

UCC-1 Form

FILER INFORMATION

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DEBTOR INFORMATION

Org. Name: 35 BROWN, LLC

Mailing Address: 35 BROWN STREET

City, State Zip Country: NORTH KINGSTON, RI 02852 USA

SECURED PARTY INFORMATION

Org. Name: NORTH SHORE BANK, A CO-OPERATIVE BANK

Mailing Address: 248 ANDOVER STREET

City, State Zip Country: PEABODY, MA 01960 USA

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: FILED WITH THE RHODE ISLAND SECRETARY OF STATE (35 BROWN STREET,NORTH KINGSTON), RHODE ISLAND/41042.0007/#[3285

COLLATERAL

SEE "EXHIBIT A" COLLATERAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

DEBTOR/MORTGAGOR: 35 BROWN, LLC

SECURED PARTY/MORTGAGEE: North Shore Bank, a co-operative bank

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

1.1 LAND. The land on 35 Brown Street, North Kingston, Washington County, Rhode Island 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**").

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 or placed on or affixed to the Premises or used or intended to be used in connection therewith or paid for from the proceeds of the Loan, including without limitation all elevators and elevator machinery, apparatus and equipment, 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, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and driers, 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, 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.

1.3 ITEMS NOT PART OF REALTY. All other assets of Mortgagor including, without limitation, all deposit accounts and personal property belonging to Mortgagor, 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. Notwithstanding the foregoing, if the Premises is located in a flood zone and Mortgagor is required to purchase flood insurance by law, then Mortgagee does not claim any interest in any tangible personal property of Mortgagor located on Premises other than fixtures, and the definition of the term "**personal property**" is deemed to exclude all tangible personal property of Mortgagor located on the Premises other than fixtures.

1.4 PERMITS AND LICENSES, CONTRACTS. All contracts, agreements, permits, licenses and approvals entered into or 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's and hotel permits and licenses, agreements and letters of assurance from utilities and Mortgagor's rights in all plans, drawings and specifications relating to or prepared in connection with the Premises.

1.5 LEASES, USE AGREEMENTS AND FRANCHISES. All of Mortgagor's right, title and interest as lessor or lessee, franchisor or franchisee or in any other capacity under any and all leases, licenses, use agreements, franchise agreements and any other agreements or arrangements for the use and enjoyment of property, real, personal or mixed, tangible or intangible, now existing or hereafter arising relating to the Premises, together with all rights, remedies, benefits and advantages to be derived therefrom, all rents,

income and profits accruing to Mortgagor thereunder, including without limitation under or with respect to all deposits, guarantees and other security held or given by Mortgagor in connection therewith and under all renewals thereof and all right and power of Mortgagor to alter or amend, extend or renew, surrender, terminate, cancel or waive the same (individually and collectively the "**Leases**").

1.6 CONDEMNATION AND INSURANCE PROCEEDS. All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, and (iii) any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage and all awards and proceeds of insurance for the Premises or any part thereof to which Mortgagor is entitled for any taking of or casualty to all or any part of the Premises.

SCHEDULE A

LEGAL DESCRIPTION

35 Brown Street, North Kingstown, Washington County, Rhode Island

1. Deed Description

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the easterly side of Brown Street in the Town of North Kingstown, County of Washington and State of Rhode Island, bounded and described as follows:

Commencing at a point in the easterly line of Brown Street, said point being the southwesterly corner of the within described premises and the northwesterly corner of land now or formerly of Rhode Island Hospital Trust National Bank;

Thence running northerly, bounding westerly on said Brown Street, 115.50 feet to land now or formerly of the Town of North Kingstown;

Thence running easterly, bounding northerly on said land of the Town of North Kingstown, 217.50 feet to other land now or formerly of J. Paul Wilson;

Thence running southerly, bounding easterly on said other land of J. Paul Wilson, 119.40 feet to land now or formerly of Rhode Island Hospital Trust National Bank;

Thence running westerly, bounding southerly on said Rhode Island Hospital Trust National Bank land, 194.25 feet to the point and place of beginning.

2. Survey Description

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the easterly side of Brown Street in the town of North Kingstown, county of Washington and state of Rhode Island, bounded and described as follows:

Beginning at a granite bound found in the southeasterly corner of the herein described parcel

Thence running northwesterly on a bearing of N82°42'52"W for a distance of one hundred ninety-one and 96/100 feet (191.96') to a point in the easterly line of Brown Street;

Thence turning and running northeasterly, bounded northwesterly by said brown street, on a bearing of N10°24'33"E for a distance of one hundred fifteen and 50/100 feet (115.50') to a point in the easterly line of said Brown Street;

Thence turning and running southeasterly on a bearing of S83°18'55"E for a distance of two hundred seventeen and 63/100 feet (217.63') to an iron rod found;

Thence turning and running southwesterly on a bearing of S22°29'07"W for a distance of one hundred twenty-one and 87/100 feet (121.87') to the point and place of beginning.