter arising, wherever located, now owned or hereafter acquired by Debtor.
- C. Equipment means Debtor's machinery, equipment, furnishings, fixtures and other goods (as defined in Article 9 of the Uniform Commercial Code) whether now owned or thereafter acquired by Debtor and wherever located, all replacements and substitutions therefor or accessions thereto and all proceeds thereof, and including, also without limitation, all proceeds of fire or other insurance covering the aforesaid property.
- D. Related Collateral means all Debtor's general intangibles; trade names, marks and secrets; patents, trademarks, copyrights and other intellectual property; customer lists; goodwill; cash; deposit accounts; tax refunds, claims under insurance policies (whether or not proceeds of other Collateral); rights of setoff; rights under judgments; tort claims and choses in action; computer programs and software; books and records, (including without limitation all electronically recorded data); contract rights; and all contracts and agreements to or of which it is a party or beneficiary, whether any of the foregoing be now existing or hereafter arising, now or hereafter received by or belonging to Debtor.

## **EXHIBIT B**

### **Legal Description**

The lot of land, with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point on the northerly line of Preston Street, at the southwesterly corner of land now or lately of John F. Coleman et al, said point of beginning being one hundred thirty (130) feet westerly from the northwesterly corner of Preston Street and Ives Street; thence westerly bounding southerly on Preston Street fifty (50) feet, more or less, to land conveyed by deed of Mary A. McElroy to Dennis M. Crowley and wife, dated March 18, 1921, and recorded in the Office of the recorder of deeds in said Providence in Book 607 at Page 276 and now or lately of Margaret Crowley et al; thence northerly bounding westerly on said Crowley land one hundred and ten and 10/100 (110.10) feet, more or less, to land now or lately of St. Maria's Society; thence easterly bounding northerly on said last mentioned land fifty one (51) feet, more or less, to said Coleman land; thence southerly bounding easterly on said Coleman land one hundred (100) feet to the point of beginning.

Property Address:  
(for reference only)  
26-30 Preston Street  
Providence, RI 02906  
Plat 14, Lot 355

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