

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)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>Grenberg Traurig, LLP One International Place, Suite 2000 Boston, MA 02110 Attn: Ben McGuire, Esq.</p> </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 13 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME					
Blackstone Valley Community Health Care, Inc.					
OR					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
39 East Avenue		Pawtucket	RI	02860	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, of Westerly					
OR					
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
23 Broad Street		Westerly	RI	02891	USA

4. COLLATERAL This financing statement covers the following collateral

All Debtor's Personal Property and Fixtures, Equipment, Proceeds for Damage to the Mortgaged Property, Utility Deposits, Records, Name and Goodwill, 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 1000 Broad Street, Central Falls, Rhode Island as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

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 DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA #4868-8046-1784 (6258-336) To be filed with Rhode Island Secretary of State	

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Blackstone Valley Community
Health Care, Inc.
39 East Avenue
Pawtucket, Rhode Island 02860

Secured Party:

The Washington Trust Company,
of Westerly
23 Broad Street
Westerly, Rhode Island 02891

The following terms shall have the following meanings:

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 Mortgagor or in which the Mortgagor 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 ("Personal Property"), including without limitation the following:

EQUIPMENT, ETC.: All of the Mortgagor'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.

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 Mortgaged Property (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.

UTILITY DEPOSITS: All right, title and interest of the Mortgagor in and to all monetary deposits that the Mortgagor 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.

RECORDS: All of the records and books of account now or hereafter maintained by the Mortgagor in connection with the operation of the Premises.

NAME AND GOODWILL: The right, in event of foreclosure of the Mortgaged Property hereunder, to take and use any name by which the Mortgaged Property is then known or any variation of the words thereof, and the goodwill of the Mortgagor with respect thereto.

EXHIBIT B

Legal Description

That certain parcel or tract of land with all buildings and improvements thereon situated on the westerly side of Broad Street in the City of Central Falls, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at a drill hole located ninety-five and fifty-one hundredths feet (95.51') northerly of the intersection of the northerly street line of Chestnut Street with the westerly street line of Broad Street said drill hole being the northeasterly corner of property now or formerly belonging to V.S.H. Realty, Inc. and the southeasterly corner of the herein described parcel;

Thence running westerly bounding southerly in part on said V.S.H. Realty, Inc. property, in part on property now or formerly belonging to Ray-Car Realty Corp., in part on other property now or formerly belonging to Ray-Car Realty Corp. and in part on property now or formerly belonging to Jose de Vasconcelas and Maria J. Souza for a distance of one hundred fifty-one and seventy-seven hundredths feet (151.77') to a spike for an angle;

Thence turning an interior angle of 180°-14'-10" and running westerly bounding southerly in part on said Jose de Vasconcelas and Maria J. Souza property and in part on other property now or formerly belonging to Ray-Car Realty Corp. for a distance of one hundred and fifty-nine hundredths feet (100.59') to a drill hole for a corner;

Thence turning an interior angle of 269°-49'-10" and running southerly bounding easterly on said Ray-Car Realty Corp. property for a distance of ninety-five and forty hundredths feet (95.40') to the northerly street line of Chestnut Street and a granite bound for a corner;

Thence turning an interior angle of 90°-00'-00" and running westerly along the northerly street line of Chestnut Street for a distance of fifty and no hundredths feet (50.00') to property now or formerly belonging to Gerard and Estelle Routhier and a granite bound for a corner;

Thence turning an interior angle of 90°-00'-00" and running northerly bounding westerly on said Routhier property for a distance of ninety-five and twenty-four hundredths feet (95.24') to a drill hole for a corner;

Thence turning an interior angle of 270°-10'-50" and running westerly bounding southerly on said Routhier property for a distance of one hundred fifty and one hundredths feet (150.01') to a granite bound;

Thence continuing in the same direction and running westerly for a distance of twenty-five and eighty-four hundredths feet (25.84') to property now or formerly belonging to The Frances Realty Co. and an iron pipe for a corner;

Thence turning an interior angle of 89°-31'-30" and running northerly bounding westerly on said The Frances Realty Co. property for a distance of one hundred ninety-four and fifty-nine hundredths feet (194.59') to an iron pipe for a corner;

Thence turning an interior angle of 90°-01'-55" and running easterly bounding northerly on said The Frances Realty Co. property for a distance of five and no hundredths feet (5.00') to a concrete nail for a corner;

Thence turning an interior angle of 269°-58'-05" and running northerly bounding westerly on said The Frances Realty Co. property for a distance of forty and eight hundredths feet (40.08') to property now or formerly belonging to Bruce J. and Donna M. Martins and a concrete nail set in a concrete wall for a corner;

Thence turning an interior angle of 90°-00'-00" and running easterly bounding in part on said Martins property, in part on property now or formerly belonging to Jessie C. Roshoski, in part on property now or formerly belonging to Joseph M. and Alice E. Larence, in part on property now or formerly belonging to Joseph L. Mills and in part on property now or formerly belonging to Vincent M. and Matula Fred Belotti for a distance of three hundred twenty-six and forty-two hundredths feet (326.42') to a granite bound for an angle;

Thence turning an interior angle of 179°-18'-50" and running easterly bounding northerly on said Belotti property for a distance of one hundred fifty and ninety-eight hundredths feet (150.98') to the westerly street line of Broad Street and a reinforcing rod for a corner;

Thence turning an interior angle of 89°-27'-35" and running southerly along the westerly street line of Broad Street for a distance of forty-four and ten hundredths feet (44.10') to a drill hole set for an angle;

Thence turning an interior angle of 180°-14'-35" and running southerly along the westerly street line of Broad Street for a distance of one hundred eighty-seven and seventy-two hundredths feet (187.72') to the point and place of beginning.

Said last described line forms an interior angle of 90°-53'-25" with the first herein described line.

However bounded and described, meaning and intending to convey the premises conveyed by that certain Warranty Deed from Joseph H. Beland to Notre Dame Hospital dated June 18, 1925 and recorded in the Central Falls Land Records (the "Records"), in Book 122, Page 90 and that certain Warranty Deed from Ray-Car Realty to Notre Dame Hospital dated November 7, 1975 and recorded in the Records in Book 205, Page 161, but EXCEPTING therefrom so much of said premises as was conveyed by Notre Dame Hospital to Hector A. Messier and Rita J. Messier by deed dated May 15, 1987 and recorded in the Records in Book 233, Page 729, and EXCEPTING therefrom so much of said premises as was conveyed to Joseph A Howarth and Conrad E. Girard by deed dated June 27, 2001 and recorded in Book 415, Page 305.

EXCEPTING THEREFROM that portion of the premises known as 1002 Broad Street, Central Falls Tax Assessor's Plat 4, Lot 221-A, said portion being subject to a 99-year Ground Lease and leasehold condominium thereon as evidence by the Notice of Lease recorded in Book 229 at Page 305.

FOR REFERENCE ONLY:

1000 Broad Street (AP 4 Lot 221)("Primary Lot")
35 Chestnut Street (AP 4 Lot 110)("Driveway")
Central Falls, RI