

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Betty Desrochers (401) 521-7000
B. E-MAIL CONTACT AT FILER (optional) bdesrochers@rcfp.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">Amy T. M. Oakley, Esq. Roberts, Carroll, Feldstein &amp; Peirce 10 Weybosset Street, Suite 800 Providence, Rhode Island 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 Richmond Center Limited Partnership				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Picerne Investment Corp., 75 Lambert Lind Highway		CITY Warwick	STATE RI	POSTAL CODE 02886
			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 Rockland Trust Company				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 288 Union Street		CITY Rockland	STATE MA	POSTAL CODE 02370
			COUNTRY USA	

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

See Exhibit A attached hereto and incorporated herein by reference.

Filed with the Rhode Island Secretary of State

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Our File No. 3842-256

EXHIBIT A

**Debtor:** Richmond Center Limited Partnership  
c/o Picerne Investment Corporation  
75 Lambert Lind Highway  
Warwick, Rhode Island 02886

**Secured Party:** Rockland Trust Company  
288 Union Street  
Rockland, Massachusetts 02370

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. Excluding anything containing the "Picerne" name.

### **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 specifically related to the Premises 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 80 Lambert Lind Highway, Warwick, 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.

## EXHIBIT B

### 80 Lambert Lind Highway

#### PARCEL A

That certain tract or parcel of land with all the buildings and improvements thereon, situated in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being the northeasterly corner of the intersection of Lambert Lind Highway (Route 5) and Fessenden Street, said point also being on the easterly line of State Highway Line Plat No. 1150;

thence running northeasterly a distance of one hundred seventy-eight and 04/100 (178.04) feet along said State Highway Line of Plat No. 1150 to a point opposite and fifty-three and 00/100 (53.00) feet easterly of Station 30+ 22.00 on the centerline of said Plat No. 1150;

thence running generally northeasterly along said State Highway Line Plat No. 1150 four hundred and thirty-eight and 20/100 (438.20) to a point opposite and seventy and 00/100 (70.00) feet easterly of P.T. Station 25 + 76.40 on said centerline of Plat No. 1150;

thence running northerly a distance of forty-nine and 36/100 (49.36) feet along said State Highway Line Plat No. 1150 to a point, said point being on the westerly property line of land now or formerly of Elmer A. and Mildred E. Anderson;

thence southeasterly at an interior angle of twenty-nine degrees, ten minutes, forty-nine and 5/10 seconds (29°-10'-49.5"), a distance of one hundred seventy and 20/100 (170.20) feet bounded northeasterly by said Anderson land, land now or formerly of Priscilla Metivier, and Tingley Street to a point, said point being on the southerly line of said Tingley Street;

thence northeasterly at an interior angle of two hundred seventy degrees zero minutes, zero seconds (270° 00' 00"), a distance of eighteen and 86/100 (18.86) feet bounded northwesterly by said Tingley Street to a point;

thence southeasterly at an interior angle of ninety degrees (90°) a distance of two hundred feet (200') to a point, said point being on the southerly line of said Greble Street;

thence northeasterly at an interior angle of two hundred seventy degrees, zero minutes, zero seconds (270° 00' 00"), a distance of twenty-one and 52/100 (21.52) feet bounded by said Greble Street to a point, said point being the northwesterly corner of land now or formerly of Pontiac Free Library Association of Warwick;

thence southeasterly at an interior angle of ninety degrees, zero minutes, zero seconds (90° -00'-00"), a distance of one hundred one and 51/100 (101.51) feet along the westerly property line of said Pontiac Free Library Association of Warwick land to a point, said point being the

southwesterly corner of said Pontiac Free Library Association of Warwick land and the northwesterly corner of other land now or formerly of Pontiac Free Library Association of Warwick;

thence southerly at an interior angle of one hundred sixty-six degrees, nine minutes, fifty seconds ( $66^{\circ}-09'-50''$ ), along the westerly property line of said other Pontiac Free Library Association of Warwick land a distance of sixty and  $\frac{23}{100}$  (60.23) feet to a point, said point being on the northerly line of aforementioned Fessenden Street;

thence southwesterly at an interior angle of one hundred three degrees, fifty minutes, ten seconds ( $103^{\circ}-50'-10''$ ), along said northerly line of Fessenden Street a distance of four hundred nineteen and  $\frac{88}{100}$  (419.88) feet to the point and place of beginning.

Excepting from the above described premises, that certain tract or parcel of land described on Exhibit B attached hereto and made a part hereof.

#### PARCEL B

That certain tract or parcel of land with all the buildings and improvements thereon, situated in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being the southwesterly corner of Tingley Street and the westerly line of State Highway Line Plat No. 44, said point also being a point on a curve having a radius of one thousand fifty-six and  $\frac{34}{100}$  (1056.34) feet;

thence running generally southeasterly along said westerly State of Highway Line Plat No. 44 and said are having a radius of one thousand fifty-six and  $\frac{34}{100}$  (1056.34) feet and a central angle of eight degrees, forty-one minutes, fifty-five seconds ( $8^{\circ}-41'-55''$ ), a distance of one hundred sixty and  $\frac{37}{100}$  (160.37) feet to a point, said point being another point on said curve, said point also being the northwesterly corner of said westerly State Highway Line Plat No. 44 and Greble Street;

thence southwesterly along the northerly line of said Greble Street, a distance of two hundred fifteen and  $\frac{45}{100}$  (215.45) feet to a point; said point being the easterly property line of land now or formerly of Richmond Center Limited Partnership;

thence northwesterly at an interior angle of ninety degrees, zero minutes, zero seconds ( $90^{\circ}-00'-00''$ ) a distance of one hundred sixty and  $\frac{00}{100}$  (160.00) feet bounded southeasterly by said Richmond Center land to a point, said point being on the southerly line of Tingley Street;

thence northeasterly at an interior angle of ninety degrees, zero minutes, zero seconds ( $90^{\circ}-00'-00''$ ), a distance of two hundred seven and  $\frac{08}{100}$  (207.08) feet bounded by said Tingley Street to the point and place of beginning.

The above described parcel encompasses and includes thirty four thousand, one hundred twenty eight (34,128) square feet or 8/10 (.8) acres, more or less, of land.

#### PARCEL C

Together with that certain tract or parcel of land, with all improvements, situated on the easterly side of Lambert Lind Highway in the City of Warwick, County of Kent, the State of Rhode Island and Providence Plantations and shown as Parcel 'A' on that Rhode Island Highway Plat Number 1150A and being more particularly described as follows:

Beginning at a point on the easterly highway line of Rhode Island Plat Number 1150, bounded easterly by land now or formerly of Richmond Center Limited Partnership. Said point is located 68.66 feet left of centerline station 25+70 as shown on Rhode Island Highway Plat Number 1150;

Thence South 87°06'08" West, a distance of 24.38 feet to a point;

Thence South 02°05'29" West, a distance of 317.16 feet to a point;

Thence South 89°07'01" East, a distance of 21.68 feet to a point;

Thence North 03°30'18" East, a distance of 23.57 feet to a point;

Thence North 03°29'25" East, a distance of 220.09 feet to a point;

Thence North 00°25'58" East, a distance of 68.63 feet to a point;

Thence North 09°26'47" West, a distance of 6.76 feet to the point and place of beginning.

Together with all rights appurtenant to said tract or parcel of land, said tract or parcel of land being further described below, and subject to the conditions and restrictions set forth in Exhibit B of that certain Quitclaim Deed recorded in Book 7332 at Page 263.