



* U C C 1 *

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Richard F. Hentz (401) 941-2088
B. SEND ACKNOWLEDGMENT TO: (Name and Address) McGunagle & Reidy, Ltd. 2088 Broad Street Cranston, RI 02905-3342

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 FORUM PROPERTIES, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1074 Plainfield Street				
CITY Johnston		STATE RI	POSTAL CODE 02919	COUNTRY USA
1d. TAX ID # SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION DLLC	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any 000116345 <input checked="" 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 RANDOLPH SAVINGS BANK				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 10 Cabot Place				
CITY Stoughton		STATE MA	POSTAL CODE 02072	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

- I. PREMISES: 1074 Plainfield Street, Johnston, Rhode Island 02919 as more particularly described in Exhibit A attached hereto (the "Premises")
- II. IMPROVEMENTS: All improvements now or hereafter situated upon the Premises, together with all fixtures now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon (collectively the "Improvements")
- III. EASEMENTS: Any easement, bridge, or right of way, contiguous or adjoining the Premises and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Premises.
- IV. LEASES AND RENTS: All of the Debtor's right, title and interest in and to any leases or other agreements for use of any of the Mortgaged Property and all rents, security deposits, and other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Mortgaged Property, as provided in a Collateral Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party (the "Collateral Assignment")
- V. PERSONAL PROPERTY & FIXTURES: All goods, equipment, machinery, tools, and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Premises or the Improvements, including without limitation the following: SEE EXHIBIT B

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOL	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]						
8. OPTIONAL FILER REFERENCE DATA						

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

Rhode Island Secretary of State

(1) FILING OFFICE COPY - ALPHABETICAL - RHODE ISLAND UCC FINANCING STATEMENT (FORM UCC1) (REV. 06/15/01)



* U C C 1 A D *

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

FORUM PROPERTIES, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN
NOT REQUIRED IN
RHODE ISLAND

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

16. Additional collateral description:

See Exhibit B attached hereto and incorporated herein by reference.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT "A"

PARCEL ONE:

That lot of land with all the buildings and other improvements thereon, situated on the southeasterly side of Plainfield Street in the Town of Johnston, County of Providence, State of Rhode Island, laid out and designated as Lot No. 216 (two hundred sixteen) on that certain plat of land entitled "PLAT OF LAND IN THE TOWN OF JOHNSTON, R.I. BELONGING TO THE FLETCHER LAND CO., PLATTED BY GOFF & SCHOFIELD, DECEMBER 1911", which said plat is recorded in the Office of the Town Clerk in said Johnston on Plat Card 87.

PARCEL TWO:

Those four (4) certain lots of land situated in the Town of Johnston in the State of Rhode Island, laid out and delineated as Lot Nos. 231 (two hundred thirty-one), 232 (two hundred thirty-two), 233 (two hundred thirty-three) and 234 (two hundred thirty-four) on that certain plat of land entitled "PLAT OF LAND IN THE TOWN OF JOHNSTON, R.I. BELONGING TO THE FLETCHER LAND CO., PLATTED BY GOFF & SCHOFIELD, DECEMBER 1911", recorded with the Records of Land Evidence in said Johnston on Plat Card 87.

Subject to that certain sanitary sewer easement granted by Walter D. Waterman and wife to Johnston Sanitary District dated December 20, 1958 and recorded in said Records in Book 88 at Page 159.

PARCEL THREE:

Those four lots of land, situated on the southwesterly side of Calef Street in the Town of Johnston and State of Rhode Island, laid out and delineated as Lots Nos. 235 (two hundred thirty-five), 236 (two hundred thirty-six), 237 (two hundred thirty-seven) and 238 (two hundred thirty-eight) on that plat entitled "PLAT OF LAND IN THE TOWN OF JOHNSTON, R.I. BELONGING TO THE FLETCHER LAND CO., PLATTED BY GOFF & SCHOFIELD, DECEMBER 1911", recorded with the Records of Land Evidence in said Town of Johnston on Plat Card 87.

Said lots together form a parcel bounding northeasterly on Calef Street two hundred (200) feet and holding that width extending southwesterly one hundred (100) feet to and bounding southwesterly on Lots Nos. 245 (two hundred forty-five) to 248 (two hundred forty-eight) inclusive on said plat, bounding southeasterly on land now or lately of Vincent Peloso and wife, and northwesterly on Lot No. 239 (two hundred thirty-nine) on said plat.

PARCEL FOUR:

Those two (2) certain lots or parcels of land situated in the Town of Johnston, County of Providence and State of Rhode Island, laid out and formerly designated as Lot No. 55 (fifty-five) on Assessor's Plat No. 1, which has been incorporated into and made a part of lot numbered fifty (50) on Assessor's Plat No. 1, and lot numbered two hundred fifty-three (253) on Assessor's Plat No. 2, as the same appeared as of June 15, A.D. 1948 and on file in the Town Clerk's Office of the Town of Johnston.

Subject to sanitary sewer easement over the northwesterly twenty (20) feet of said Lot No. 222 (two hundred twenty-two) as set forth in Johnston Sanitary District Plan of Easements - 1956 filed March 1, 1957 in said Records.

Subject to City of Providence Pipe Line Easement in Book 37, Page 533.

Subject to any flowage rights as stated in Book 36, Page 401, Book 64, Page 73.

PARCEL FIVE:

Those five lots of land, situated on the southwesterly side of Bedford Street in the Town of Johnston in the State of Rhode Island, laid out and delineated as Lot Nos. 221 (two hundred twenty-one), 222 (two hundred twenty-two), 223 (two hundred twenty-three), 224 (two hundred twenty-four) and 225 (two hundred twenty-five) on that certain plat of land entitled "PLAT OF LAND IN THE TOWN OF JOHNSTON, R.I. BELONGING TO THE FLETCHER LAND CO., PLATTED BY GOFF & SCHOFIELD, DECEMBER 1911", recorded with the Records of Land Evidence in said Town of Johnston on Plat Card 87.

Said lots together form a parcel bounding northeasterly on Bedford Street two hundred fifty (250) feet and holding that width extends southwesterly one hundred (100) feet to and bounds southwesterly on land now or lately of Walter D. Waterman and wife, and bounds southeasterly on land now or lately of Sandar J. Davolve, Jr. and wife and in part on land now or lately of Theresa Barnes.

Subject to sanitary sewer easement over the northwesterly twenty (20) feet of said Lot No. 222 (two hundred twenty-two) as set forth in Johnston Sanitary District Plan of Easements - 1956 filed March 1, 1957 in said Records.

Subject to City of Providence Pipe Line Easement in Book 37, Page 533.

Subject to any flowage rights as stated in Book 36, Page 401, Book 64, Page 73.

PARCEL SIX:

That certain real estate situated in the Town of Johnston, County of Providence and State of Rhode Island, and described as follows:

Those three (3) certain lots or parcels of land, with any buildings or improvements thereon, situated in the Town of Johnston, State of Rhode Island, laid out and designated as lots numbered 218 (two hundred eighteen), 219 (two hundred nineteen) and 220 (two hundred twenty) on that plat of land entitled "PLAT OF LAND IN THE TOWN OF JOHNSTON, R.I. BELONGING TO THE FLETCHER LAND CO., PLATTED BY GOFF & SCHOFIELD, DECEMBER 1911", which plat is on record in the Town Clerk's Office in said Johnston on Plat Card 87.

Subject to flowage rights, easements of record and all pending or future sewer assessments.

AND HOWEVER ELSE DESCRIBED, being the same premises conveyed by Irving E. McCurdy recorded July 27, 1937 in Deed Book 53 at Page 546, and the same premises conveyed to Irving E. McCurdy by deed from James E. McCurdy, recorded February 20, 1933, in Deed Book 48 at Page 387.

PARCEL SEVEN:

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on Plainfield Street in the Town of Johnston, County of Providence, State of Rhode Island, laid out and designated as Lots Nos. 9 (nine), 10 (ten), 11 (eleven), 12 (twelve) on that certain plat of land entitled "PLAT OF LAND BELONGING TO WILLIAM A STARKWEATHER IN JOHNSON (JOHNSTON) R.I. FEB., 1930 BY A. ARCHETTO ENGINEER", which said plat is recorded in the Land Evidence Records of said Town of Johnston on Plat Card 111.

Subject to flowage rights, easements of record and all pending or future sewer easements.

Lot Nos. 9, 10, 11, 12, and above are also shown on tax assessor's Map of the Town of Johnston, as Lot Nos. 46, 47, 48, 49 on Plat No. 1.

Meaning and intending to include Lots 46, 47, 48, 49 and 50 on Assessor's Plat 1; and Lots 253, 297, 299, 323 and 325 on Assessor's Plat 2, as said Tax Assessor's Plat appeared in the Johnston Tax Assessor's Office as of December 31, 1999.

PROPERTY ADDRESS:

1074 Plainfield Street
Johnston, Rhode Island 02919
PLAT 1 LOT 50
PLAT 2 LOT 253

EXHIBIT B

A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Premises.

B. Proceeds for Damage to the Collateral: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Collateral or any part thereof.

C. Utility Deposits: All right, title and interest of the Debtor in and to all monetary deposits which Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

D. Records: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

E. Name and Goodwill: The right, in event of foreclosure hereunder upon the Collateral, to take and use any name by which the operation of the business of the Debtor is then known or any variation of the words thereof, and the goodwill of Debtor with respect thereto.

DEFINITIONS:

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.