

UCC FINANCING STATEMENT
FOLLOWING INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) David M. Gilden (401) -861-8200	
B. E-MAIL CONTACT AT SUBMITTER (optional) dgilden@psh.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Lien Solutions PO Box 29071 Glendale, CA 91209-9071 Order 104072646	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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 Green Tree Realty, LLC					
OR					
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS Two Stafford Court		CITY Cranston		STATE RI	POSTAL CODE 02920
				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 Improvements, 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 South County Commons in South Kingstown, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference. The owner of the real estate is the Debtor.

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 Instruct one) <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"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensor/Licensee	
8. OPTIONAL FILER REFERENCE DATA Filed with Rhode Island Secretary of State (4919-3066-4253)	

UCC-1 FINANCING STATEMENT

Debtor:

Green Tree Realty, LLC
Two Stafford Court
Cranston, Rhode Island 02920
Attn: Thomas H. DiPrete

Secured Party:

The Washington Trust Company
23 Broad Street
Westerly, Rhode Island 02891
Attn: Bethany A. Lyons
Senior Vice President

4. COLLATERAL: This financing statement covers the following collateral:

All Debtor's Fixtures and Personal Property, machinery and equipment, Premiums, Awards, Leases, Rentals and Other Payments, and other personal property, now owned or hereafter acquired or affixed, 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 the addresses in South Kingstown, Rhode Island set forth in Schedule 1 attached hereto (collectively called "South County Commons"), as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT A

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 South County Commons in South Kingstown, 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 TO UCC-1 FINANCING STATEMENT

PARCEL SEVEN:

**71 South County Commons Way (Building 21)
South Kingstown, Rhode Island
AP: 50/Lot: 24**

That certain tract or parcel of land with all the buildings and improvements thereon situated in the Town of South Kingstown, County of Washington, State of Rhode Island laid out and designated as being Record Lot A-8 on that plan entitled "ADMINISTRATIVE SUBDIVISION PLAN A The Village at South County Commons A.P. 50 LOTS 14-17, 19-22 & A.P. 42 LOT 22 TOWER HILL ROAD, SOUTH KINGSTOWN, RHODE ISLAND PREPARED BY DiPrete Engineering Associates, Inc. ENGINEERING, SURVEYING AND PLANNING CONSULTANTS TWO STAFFORD COURT CRANSTON, R.I. 02920 (401) 943-1000 FAX: (401) 464-6006 PREPARED FOR South County Commons, Ltd. c/o ALEX PETRUCCI 27 KRISTEN COURT WARWICK, RI 02888" which plan is recorded in the Records of Land Evidence in the Town of South Kingstown, Rhode Island on December 10, 2004 at 3:10 p.m. on Card C2004-51.

The above referenced Parcels One through Seven, inclusive, are conveyed together with the easements, benefits and/or rights (in common with others) granted in the following instruments:

- A. Grant of Easement, Sanitary Sewer Easement and Maintenance Agreement by and between Roman Catholic Bishop of Providence, Town of South Kingstown and North Colony Realty, LLC recorded in Book 852 at Page 262; as affected by the Addendum thereto recorded in Book 852 at Page 258; as further affected by Assignment of Easement Rights by and between North Colony Realty, LLC and Grandville at the Commons Limited Partnership recorded in Book 1003 at Page 309; as further affected by a Subordination Agreement from Wachovia Bank recorded in Book 1003 at Page 298; as further affected by First Amendment to Assignment of Easement Rights dated September 30, 2003 and recorded in Book 1094 at Page 39.
- B. Easement Agreement and Restrictive Covenants on Private Utility Use of Public Property from the Town of South Kingstown to North Colony Realty, LLC, Green Tree Realty, LLC and Suffolk Realty, LLC recorded in Book 857 at Page 172.
- C. Terms, conditions, easements and obligations contained in an Easement Agreement dated October 22, 2002 by and between Grandville at the Commons Limited Partnership, Suffolk Realty, LLC, North Colony Realty, LLC and Green Tree Realty, LLC recorded in Book 1003 at Page 258; affected by a First Amendment to Easement Agreement dated September 30, 2003 and recorded in Book 1094 at Page 29.
- D. Easement Agreement between Grandville at the Commons Limited Partnership and Green Tree Realty, LLC dated September 30, 2003 and recorded in Book 1094 at Page 43; as affected by First Amendment to Easement Agreement dated July 27, 2007 and recorded in Book 1290 at Page 765.
- E. Easement Agreement by and between Green Tree Realty, LLC, SCC Investments, LLC and SCC Investments II, LLC dated January 9, 2008 and recorded January 11, 2008 in Book 1307 at Page 187.