

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] <b>Wayne M. Kezirian, Esq.</b>	
B. SEND ACKNOWLEDGMENT TO: [Name and Address]  <b>Wayme M. Kezirian, Esq. GAEBE &amp; KEZIRIAN 128 Dorrance Street Providence, RI 02903</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>Hammer Construction, LLC</b>				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>983 Cranston Street</b>		CITY <b>Cranston</b>	STATE <b>RI</b>	POSTAL CODE <b>02920</b>
COUNTRY <b>USA</b>				
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>RI</b>	1g. ORGANIZATIONAL ID #, if any <b>129630</b> <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>CONREAL, LLC</b>				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>21 Powder Hill Road</b>		CITY <b>Lincoln</b>	STATE <b>RI</b>	POSTAL CODE <b>02865</b>
COUNTRY <b>USA</b>				

4. This FINANCING STATEMENT covers the following collateral:

See Rider A, attached.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG.LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

8. OPTIONAL FILER REFERENCE DATA:

DEBTOR: HAMMER CONSTRUCTION, LLC

UCC-1 Financing Statement Rider A

**Debtor:**  
HAMMER CONSTRUCTION, LLC,  
a Rhode Island limited liability company

**Secured Party:**  
CONREAL, LLC

Debtor hereby grants to the Secured Party a continuing security interest in, and a right to set off against, any and all right, title and interest of Debtor whether now owned or existing, or later acquired, or arising hereafter, in and to the following:

All "Personalty," meaning all personal property of any kind or nature whatsoever (including all fixtures attached to any real property), whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to the Mortgage, and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Debtor's rights and interests under all Swap Contracts, including all rights to the payment of money from Secured Party (or its affiliate) under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Debtor with respect to the Property or Debtor's operation thereof; and (g) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Debtor with Secured Party related to the Property, including any such deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

All "Condemnation Awards," meaning any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

All "Insurance Proceeds," meaning the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

All "Design and Construction Documents," meaning, collectively, (a) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (b) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (c) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (d) all amendments of or supplements to any of the foregoing.

All "Contracts of Sale," meaning all contracts for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

All "Refinancing Commitments," meaning all commitments from or other agreements with any Person providing for the financing of the Property, some or all of the proceeds of which are intended to be used for the repayment of all or a portion of the Loan.

DEBTOR: HAMMER CONSTRUCTION, LLC

All "Leases," meaning all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

All "Rents," meaning all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described herein.

Capitalized terms used above without definition have the meanings given them in the Mortgage, Assignment, Security Agreement and Fixture Filing (the "Mortgage") dated as of even date herewith, given by Debtor, as Grantor, for the benefit of Secured Party, as Beneficiary, and recorded in the Official Records of the cities of Providence, Rhode Island. The real property encumbered by the Mortgage, and on which the personal property described herein is located (other than as described hereinabove), is described on Exhibit A attached hereto and this filing includes all fixtures affixed to such real property. Any term used or defined in the Rhode Island Uniform Commercial Code, as in effect from time to time, which is not defined in this financing statement has the meaning given to that term in the Rhode Island Uniform Commercial Code, as in effect from time to time, when used in this financing statement. However, if a term is defined in Article 9 of the Rhode Island Uniform Commercial Code differently than in another Article of the Rhode Island Uniform Commercial Code, the term has the meaning specified in Article 9.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with respect to any property described in it which is real property. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the office where this financing statement is filed.