

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) <b>Sean P. Keough, Esq. 401-724-3600</b>
B E-MAIL CONTACT AT FILER (optional) <b>skeough@keoughsweeney.com</b>
C SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 10px; margin: 5px 0;">                     Keough &amp; Sweeney, LTD                      41 Mendon Avenue                      Pawtucket, RI 02861                 </div>

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>Kenlin Properties, LLC</b>				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS <b>1 Dexter Road</b>	CITY <b>East Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02914</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				
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 <b>Bristol County Savings Bank</b>				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS <b>29 Broadway</b>	CITY <b>Taunton</b>	STATE <b>MA</b>	POSTAL CODE <b>02780</b>	COUNTRY <b>USA</b>

4 COLLATERAL This financing statement covers the following collateral.

**See Attached Exhibit A.**  
**Also Debtor's address of:**  
**1 Dexter Road**  
**East Providence, RI 02914**

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

## EXHIBIT A

**SECURED PARTY:** Bristol County Savings Bank  
**DEBTOR/MORTGAGOR:** Kenlin Properties, LLC

1. THE COLLATERAL. The following items constitute the Collateral given to secure the Obligations hereunder and shall be included within the word "Collateral" as used herein:

1.1 LAND. The land and buildings known as 1 Dexter Road, East Providence, RI, as described in Schedule "A" attached hereto and forming a part hereof, together with all rights, easements and other appurtenances thereto (all of which, together with all other items of Collateral to the extent that context permits, are hereinafter referred to as the "Premises" or the "Property").

1.2 STRUCTURES, FIXTURES, AND IMPROVEMENTS. Insofar as the same are or can, by agreement of the parties, be made a part of the realty, all buildings, structures and improvements, fixtures, equipment and appliances, personal property, goods, supplies and materials now or hereafter erected on or affixed to the Premises or appurtenant to the Premises, used or intended to be used in connection therewith all machinery, apparatus and equipment for the production and distribution of heated and cooled air, including oil and gas burners, furnaces and boilers, heat pumps, solar heating apparatus, air conditioning units, heating and air conditioning controls, fuel storage tanks, bins and other fuel facilities, hot water heaters, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and dryers, all sprinklers and fire extinguishing systems, doorbell and alarm systems, all electric power generating systems, transformers and electrical distribution systems, equipment and facilities, ventilation and blower systems, ceiling fans, garbage and trash receptacles, compactors and incinerators, all window shades, blinds, screens and screen doors, storm and other detachable windows and doors, awnings, cases, counters, closets, partitions, carpets and other floor coverings, signs, directories and other advertising or informational equipment, steel, bricks, lumber and masonry materials, paving materials, fences and fencing materials, insulation and sound deadening materials, trees, shrubs and other landscaping items and improvements; any swimming pool or related filtering, cleaning, water heating, and related pool apparatus or equipment

1.3 ITEMS NOT PART OF REALTY. All personal property belonging to Mortgagor situated on or about the Premises or used in connection therewith or paid from the proceeds of the loan secured hereby, including without limitation any of the items referred to in Paragraph 1.2, which are not and cannot, by agreement of the parties, be made a part of the realty.

1.4 PERMITS AND LICENSES, CONTRACTS. All contracts, agreements, permits, licenses and approvals entered into or now or hereafter obtained by or on behalf of Mortgagor or Mortgagor's predecessors relating to the construction, reconstruction, development and use of the Collateral, now existing or hereafter obtained or entered into, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, contracts for materials and fixtures, building permits, variances, special permits and curb cuts, occupancy permits, health permits, liquor, victualer and hotel permits and licenses, property management contracts, marina, dockage, piers, wharves, floats, and mooring permits and licenses, all warranties and claims thereunder on items referred to in Paragraph 1.2, all agreements and letters of assurance from utilities and Mortgagor's rights in all plans, drawings and specifications relating to or prepared in connection with or appurtenant to the Premises.

1.5 INSURANCE AND TAKINGS. Included herein as Collateral are all claims arising out of damage to the Collateral, or any taking of the Collateral by eminent domain or other governmental action, including but not limited to all insurance claims and the proceeds thereof.

1.6 ADDITIONAL PERSONAL PROPERTY. Without limiting the foregoing, all personal property (and the proceeds thereof) in all of its forms that Debtor now or hereafter or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those in which Debtor has an interest in mass or in joint or other interest or right of any kind, (including, without limitation any leasehold interest), whether or not such personal property, has any relation to the Property, and those in transit thereto or in any other location, including, without limitation, all of Debtor's right, title, interest in and to the following items (expressly excluding, however, trade fixtures in which Debtor has an interest, and other personal property of tenants of the Property), all of which are collectively referred to as "Personal Property":

(a) all sales agreements, deposits, escrow agreement other documents and agreements entered into with respect to the sale of any part of the Property, and all proceeds of the sale;

(b) all tenant security deposits, policies of insurance, accounts (including, without limitation, any escrow account described in this Mortgage and all sums on deposit therein), documents, instruments, and chattel paper, and any other agreements and rights relating to the Property, and other general intangibles, including, but not limited to all governmental permits relating to the Property of its Improvements or the business or activities conducted at and about the Property, all names under or by which the Property may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names, trademarks, and franchises relating in any way to the Property, all good will in any way relating to the Property, all licenses and permits relating in any way to, or to the operation of, the Property, all contractual rights, all options, all purchase orders, all manufacturers' warranties with respect to improvements, all construction contracts, all maintenance contracts, all service contracts and all Debtor's claims and rights arising under or pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C.;

## SCHEDULE A

### Parcel 1

That certain tract or parcel of land with all buildings and improvement thereon situated at the northerly terminus of Dexter Road in the City of East Providence County of Providence, State of Rhode Island and is bounded and described as follows:

Beginning at a point in the southwesterly line of the herein described parcel, said point being the intersection of the northwesterly and northeasterly street lines at Dexter Road located at the northerly terminus of Dexter Road;

thence running northwesterly along the northwesterly projection of the northeasterly street line of said Dexter Road for a distance of nine and six tenths feet, more or less (9.6'±) to a corner;

thence turning and running northerly in a straight line generally parallel to and forty and no hundredths feet (40.00) westerly from the westerly face at the existing building and the extension thereof for a distance of five hundred thirty-three and seventy-two hundredths feet (533.72') to a corner;

thence turning an interior angle of 270°- 00'-00" and running westerly for a distance of thirty and no hundredths feet (30.00') to a corner;

thence turning an interior angle of 90° -00'-00" and running northerly for a distance of four hundred one and eight tenths feet, more or less. (401.8' ±) to a corner and property now or formerly of R.I. Forging Steel, Inc the last four courses bounding on other property now or formerly of Astra Sales Company;

thence turning and running easterly for a distance of sixteen and four tenths feet, more or less, (16.4'±) to an angle;

thence turning an interior angle of 158° -20'-23" and running easterly for a distance of seventy-two and eight hundredths feet (72.08') to an angle;

thence turning an interior angle of 195° - 59' - 27" and running easterly for a distance of one hundred fifty-nine and ninety-four hundredths (159.94') an angle;

thence turning an interior angle of 148° -15' -44" and running southeasterly for a distance of one hundred sixteen and forty-four hundredths feet (116.44') to an angle;

thence turning an interior angle of 173°-59'-38" and running southeasterly for a distance of one hundred twenty-four and fifteen hundredths feet (124.15') to an angle;

thence recording an interior angle of 186° -50'-44" and running southeasterly for a distance of one hundred three and thirty-nine hundredths feet (103.19') to an angle;

thence turning an interior angle of 129° -56' -08" and running southerly for a distance of three hundred and forty-three hundredths feet (300.43') to an angle;

thence turning an interior angle of  $145^{\circ} -29' -34''$  and running southwesterly for a distance of one hundred forty-two and forty-five hundredths feet (142.45') to an angle;

thence turning an interior angle of  $197^{\circ} -30' -03''$  and running southerly one hundred twenty-two and fourteen hundredths feet (122.14') to an angle;

thence turning an interior angle of  $220^{\circ} -58' -55''$  and running southeasterly for a distance of seventy-one and three hundredths feet (71.03') to a corner and property now or formerly of Providence Broadcasting Corp., the last ten courses bounding on property of said R.I. Forging Steel, Inc.;

thence turning an interior angle of  $113^{\circ} -54' -12''$  and running southwesterly bounding southeasterly on said Broadcasting Corp. property for a distance of three hundred ninety-three and thirty-four hundredths feet (393.34') to a corner and property now or formerly of SUS Chemical Co., Inc.;

thence turning an interior angle of  $84^{\circ} -41' -38''$  and running northwesterly bounding southwesterly in part on said SUS property, and in part on the northeasterly terminus of Dexter Road for a distance of three hundred twenty-eight and forty-one hundredths feet (328.41') to the point or place of beginning.

## **Parcel 2**

That certain lot or parcel of land, with any and all buildings and improvements thereon, situated at the northerly terminus of Dexter Road in the City of East Providence, County of Providence, State of Rhode Island and is described as follows:

Beginning at the southeasterly corner of the herein described parcel, said corner being on the northwesterly street line of Dexter Road and the northeasterly corner of land now or formerly of Arpad J. Merva;

thence turning and running  $N 66^{\circ} 07' 52'' W$  bounded southwesterly by said Merva land for a distance of five hundred eighty-seven and sixty-nine hundredths feet (587.69') to corner and land now or formerly of the Providence and Worcester Railroad Company;

thence turning and running  $N 27^{\circ} 50' 48'' E$  for a distance of one hundred eighty-two and five hundredths feet (182.05') to a point of curvature;

thence running northerly curving to the left along a curve with a radius of fourteen hundred seventy-two and sixty-nine hundredths feet (1,472.69') and a central angle of  $28^{\circ} 03' 40''$  for an arc distance of seven hundred twenty-one and twenty-six hundredths feet (721.26') to a point of tangency;

thence running  $N 00^{\circ} 12' 48'' W$  for a distance of two hundred twenty-eight and fifty-two hundredths feet (228.52') to a corner and land now or formerly of R.I. Forging Steel, Inc., the last three courses bounding on said Railroad Company land;

thence turning and running  $S 80^{\circ} 05' 32'' E$  for a distance of two hundred twelve and sixty-two hundredths feet (212.62') to an angle;

thence turning and running S 78° 00' 39" E for a distance of one hundred thirty-two and sixty-six hundredths feet (132.66') to an angle;

thence turning and running N 59° 10' 30" E for a distance of eighty-one and one hundredths feet (81.01') to an angle;

thence turning and running N 86° 07' 45" for a distance of seventy-three and eight tenths feet, more or less, (73.8 $\pm$ ) to a corner and other land now or formerly of Arpad J. Merva, the last four courses bounding on said R.I. Forging Steel, Inc land;

thence turning and running southerly for a distance of four hundred one and eight tenths feet, more or less, (401.8 $\pm$ ) to a corner;

thence turning an interior angle of 270° 00' 00" and running easterly for a distance of thirty and no hundredths feet (30.00') to a corner;

thence turning an interior angle of 90° 00' 00" and running southerly in straight line generally parallel to and forty and no hundredths feet (40.00') westerly from the westerly face of the existing building and the extension thereof for a distance of five hundred thirty-three and seventy-two hundredths feet (533.72) to an angle and the northwesterly extension of the northwesterly street line and terminus of Dexter Road;

thence turning and running, along said extension line for a distance of nine and six tenths feet, more or less, (9.6 $\pm$ ) to a corner and the intersection of the northwesterly and northeasterly street lines of Dexter Road at the northerly terminus of Dexter Road. the last four courses bounding on other land now or formerly of Astro Enterprises, Inc.;

thence turning and running S 33° 33' 14" W along the northwesterly street line of Dexter Road for a distance of four hundred thirty-three and seventy hundredths feet (433.70') to the point or place of beginning.

EXCEPTING THEREFROM, HOWEVER, the following described parcel conveyed pursuant to that certain Warranty Deed from Arpad J. Merva to Highland American of Rhode Island, Inc. by virtue of a Warranty Deed dated August 25, 1988 and recorded August 29, 1988 at 11:18 A.M in Book 749 at Page 249;

Beginning at a granite bound set in the westerly line of Dexter Road at the southeasterly corner of other land now or formerly of Arpad J. Merva and at the northeasterly corner of the within described premises, then running northwesterly 82.72 feet to a granite bound; thence turning an exterior angle of 130° 12' 27" and running northwesterly 295.625 feet to a granite bound, thence turning and running northeasterly 451.83 feet to a granite bound, thence turning an exterior angle of 149° 24' 05" and running northeasterly 148.215 feet to a granite bound. thence turning an exterior angle of 133° 42' 43" and running easterly 80 feet to a granite bound; thence turning an interior angle of 90° 00' 00" and running northerly 401.305 feet to a point 24.03 feet distant from a granite bound along a line that runs south 86° 07' 45" west from said granite bound. said last six courses bounding on other land now or formerly of Arpad J. Merva; thence turning an exterior angle of 273° 42' 43" and running south 86° 07' 45" west 66.18 feet to a point; thence turning an interior angle of 153° 02' 45" and running south 59° 10' 30" west 81.01 feet to a point; thence turning an interior angle of 222° 48' 51" and running north 78° 00' 39" west 132.66 feet to a point at the corner of a brick building; thence turning an interior angle of 177° 55' 07" and

running north  $80^{\circ} 05' 32''$  west 92.62 feet to land now or formerly of Blackstone Valley Sewer District Commission, said last four courses bounding northerly on land now or formerly of Rhode Island Forging Steel Company, Inc.; thence turning an exterior angle of  $280^{\circ} 02' 05''$  and running south 44 feet; thence turning an exterior angle of  $106^{\circ} -33' 34''$  and running southwesterly 123.19 feet to the easterly line of land now or formerly of the Providence & Worcester Railroad Company, said last two courses bounding on said Blackstone Valley Sewer District Commission land; thence turning an exterior angle of  $253^{\circ} 31' 37''$  and running southeasterly 128.52 feet through a concrete hound to a point of tangency; thence bearing easterly along a curve with a radius of fourteen hundred seventy-two and sixty-nine hundredths (1472.69) feet an arc distance of seven hundred twenty-one and twenty-six hundredths (721.26) feet to a point of tangency; thence running southwesterly 158.105 feet to other land now or formerly of Arpad J. Merva said last three courses bounding westerly on the Providence & Worcester Railroad Company land; thence turning an interior angle of  $88^{\circ} 27' 04''$  and running southeasterly 415.02 feet to a point; thence turning an interior angle of  $188^{\circ} 02' 55''$  and running southeasterly 170 feet to the westerly line of Dexter Road, said last two courses bounding southerly on said other land now or formerly of Arpad J. Merva; thence turning an interior angle of  $89^{\circ} 12' 24''$  and running northeasterly 40.005 feet to the point and place of beginning; said last mentioned course and said first mentioned course forming an interior angle of  $90^{\circ} 47' 36''$ .

However otherwise bounded and described, Parcel 1 and Parcel 2 together form a single parcel laid out and described as set forth on an unrecorded survey entitled, "ALTA/ACSM LAND TITLE SURVEY ASSESSOR'S PLAT 304 BLOCK 1 LOT 1.1 EAST PROVIDENCE, RHODE ISLAND SCALE: 1"=50' NOVEMBER 17, 2003 Prepared For KENLIN PROPERTIES, L.L.C. 1 DEXTER ROAD EAST PROVIDENCE, RI Prepared By OCEAN STATE PLANNERS, INC. SURVEYORS - ENGINEERS - DESIGNERS".

**FOR REFERENCE PURPOSE ONLY**  
**PROPERTY ADDRESS**  
**1 DEXTER ROAD**  
**EAST PROVIDENCE, RI**  
**MAP 30, BLOCK 127, LOT 177**