

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michelle MacKnight - 521-7000
B. E-MAIL CONTACT AT FILER (optional) mmacknight@rcfp.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset Street Providence, RI 02903</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 Boulevard Enterprises, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1036 Narragansett Boulevard		CITY Cranston	STATE RI	POSTAL CODE 02905
			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 Pawtucket Credit Union				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1200 Central Avenue		CITY Pawtucket	STATE RI	POSTAL CODE 02861
			COUNTRY USA	

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

See Exhibit A attached hereto and incorporated herein by reference.

Filed with RI 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: <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: <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: Our File No. 5073-15	

EXHIBIT A

Debtor: Boulevard Enterprises, LLC
1036 Narragansett Boulevard
Cranston, Rhode Island 02905

Secured Party: Pawtucket Credit Union
1200 Central Avenue
Pawtucket, Rhode Island 02861

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 Unit C-2 of the Bay Colony Condominium, 690 Commercial Street, Provincetown, Massachusetts and 1032-1040 Narragansett Boulevard, Cranston, 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.

5073-15 (3079037)

EXHIBIT B

PARCEL I:

That lot of land, with all buildings and improvements thereon, situated on the easterly side of Narragansett Boulevard, in the City of Cranston and State of Rhode Island, and bound and described as follows: Beginning at the northwesterly corner of Parcel II, hereinafter described, said point being thirty-one and 87/100 (31.87) feet northerly from the northerly line of Smith Street measured along the easterly line of Narragansett Boulevard; thence northerly bounding westerly on said Narragansett Boulevard forty-nine and 56/100 (49.56) feet to land now or formerly of Constantine G. Christellis; thence turning an interior angle of $79^{\circ} 15'$ and running easterly bounding northerly on said Christellis land seventy-six and 21/100 (76.21) feet to Parcel III, hereinafter described; thence turning an interior angle of 90° and running southerly bounding easterly on said last named land thirty-eight and 73/100 (38.73) feet to Parcel II; thence turning an interior angle of $98^{\circ} 27'$ and running westerly bounding southerly on said Parcel II, sixty-seven and 71/100 (67.71) feet to the place of beginning (the last described line forming an interior angle of $92^{\circ} 18'$ with the first described line).

PARCEL II:

Also that lot or parcel of land, with all buildings and improvements thereon, situated at the northeasterly corner of Narragansett Boulevard and Smith Street in said City of Cranston, and bounded and described as follows: Beginning at the point of the intersection of the easterly line of Narragansett Boulevard with the northerly line of Smith Street; thence northerly bounding westerly on Narragansett Boulevard thirty-one and 87/100 (31.87) feet to Parcel I; thence turning an interior angle of $87^{\circ} 42'$ and running easterly bounding northerly on said Parcel I, hereinabove described, sixty-seven and 71/100 (67.71) feet to a corner; thence turning an interior angle of $81^{\circ} 33'$ and running southerly bounding easterly on Parcel III, hereinafter described, forty-one and 27/100 (41.27) feet to said Smith Street; thence turning a right angle and running westerly bounding southerly on Smith Street sixty-one and 02/100 (61.02) feet to the point of beginning.

Parcel III:

Also that strip or parcel of land, with all buildings and improvements thereon, situated in said Cranston bounded and described as follows: Beginning at a point on the northerly line of Smith Street at the southeasterly corner of Parcel II, hereinabove described, said point of beginning being sixty-one and 2/100 (61.02) feet easterly from the northeasterly corner of Smith Street and Narragansett Boulevard; thence northerly along the easterly lines of said Parcel II and Parcel I, eighty feet, more or less, to land now or formerly of Constantine G. Christellis; thence easterly bounding northerly on said Christellis land two (2) feet to Parcel IV, hereinafter described; thence southerly bounding easterly on said Parcel IV eighty (80) feet to Smith Street; thence westerly bounding southerly on said Smith Street two (2) feet to the point of beginning.

Parcel IV:

Also, all of our right, title and interest in and to that triangular strip of land with all buildings and improvements thereon, situated on the northerly side of Smith Street in said City of Cranston, and bounded and described as follows: Beginning at a point in the northerly line of Smith Street, sixty-three and 02/100 (63.02) feet easterly from the northeasterly corner of Smith Street and Narragansett Boulevard, said point being the southwesterly corner of the parcel herein described; thence, running northerly, bounding westerly on Parcel III, hereinbefore described, to land now or formerly of Constantine G. Christellis; thence turning an interior angle of $2^{\circ} 04'$ and running southerly, bounding easterly on land now or formerly of John M. McManus, et ux eighty and 06/100 (80.05) feet to Smith Street; thence turning an interior angle of $87^{\circ} 56'$ and running westerly two and 88/100 (2.88) feet to the point of beginning, forming an interior angle of 90° with the westerly boundary of said strip of land.

Meaning and intending to describe the premises conveyed by deed recorded in Book 864 at Page 456.

For reference only:

1032 Narragansett Boulevard
Cranston, RI
A Plat 2/4, Lot 3472