

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Robin A. Fallis (904-930-4086)
B. E-MAIL CONTACT AT FILER (optional) rfallis@jaxlawgroup.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">James I. Vance Berry, Jr. Stoneburner Berry Purcell & Campbell, P.A. 200 West Forsyth Street, Suite 1610 Jacksonville, FL 32202</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 Benoit Realty, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 949 Eddie Dowling Highway		CITY North Smithfield	STATE RI	POSTAL CODE 02896
			COUNTRY 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 Bank of America, N.A.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS NC1-001-05-13, 101 North Tryon Street		CITY Charlotte	STATE NC	POSTAL CODE 28255
			COUNTRY USA	

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

All assets more particularly described on Schedule 1 attached hereto.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Rhode Island

Schedule 1

1. The collateral includes all estate, right, title and interest which Debtor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Land (as hereinafter defined) and the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the land (the "Land") more particularly described on Exhibit "A" attached hereto, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

(b) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(c) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(d) All rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions, development orders or declarations or general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land, the Improvements or the other assets described herein or any portion thereof or interest therein including, without limitation, the following: (1) all contracts, plans, specifications and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (2) all agreements for the provision of utilities (including any reservation of capacity for utilities) to the Land or Improvements; (3) all payment, performance or other bonds; (4) all contracts, option agreements, right of first refusal agreements and other agreements now existing or hereafter made for the sale by Debtor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such contracts and agreements, including any purchase-money notes and mortgages made by such purchasers; and (5) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. The collateral also includes all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Debtor as bonus or royalty payments, and any damages or other compensation payable to Debtor in connection with the exercise of any such rights, shall also be considered Rents under this Paragraph.

3. The collateral also includes all of Debtor's right, title and interest now owned or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

BENOIT REALTY, LLC (Anchor Subaru Parcel)

A.P. 17 Lots 80, 84, 85, 167 & 231

Those certain tracts or parcels of land situated in the Town of North Smithfield, County of Providence and State of Rhode Island bounded and described as follows:

Beginning at a point in the southwesterly line of Eddie Dowling Highway (Route 146), said point being the most northeasterly corner of land now or formerly of Anchor Automotive Realty, LLC and the most southeasterly corner of the herein described parcel;

thence proceeding in a northwesterly direction a distance of two hundred twenty-four and 16/100 (224.16) feet along the southwesterly line of Eddie Dowling Highway, to a point of curvature;

thence proceeding in a general northwesterly direction a distance of three hundred ninety-three and 19/100 (393.19) feet along the arc of a curve to the left, said curve having a radius of two thousand eighty-four and 69/100 (2084.69) feet and a delta angle of 10°-48'-24", and along the southwesterly line of Eddie Dowling Highway, to a point;

thence proceeding in a northwesterly direction a distance of two hundred thirty-six and 18/100 (236.18) feet, along the southwesterly line of Eddie Dowling Highway, to a point;

thence turning an interior angle of 101°-35'-13" and proceeding in a southwesterly direction a distance of three hundred sixteen and 68/100 (316.68) feet, bounded northwesterly by land now or formerly of Normand J. & Barbara J. Jolicoeur, to a point;

thence turning an interior angle of 82°-00'-00" and proceeding in a southeasterly direction a distance of three hundred two and 00/100 (302.00) feet, bounded westerly in part by land now or formerly of Angie Souliere and in part by land now or formerly of Benoit Realty, LLC, to a point;

thence turning an interior angle of 276°-41'-17" and proceeding in a southwesterly direction a distance of three hundred and 00/100 (300.00) feet, bounded northwesterly by said Benoit Realty, LLC land, to a point;

thence turning an interior angle of 90°-23'-34" and proceeding in a southeasterly direction a distance of three hundred fifty-three and 65/100 (353.65) feet, bounded southwesterly by said Benoit Realty, LLC land, to a point;

thence turning an interior angle of 106°-41'-03" and proceeding in a southeasterly direction a distance of two hundred and 99/100 (200.99) feet, bounded southwesterly in part by said Benoit Realty, LLC land and in part by land now or formerly of RB North Smithfield Realty, LLC, to a point;

thence turning an interior angle of 281°-20'-02" and proceeding in a southwesterly direction a distance of ten and 00/100 (10.00) feet, bounded northwesterly by said RB North Smithfield Realty, LLC land, to a point;

thence turning an interior angle of 89°-25'-27" and proceeding in a southeasterly direction a distance of twenty-two and 36/100 (22.36) feet, bounded southwesterly by said RB North Smithfield Realty, LLC land, to a point;

thence turning an interior angle of 173°-20'-37" and proceeding in a southeasterly direction a distance of one hundred forty and 26/100 (140.26) feet, bounded south westerly by said RB North Smithfield Realty, LLC land, to a point;

thence turning an interior angle of $102^{\circ}-53'-02''$ and proceeding in a northeasterly direction a distance of thirty-seven and $56/100$ (37.56) feet, bounded southeasterly by said RB North Smithfield Realty, LLC land, to a point;

thence turning an interior angle of $268^{\circ}-57'-03''$ and proceeding in a southeasterly direction a distance of seventy-one and $26/100$ (71.26) feet, bounded southwesterly by said RB North Smithfield Realty, LLC land, to a point;

thence turning an interior angle of $162^{\circ}-00'-06''$ and proceeding in a southeasterly direction a distance of two hundred forty-seven and $42/100$ (247.42) feet, bounded southwesterly in part by land now or formerly of Anchor Automotive Realty, LLC and in part by other land now or formerly of Anchor Automotive Realty, LLC; to the point and place of beginning on the northwesterly line of Eddie Dowling Highway; the last mentioned course forms an interior angle of $75^{\circ}-26'-11''$ with the first mentioned course.

Said parcels contain 397,094 s.f or 9.116 acres of land, more or less.