

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

|   |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br><b>Edward G. Avila, Esq. (401) 521-7000</b>   |
| B. E-MAIL CONTACT AT FILER (optional)<br><b>eavila@rcfp.com</b>   |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)<br><div style="border: 1px solid black; padding: 5px; margin: 5px 0;"><b>Edward G. Avila, Esq.<br/>Roberts Carroll Feldstein &amp; Peirce<br/>10 Weybosset Street, 8th floor<br/>Providence, RI 02903</b></div> |

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<br><b>Commerce Park Associates 5, LLC</b> |                          |                                |                               |                             |
| OR  | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME            | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 1c. MAILING ADDRESS<br><b>One Realty Way</b>                      |                          | CITY<br><b>East Providence</b> | STATE<br><b>RI</b>            | POSTAL CODE<br><b>02914</b> |
|   |                          |                                | COUNTRY<br><b>USA</b>         |                             |

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<br><b>TD Bank, N.A.</b>      |                          |                           |                               |                             |
| OR   | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME       | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 3c. MAILING ADDRESS<br><b>180 Westminster Street</b> |                          | CITY<br><b>Providence</b> | STATE<br><b>RI</b>            | POSTAL CODE<br><b>02903</b> |
|  |                          |                           | COUNTRY<br><b>USA</b>         |                             |

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

See Exhibit "A" attached hereto and made a part hereof.

Filed with the Rhode Island Secretary of State

|   |  |
|---|--|
| 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:<br><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:<br><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"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor |  |
| 8. OPTIONAL FILER REFERENCE DATA:<br><b>Our File No. 5080-6</b>   |  |

## EXHIBIT A

**Debtor:** Commerce Park Associates 5, LLC  
One Realty Way  
East Providence, RI 02914

**Secured Party:** TD Bank, N.A.  
180 Westminster Street  
Providence, RI 02903

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

**PERSONAL PROPERTY AND 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 the 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 in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

**A. EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties,

cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

**B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

**C. UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the 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 the Debtor in connection with the operation of the Premises.

**E. NAME AND GOODWILL:** The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the 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; and including, without limitation, any Equipment.

**"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.

**"Premises"** shall mean the real estate of the Debtor located at 790 and 825 Centre of New England Boulevard, Coventry, East Greenwich and West Greenwich, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

**"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.

5080-6/782336

EXHIBIT B

PARCEL I  
780 CENTRE OF NEW ENGLAND BOULEVARD

That certain tract or parcel of land, with all the buildings and improvements thereon, situated on Centre of New England Boulevard in the Town of Coventry, County of Kent, State of Rhode Island bounded and described as follows:

Beginning at a point in the northwesterly Highway Line of New London Turnpike at a Rhode Island State Highway Bound situated thirty and 00/100 (30.00) feet left of Station 31 + 33.72 as shown on State Highway Plat 1688B and as shown on that plat entitled "ALTA/ASCM Land Title Survey situated in Coventry, Rhode Island Assessor's Plat 5, Lots 8 and 14, Assessor's Plat 6, Lot 1, Assessor's Plat 7, Lot 2, Assessor's Plat 13, Lots 22 and 28, West Greenwich, Rhode Island Assessor's Plat 1, Lots 3-1 and 4, East Greenwich, Rhode Island Assessor's Plat 15, Lot 7 prepared by John P. Calko Corporation October 2, 1997 Scale 1" = 200' as recorded in the Towns of Coventry, East Greenwich and West Greenwich;

Thence running northwesterly, bounded northeasterly in part by State Highway Plat 1688B and in part by land now or formerly of Robert J. and George Pease, a distance of fifty-four and 25/100 (54.25) feet to a point of curvature;

Thence curving to the left and running northwesterly, westerly and southwesterly, along the arc of a curve having a radius of one hundred seventy-five and 08/100 (175.08) feet, a central angle of  $79^{\circ} 21' 38''$ , for an arc length of two hundred forty-two and 44/100 (242.44) feet to a point of reverse curvature;

Thence curving to the right and running southwesterly and westerly, along the arc of a curve having a radius of six hundred twenty and 00/100 (620.00) feet, a central angle of  $25^{\circ} 15' 28''$ , for an arc length of two hundred seventy-three and 71/100 (273.71) feet to a point;

Thence turning an angle to the right from the chord of the last described curve of  $182^{\circ} 37' 44''$  and running westerly a distance of forty-nine and 17/100 (49.17) feet to a point, the last four courses running along the northeasterly and northerly line of Centre of New England Boulevard;

Thence turning an angle to the left of  $80^{\circ} 00' 00''$  and running northerly for a distance of fifty-nine and 87/100 feet (59.87) to a point;

Thence turning an angle to the right of  $185^{\circ} 43' 25''$  and running northeasterly for a distance of eleven and 27/100 feet (11.27) to a point on the town line between the Town of Coventry and the Town of West Greenwich and to the point and place of beginning of the herein described parcel;

Thence turning an angle to the right of  $73^{\circ} 23' 48''$  and running westerly for a distance of five hundred seventy-five and 12/100 feet (575.12) to a point;

Thence turning an interior angle of  $89^{\circ} 07' 10''$  and running northerly for a distance of two hundred forty-nine and 47/100 feet (249.47) to a point;

Thence turning an interior angle of  $90^{\circ} 00' 00''$  and running easterly for a distance of five and 99/100 feet (5.99) to a point;

Thence turning an interior angle of  $270^{\circ} 00' 00''$  and running northerly a distance of three hundred thirty-six and

**PARCEL 1**  
**790 CENTRE OF NEW ENGLAND BOULEVARD**

55/100 (338.55) feet to an iron rod;

Thence turning an interior angle of  $81^{\circ} 15' 23''$  and running easterly a distance of five hundred seventy-nine and 47/100 (579.47) feet to a point;

Thence turning an interior angle of  $125^{\circ} 54' 52''$  and running southeasterly a distance of one hundred twenty-eight and 51/100 (128.51) feet to a point;

Thence turning an interior angle of  $142^{\circ} 48' 45''$  and running southerly a distance of three hundred six and 50/100 (306.50) feet to a point;

Thence turning an interior angle of  $90^{\circ} 00' 00''$  and running westerly a distance of forty-two and 00/100 (42.00) feet to an iron rod;

Thence turning an interior angle of  $270^{\circ} 00' 00''$  and running southerly a distance of one hundred thirty-five and 99/100 (135.99) feet to a point;

Thence turning an interior angle of  $117^{\circ} 53' 02''$  and running southwesterly a distance of twenty-four and 63/100 (24.63) feet to a point;

Thence turning an interior angle of  $194^{\circ} 56' 44''$  and running southwesterly a distance of twenty-seven and 10/100 (27.10) feet to a point;

Thence turning an interior angle of  $211^{\circ} 25' 49''$  and running southwestely for a distance of fifteen and 83/100 feet (15.83) to said town line between the Town of Coventry and the Town of West Greenwich at the point and place of beginning of the herein described parcel of land.

The last described course forms an interior angle of  $108^{\circ} 35' 16''$  with the first described course of the herein described parcel of land.

**EASEMENT PARCELS:**

Together with the benefit of that certain Boulevard Access Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 7, LLC, recorded with the Land Evidence Records of the Town of West Greenwich in Book 146 at Page 310, in the Land Evidence Records of the Town of Coventry in Book 991 at Page 182 and in the Land Evidence Records of the Town of East Greenwich in Book 388 at Page 20.

Together with the benefit of that certain Access and Utility Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 7, LLC, recorded with the Land Evidence Records of the Town of West Greenwich in Book 146 at Page 298, in the Land Evidence Records of the Town of Coventry in Book 991 at Page 141 and in the Land Evidence Records of the Town of East Greenwich in Book 388 at Page 9.

Together with the benefit of that certain Easement Agreement by and between Commerce Park Realty, LLC and

Commerce Park Associates 7, LLC, recorded with the Land Evidence Records of the Town of West Greenwich in Book 146 at Page 306, in the Land Evidence Records of the Town of Coventry in Book 991 at Page 178 and in the Land Evidence Records of the Town of East Greenwich in Book 388 at Page 46.

**PARCEL 1:**  
**824 CENTRE OF NEW ENGLAND BOULEVARD**

Thence running easterly and northeasterly, along the arc of a curve to the left having a radius of seven hundred eight and 90/100 (708.90) feet, a central angle of  $25^{\circ} 18' 28''$  and a chord bearing of N  $84^{\circ} 05' 24''$  E, for an arc length of three hundred twelve and 51/100 (312.51) feet to a point of reverse curvature;

Thence running northeasterly, easterly, and southeasterly, along the arc of a curve to the right having a radius of eighty-seven and 63/100 (87.63) feet, a central angle of  $79^{\circ} 21' 36''$  and a chord bearing of S  $88^{\circ} 51' 31''$  E, for an arc length of one hundred twenty and 65/100 (120.65) feet to a point of tangency;

Thence running S  $28^{\circ} 10' 42''$  E a distance of seventy and 24/100 (70.24) feet to the point of beginning of the herein described parcel.

**PARCEL 2:**

TOGETHER WITH the benefit of that certain Second Parking Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 5, LLC recorded with the records of Land Evidence in the Town of West Greenwich in Book 112 at Page 300 and with the records of Land Evidence in the Town of East Greenwich in Book 304 at Page 1.

**PARCEL 3:**

TOGETHER WITH the benefit of that certain Boulevard Access Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 5, LLC recorded with the records of Land Evidence in the Town of East Greenwich in Book 297 at Page 62, with the records of Land Evidence in the Town of West Greenwich in Book 110 at Page 106 and recorded with the records of Land Evidence in the Town of Coventry in Book 815 at Page 54.

**PARCEL 4:**

TOGETHER WITH the benefit of that certain Access Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 5, LLC recorded with the records of Land Evidence in the Town of East Greenwich in Book 297 at Page 83, recorded with the records of Land Evidence in the Town of West Greenwich in Book 110 at Page 87, and recorded with the records of Land Evidence in the Town of Coventry in Book 815 at Page 46.

**PARCEL 5:**

TOGETHER WITH the benefit of that certain Sign Access Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 5, LLC recorded with the records of Land Evidence in the Town of East Greenwich in Book 297 at Page 88, recorded with the records of Land Evidence in the Town of West Greenwich in Book 110 at Page 102, and recorded with the records of Land Evidence in the Town of Coventry in Book 815 at Page 80.