

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| | |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Alexandra W. Pezzello, Esq. (401) 861-8200 260627 001 | |
| B. E-MAIL CONTACT AT FILER (optional) dwildgoose@psh.com LHB | |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) | |
| CSC 801 Adlai Stevenson Drive Springfield, IL 62703 | |

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)

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|---|-------------------------|----------------------------|-------------------------------|-----------------------------|
| 1a ORGANIZATION'S NAME Wood River Health Services, Inc. | | | | |
| OR | 1b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c MAILING ADDRESS 823 Main Street | | CITY Hope Valley | STATE RI | POSTAL CODE 02832 |
| | | | 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 The Washington Trust Company | | | | |
| OR | 3b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c MAILING ADDRESS 23 Broad Street | | CITY Westerly | STATE RI | POSTAL CODE 02891 |
| | | | COUNTRY USA | |

4 COLLATERAL: This financing statement covers the following collateral

All Debtor's Fixtures, Machinery and Equipment, Premiums, Awards, Leases, Rentals and Other Payments, now owned or hereafter acquired, including, but not limited to those items set forth on Exhibit A attached hereto and incorporated herein by reference, all in connection with the real estate located at 823 Main Street, Hope Valley, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

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 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:
#4284886 (6258-308) - To be filed with Rhode Island Secretary of State

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Wood River Health Services, Inc.
823 Main Street
Hope Valley, Rhode Island 02832
Attn:

Secured Party:

The Washington Trust Company
23 Broad Street
Westerly, Rhode Island 02891
Attn: Robert R. Kent, Jr., Senior Vice
President

The following terms shall have the following meanings:

FIXTURES, MACHINERY AND EQUIPMENT: All fixtures of every kind and nature whatsoever owned by Debtor, now or hereafter located in, upon or about the real estate located at 823 Main Street, Hope Valley, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Real Estate"), all buildings, structures, improvements and tenements of every kind or nature whatsoever now or hereinafter erected on the Real Estate and the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Real Estate; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Real Estate or any other location for incorporation into improvements located or to be located on the Real Estate, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs.

All machinery and equipment of every kind and nature whatsoever owned by Debtor, now or hereafter located in or upon the Real Estate, or any part thereof, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Machinery and Equipment"). The Machinery and Equipment shall be deemed to include, without limitation of the generality of the foregoing, all right, title and interest of Debtor in and to all machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, now or any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Real Estate.

All cash and non-cash proceeds of any of the foregoing Fixtures and/or Machinery and Equipment, including insurance proceeds, claims and settlements; and all

proceeds and products of any Fixtures and/or Machinery and Equipment, including but not limited to any deposits or payments now or hereafter made by Debtor on any of the foregoing to be acquired by Debtor.

PREMIUMS: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein, or any part thereof, into cash or liquidated claims.

AWARDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein.

LEASES: All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Real Estate and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor, whether oral or written, together with and including the Debtor's entire right, title and interest in such leases and subleases, including, but not limited to, all the right, power and authority of Debtor to alter, modify or change such leases and subleases, or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the tenant from the performance or observance by the tenant of any obligation or condition thereof.

RENTALS AND OTHER PAYMENTS: All rents, issues and profits from the Real Estate and all other sums now or hereafter paid or payable to Debtor by tenants now or hereafter occupying the Real Estate or any portion thereof, under or by reason of all existing and future tenancies and leases and subleases of the whole or any part of the Real Estate, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any tenant, of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Real Estate, proceeds of rent insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any lease or sublease of the whole or any portion of the Real Estate or of the obligations of any tenant under such lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Real Estate by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Real Estate or any portion thereof, and all sums paid pursuant to settlement with or judgment against any tenant relating to any alleged breach of any lease, sublease or agreement.

EXHIBIT B

Legal Description

A certain tract or parcel of land, together with the buildings and improvements thereon, located on the northerly side of Rhode Island Route 3, in the Town Hopkinton, Washington County and the State of Rhode Island, bounded and described as follows:

Beginning at the southeasterly corner of the parcel of land herein described and the southwestery corner of land now or formerly of Anse Nichole, said point of beginning being marked by an iron pipe set on the northerly line of R.I. Route 3; thence running northerly, by and along a stone wall, bounded easterly by land now or formerly of said Anse Nichole, a distance of 69.13 feet to an iron pipe set at the corner intersection of two stonewalls, marking an angle point in the parcel of land herein described, the northwestery corner of land of said Nichole and the southwestery corner of land of Emory L. and Everglyn C. Edwards; thence turning an interior angle of 180°-11'-10" and continuing northerly by and along said stonewall, a distance of 333.62 feet to an iron pipe marking an angle point; thence turning an interior angle of 179°-35'-20" and continuing northerly by and along said stonewall, a distance of 192.28 feet to an iron pipe marking an angle point; thence turning an interior angle of 179°-58'-00" and continuing northerly, by and along said stonewall, a distance of 361.66 feet to a drill hole marking an angle point; thence turning an interior angle of 180°-20'-30" and continuing northerly a distance of 171.38 feet to an iron pipe marking the northeastery corner of the parcel of land herein described, with all of the last four mentioned courses being bounded easterly by land of said Emory L. and Everglyn C. Edwards; thence turning an interior angle of 85°-41'-30" and running generally westerly a distance of 183.35 feet to a drill hole in a stonewall, marking an angle point; thence turning an interior angle of 178°-50'-00" and continuing westerly by and along said stonewall, a distance of 159.02 feet to a drill hole marking an angle point; thence turning an interior angle of 178°-54'-00" and continuing westerly by and along said stonewall, a distance of 398.25 feet to a drill hole marking an angle point; thence turning an interior angle of 179°-40'-30" and continuing westerly in part, by and along a stonewall, a distance of 315.38 feet to a stone bound, with all of the last four mentioned courses being bounded northerly by other land of Emory L. and Everglyn C. Edwards, and with the last mentioned stone bound marking a corner of said Edwards land and a corner of Warren E. and Evelyn M. Mott; thence turning an interior angle of 180°-00'-00" and continuing westerly, bounded northerly by land of said Mott, a distance of 541.80 feet to an iron pipe marking the northwestery corner of the parcel of land herein described and a corner of said Mott land; thence turning an interior angle of 87°-18'-30" and running southerly, bounded westerly by land now or formerly of the Estate of George Hoxsie, a distance of 806.74 feet to a drill hole set in a stonewall marking an angle point; thence turning an interior angle of 182°-15'-00" and continuing southerly by and along said stonewall, a distance of 63.20 feet to a drill hole marking an angle point; thence turning an interior angle of 177°-06'-00" and continuing southerly by and along said stonewall, a distance of 301.13 feet to a drill hole marking an angle point; thence turning an interior angle of 178°-47'-30" and continuing southerly by and along said stonewall, a distance of 251.63 feet to a drill hole marking an angle point; thence turning an interior angle of 179°-54'-00" and continuing southerly by and along said stonewall, a distance of 140.48 feet to a drill hole marking a corner of the parcel of land herein described and the northwestery corner of land now or formerly of Roland O. and Marion J. Bowley, with all of the last four mentioned courses also being bounded westerly by land now or formerly of the Estate of George Hoxsie; thence turning an interior angle of 74°-33'-30" and running easterly, bounded southerly by land now or formerly of said Bowley, a distance of 414.74 feet to a drill hole in a stone, marking a corner of the parcel of land herein described and the northeastery corner of said Bowley land; thence turning an interior angle of 254°-04'-30" and running southerly, bounded westerly by land of said Bowley, a distance of 230.84 feet to an iron pipe set on the northerly line of R.I. Route 3, marking a corner of the parcel of land herein described and the southeastery corner of Bowley land; thence turning an interior angle of 87°-10'-00" and running easterly by and along the northerly line of R.I. Route 3, a distance of 0.94 feet to a R.I.H.B. marking an angle point; thence turning an interior angle of 199°-55'-10" and continuing in a generally easterly direction by and along the northerly line of R.I. Route 3, a distance of 51.59 feet to a R.I.H.B. marking an angle point; thence turning an interior angle of 162°-54'-20" and continuing easterly by and along the northerly line of R.I. Route 3, a distance of 699.82 feet to a R.I.H.B. marking an angle point; thence turning an interior angle of 191°-48'-25" and continuing easterly, by and along the northerly line of R.I. Route 3, a distance of 153.14 feet to a R.I.H.B. marking an angle point; thence turning an interior angle of 168°-01'-59" and continuing easterly, by and along the northerly line of R.I. Route 3, a distance of 138.98 feet to the point and place of beginning, with the last mentioned course forming an interior angle of 132°-00'-10" with the first herein mentioned course.

Said herein described parcel of land is shown on a plan titled, "Plan Showing Property of Estate of Sadie York Palmer, Route 3, Hopkinton, Rhode Island, Scale 1" = 80' December 1978, Rossi and Lewis Engrs. Westerly, Rhode Island."

Excepting therefrom that certain real estate conveyed to Hopkinton Housing Association, Inc. by deed dated June 1, 1984 and filed in

Book 116, Page 94 of the Hopkinton Land Evidence Records

Meaning and intending to describe a portion of the premises conveyed by deed recorded in Book 93 at Page 106

For Reference Only:
823 Main Street
Hopkinton RI 02832
AP1al 14, Lot 47A

4284887.1/6258-308

Washington Trust/Wood River Health Services, Inc.