



UCC FINANCING STATEMENT
FOLLOW 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 104072347 --- 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 SCC Investments, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Two Stafford Court	Cranston	RI	02920	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	CITY	STATE	POSTAL CODE	COUNTRY
23 Broad Street	Westerly	RI	02891	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 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"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Retain/Buyer <input type="checkbox"/> Lender/Loanee	

8. OPTIONAL FILER REFERENCE DATA:
Filed with Rhode Island Secretary of State (4938 8737-2349)

UCC-1 FINANCING STATEMENT

Debtor:

SCC Investments, 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 ONE:

**15 Commons Corner Way (Building 1)
South Kingstown, Rhode Island
AP: 50/Lot: 23**

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 Lot Number Four (4) on that plan entitled "FINAL SUBMISSION ADMINISTRATIVE SUBDIVISION PLAN THE VILLAGE AT SOUTH COUNTY COMMONS A.P. 42 LOTS 14-19, & A.P. 50 LOTS 1, 4-13 TOWER HILL ROAD, SOUTH KINGSTOWN, RHODE ISLAND PREPARED BY: DIPRETE ENGINEERING ASSOCIATES, INC. ENGINEERING, SURVEYING & PLANNING CONSULTANTS 75 SOCKANOSSET CROSSROAD, SUITE 300 CRANSTON, R.I. 02920 (401) 943-1000 FAX: (401) 464-6006 PREPARED FOR: SOUTH COUNTY COMMONS, LTD. c/o ALEX PETRUCCI 108 AIRPORT ROAD, SUITE 8, WARWICK, R.I. 02889 DECEMBER 3, 2000" which plan is recorded in the Land Evidence Records of the Town of South Kingstown, Rhode Island on February 12, 2001 at 2:53 p.m. and recorded on Card C2001-13.

PARCEL TWO:

**30 Village Square Drive (Building 11)
South Kingstown, Rhode Island
AP: 50/Lot: 18**

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 Lot Number Nine (9) on that plan entitled "FINAL SUBMISSION ADMINISTRATIVE SUBDIVISION PLAN THE VILLAGE AT SOUTH COUNTY COMMONS A.P. 42 LOTS 14-19, & A.P. 50 LOTS 1, 4-13 TOWER HILL ROAD, SOUTH KINGSTOWN, RHODE ISLAND PREPARED BY: DIPRETE ENGINEERING ASSOCIATES, INC. ENGINEERING, SURVEYING & PLANNING CONSULTANTS 75 SOCKANOSSET CROSSROAD, SUITE 300 CRANSTON, R.I. 02920 (401) 943-1000 FAX: (401) 464-6006 PREPARED FOR: SOUTH COUNTY COMMONS, LTD. c/o ALEX PETRUCCI 108 AIRPORT ROAD, SUITE 8, WARWICK, R.I. 02889 DECEMBER 3, 2000" which plan is recorded in the Land Evidence Records of the Town of South Kingstown, Rhode Island on February 12, 2001 at 2:53 p.m. and recorded on Card C2001-13.

PARCEL THREE:

**50 South County Commons Way (Building 6)
49 South County Commons Way (Building 7)
60 South County Commons Way (Building 8)
59 South County Commons Way (Building 9)
South Kingstown, Rhode Island
AP: 50/Lot: 20**

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-5 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.