

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Michelle MacKnight - 521-7000	
B. SEND ACKNOWLEDGMENT TO: [Name and Address] Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset Street Providence, RI 02903	

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 Vistas On The Trail, Ltd.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1 James Street		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION RI	1g. ORGANIZATIONAL ID #, if any 145797 ☐ 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 ☐ 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 First Horizon Home Loans, a division of First Tennessee Bank National Association				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 670 Newfield Street		CITY Middletown	STATE CT	POSTAL CODE 06457
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and incorporated herein by reference.

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

☐ 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:

Our File No. 4322-9

SCHEDULE A
UCC FINANCING STATEMENT

This Financing Statement covers, and the Debtor grants to the Secured Party of a security interest in all of its rights, title and interest in and to the following collateral now or in the future owned by Debtor and located on the premises hereinafter described or in any way used in connection with the use, operation, construction and/or occupancy of the said premises:

- (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said premises now owned or hereafter acquired by Debtor and all fixtures now or hereafter upon the said premises, whether or not owned by Debtor including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings. Disposition of any of the aforesaid or any interest therein is prohibited; however, if any disposition is made in violation hereof, Lender shall have a security interest in the proceeds therefrom to the fullest extent permitted by the laws of the State of Rhode Island.
- (b) all of the rents, issues, and profits which may arise or be had from the premises, and all articles of personal property owned by the Debtor now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the premises herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or same are, or shall be attached to said building or buildings in any manner; and
- (c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and
- (d) all present or future contract rights of and from the herein described premises or any part thereof, including but not limited to, all rights (but not without the Secured Party's acknowledgment and approval the obligations) contained in any developer's agreements, maintenance agreements, or other public works agreements of any kind benefiting the said premises; and
- (e) any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (i) any taking of the premises or any act thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the premises or any part thereof (all the foregoing being hereinafter

sometimes referred to collectively as the "Condemnation Award"), and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Secured Party in connection with the collection of such Condemnation Award or payment.

- (f) all of Debtor's rights in, to and under policies of property insurance, including any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the premises or any portion thereof.
- (g) any and all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, all licenses, permits and approvals, all applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled or made with respect to the premises described herein, and any leasing of any of the premises.
- (h) Any and all mineral rights or rights to sand, fill, gravel, soil or the like, whether or not extracted from the premises.
- (i) All of Debtor's accounts, accounts receivable, chattel paper, notes, leases, drafts, acceptances and writings evidencing monetary obligations and/or security interests in or lease of goods, all rights to receive the payment of money or other considerations under present or future contracts or by virtue of merchandise sold or leased, services rendered, advances made or other considerations given, whether or not earned by performance and whether or not evidenced by or set forth in or arising out of any present or future chattel paper, instrument, document, note, draft, lease, acceptance, writing, bond, insurance policy or General Intangible and whether or not verbal in nature, and all extensions and renewals of any thereof, all rights under and/or arising out of any present or future contracts, agreements or General Intangibles, including, without limiting the foregoing, all payments under licensing agreements or arrangements, all right, title and interest in merchandise which gives rise to any or all of the foregoing, including, inter alia, all goods in transit and all returned, reclaimed or repossessed goods and all claims for insurance with respect to any of the same, all claims for tax refunds, all claims or causes of action which Debtor may have arising in connection with or under any agreement, contract, document, instruments or chattel paper or verbally or by operation of law or otherwise and all present and future indebtedness and obligations of any affiliate or subsidiary to it, all whether now owned or hereafter acquired by Debtor or in which Debtor may now have or may hereafter acquire any interest, all whether now existing or hereafter arising;
- (j) All of Debtor's inventory wherever located, including, without limiting the foregoing, all goods held for sale or lease or to be furnished under contracts of service, all raw materials, work in progress or materials used or consumed and all contract rights with respect to any of the same and all documents representing any of the same, all whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or may hereafter acquire any interest, all whether

now existing or hereafter arising. The security interest described in the writing to which this is a Schedule continues in all collateral described in this paragraph (except goods sold as provided in Section 9-307(1) of the Uniform Commercial Code), notwithstanding sale, exchange or other disposition thereof by Debtor (sale, exchange or other disposition of any of said collateral is not authorized by Secured Party in the Security Agreement or otherwise);

- (k) All general intangibles of every nature, including, without limitation, patents, trademarks, licensing agreements, royalty payments, copyrights, service names, service marks and logos, whether presently existing or hereafter acquired;
- (l) All of Debtor's documents, instruments and chattel paper of every nature, all whether now owned or hereafter acquired by Debtor or in which Debtor may now have or may hereafter acquire any interest, all whether now existing or hereafter arising;
- (m) All deposit accounts, certificates of deposit, securities, acceptances, bonds and any evidence thereof and documents relating thereto;
- (n) All proceeds and all products of all collateral described above, future advances, after-acquired property and any and all substitutions, renewals, replacements, additions and accretions are covered hereunder.

The premises to which reference is made herein are located at 1404 South County Trail, East Greenwich, Rhode Island and are more particularly described in Schedule B attached hereto and made a part hereof.

4322-9#1/322487

SCHEDULE B
to
Financing Statement

(Property Description)

EXHIBIT B

That certain lot or parcel of land, together with the buildings thereon, situated on the easterly side of South County Trail in the Town of East Greenwich, County of Kent, and State of Rhode Island, being more particularly described as follows:

Beginning at a point on the easterly side of South County Trail, Being the southwesterly corner of the premises hereby described and at land now or lately of Narragansett Electric Company, at a drill hole in a stone;

Thence northerly with said South County Trail, seventy and 6/100 (70.06) feet to a Rhode Island State Highway bound;

Thence continuing northerly and curving slightly with said South County Trail, one hundred eighty-nine and 19/100 (189.19) feet to a steel pin in the ground; thence easterly two hundred seventeen and 72/100 (217.72) feet to another steel pin in the ground;

Thence turning an interior angle of $268^{\circ} 09' 31''$ and running northerly in the middle of a stone wall, two hundred seventy-four and 50/100 (274.50) feet, more or less, to a drill hole in a stone at land now or lately of the Roman Catholic Bishop of Providence, said last two courses bounding on land now or lately of Antonetta C. Castelli;

Thence turning an interior angle of $73^{\circ} 46' 42''$ and running southeasterly by and with a stone wall and bounding northerly on said Roman Catholic Bishop of Providence land in part and in part on land now or lately of the Narragansett Electric Company, a distance of six hundred thirty-three and 15/100 (633.15) feet, more or less, to a drill hole in a stone;

Thence turning and running southerly bounding easterly on land now or lately of the Narragansett Electric Company, a distance of three hundred thirty-seven and 38/100 (337.38) feet, more or less, to a drill hole, thence turning and running southwesterly bounding southeasterly on land now or lately of the Narragansett Electric Company a distance of six hundred fifty-six and 82/100 (656.82) feet, more or less to a drill hole (set), thence turning and running westerly bounding southerly on other land now or lately of the Narragansett Electric Company, a distance of one hundred ninety-two and 83/100 (192.83) feet more or less, to South County Trail at the point and place of beginning, said last described line forming an interior angle of $104^{\circ} 12' 39''$ with the first herein described line, and containing 8.30 acres of land, more or less.