

UCC-1 Form

FILER INFORMATION

Full name: **AIMEE BRIDGWOOD**

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SEND ACKNOWLEDGEMENT TO

Contact name: **HACKETT FEINBERG P.C.**

Mailing Address: **155 FEDERAL STREET, 9TH FLOOR**

City, State Zip Country: **BOSTON, MA 02110 USA**

DEBTOR INFORMATION

Org. Name: **PROVIDENCE CAPITAL III, LLC**

Mailing Address: **100 DORRANCE STREET**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

SECURED PARTY INFORMATION

Org. Name: **TD BANK, N.A.**

Mailing Address: **1700 DISTRICT AVENUE, 2ND FLOOR**

City, State Zip Country: **BURLINGTON, MA 01803 USA**

TRANSACTION TYPE: PUBLIC FINANCE

COLLATERAL

THE COLLATERAL DESCRIBED ON SCHEDULE 1 ATTACHED HERETO.

SCHEDULE 1

Financing Statement (*continued*)

Name of Debtor: PROVIDENCE CAPITAL III LLC

Secured Party: TD BANK, N.A.

Debtor hereby gives, grants, mortgages, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, hypothecates, deposits, pledges, sets over and confirms all its estate, right, title and interest in, to and under any and all of the following described property (collectively, the “**Mortgaged Property**”), whether now owned or held or hereafter acquired:

- (a) the Land (as described in Exhibit A attached hereto and made a part hereof);
- (b) the Improvements;
- (c) the Easements;
- (d) the Chattels;
- (e) the Intangibles;
- (f) the Agreements;
- (g) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Premises, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Premises;
- (h) all proceeds in respect of the Mortgaged Property under any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;
- (i) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Premises as a result of tax appeal or any applications or proceedings for reduction or otherwise;
- (j) all leases and other agreements affecting the use, enjoyment or occupancy of the Premises or any part thereof heretofore or hereafter entered into (collectively, the “**Leases**”) and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases;
- (k) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property; and
- (l) all proceeds of any of the foregoing converted into cash, property, claims or otherwise.

All Collateral shall to the extent possible be deemed to be real property, and if not real property, then fixtures and a part of the real property .

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Real property at 170 Westminster Street, Providence, Rhode Island described as follows:

That certain parcel or tract of land together with all the buildings and improvements thereon situated on the easterly side of Westminster Street, the northerly side of Dorrance Street and the westerly side of Middle Street in the City and County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point at the northeasterly corner of the parcel herein described; said point being 40.06 feet southerly of a drill hole set at the most northwesterly corner of said Orange and Middle Streets;

Thence proceeding in a southerly direction bounded easterly by said Middle Street a distance of 74.18 feet to a point;

Thence turning an interior angle of 90°-01'-40" and proceeding in a westerly direction bounded southerly by said Dorrance Street a distance of 96.28 feet to a point on the easterly line or said Westminster Street;

Thence turning an interior angle of 90°-00'-00" and proceeding in a northerly direction bounded westerly by said Westminster Street a distance of 73.81 feet to a point;

Thence turning an interior angle of 90°-13'-16" and proceeding in an easterly direction bounded northerly by land now or formerly of Granoff Realty Limited Partnership a distance of 96.32 feet to the point and place of beginning; The last course forming an interior angle of 89°-45'-03" with the first course herein described.

Said parcel contains 7,126 square feet as surveyed by Ocean State Planners, Inc. as shown on plan entitled "Administrative Subdivision Plan A.P. 20, Lots 144 & 146 156 & 170 Westminster Street Providence, Rhode Island Property Owner: Granoff Realty Limited Partnership prepared for Joe Casali Engineering, Inc., prepared by Ocean State Planners, Inc., June 19, 2007", which Plan is recorded in the Land Evidence Records of the City of Providence in Plat Book 76 at Page 14.

Together with, all of the rights, privileges and benefits of that certain Cross-Easement Agreement for Access, Utilities, Elevators, and Party Wall for 156 Westminster Street, Providence, Rhode Island and 170 Westminster Street, Providence, Rhode Island, between 156 Westminster, LLC and 170 Westminster Street, LLC, dated July 3, 2007 and recorded in the Providence Land Evidence Records on July 3, 2007 in Book 8756 at Page 1 and amended in Book 9671 at Page 285.