

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Matthew Pappas (617-488-8131)
B. E-MAIL CONTACT AT FILER (optional) mpappas@pierceatwood.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  PIERCE ATWOOD, LLP 100 SUMMER STREET, 22 <sup>nd</sup> Floor BOSTON, MA 02110 Attn: Matthew Pappas, Esq.

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 SIMMONSVILLE ASSOCIATES				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 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 SALEM FIVE CENTS SAVINGS BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 210 Essex Street		CITY Salem	STATE MA	POSTAL CODE 01970
			COUNTRY USA	

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

The Debtors' right, title and interest in and to the Collateral described on **Exhibit A** attached hereto and located at or used in connection with the real property located at 335, 337, 341 and 343 Simmonsville Avenue, Johnston, Rhode Island, all as more fully described on **Exhibits B** attached hereto.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/111)

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR

SIMMONSVILLE ASSOCIATES

SECURED PARTY

SALEM FIVE CENTS SAVINGS BANK

DESCRIPTION OF COLLATERAL

As used herein, the term "Collateral" shall mean all and each of the following, whether singly or collectively, whether real property, personal property, or any combination thereof, whether now owned or now existing, or in which Debtor has an interest, or at any time in the future, acquired, arising, or to become due, or in which Debtor obtains an interest, and all proceeds, products, substitutions and accessions of or to any of the following:

(a) All that certain piece or parcel(s) of land, with the buildings and improvements now or hereafter placed thereon, known as and numbered **335, 337, 341 and 343 Simmonsville Avenue, Johnston, Rhode Island** (hereinafter, collectively, called the "Premises"), and being more particularly bounded and described in Exhibit B attached hereto;

(b) All the right, title and interest of Debtor, now or hereafter, in and to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Premises; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, possession rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises;

(c) All the right, title and interest of Debtor in and to all fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the Premises, or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto (hereinafter collectively referred to as the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, hydraulic lifts, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Debtor in and to any Fixtures which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of Secured Party under the Mortgage (defined below); and all the proceeds and products of any and all Fixtures, including, but not limited to, any deposits or payments now or hereafter made thereon.

(d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Premises, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

(e) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payment by Secured Party or Debtor, incurred by Secured Party in connection with the collection of such award or payment.

(f) All further estate, right, title, interest, property, claim and demand whatsoever, either in law or in

equity, of Debtor, in or to any of the above.

(g) All the right, title and interest of Debtor in and to all manner of machinery, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials, improvements and Fixtures now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Premises.

All capitalized terms used and not defined herein shall have the meaning given to them in that certain Mortgage and Security Agreement dated November 30, 2016 from the Debtor in favor of the Secured Party concerning the Premises (as the same may be amended, restated or modified from time to time, the "Mortgage").

EXHIBIT B TO UCC-1 FINANCING STATEMENT

DEBTOR

SIMMONSVILLE ASSOCIATES

SECURED PARTY

SALEM FIVE CENTS SAVINGS BANK

01-2391-001 50  
10-17-0010689

That certain parcel of land with all buildings and improvements thereon, situated on the easterly side of Simmonsville Avenue in the town of Johnston, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the northeast corner of the parcel herein described, said corner also being the intersection of the southwesterly line of Belmont Street (Prince Street) with the southeasterly line of Simmonsville Avenue;

Thence turning an interior angle of  $270^{\circ}00'00''$  and running northeasterly bounded northwesterly in part by the end of said Belmont Street (Prince Street) and in part by land now or formerly Vincent and Lucy Fiontella, 165.00 feet to a point set at a corner of a stone wall;

Thence turning an interior angle of  $172^{\circ}50'11''$  and continuing northeasterly along said stone wall 127.47 feet to a corner in said stone wall;

Thence turning an interior angle of  $85^{\circ}06'02''$  and running southerly along a stone wall and bounded in part by land now or formerly Christina Dimartino heirs, and in part by the end of Gross Street (unrecorded), 584.38 feet to a point;

Thence turning an interior angle of  $92^{\circ}24'00''$  and running westerly bounded southerly in part by said Dimartino Land and in part by the end of Belmont street, 120.07 feet to a point;

Thence turning an interior angle of  $177^{\circ}36'00''$  and running westerly bounded southerly in part by said Dimartino land in part by other land of Ronald R. S. Picerne and John P. Capaldi 300.00 feet to a point;

Thence turning an interior angle of  $128^{\circ}45'59''$  and running northwesterly bounded southwesterly by said Picerne et al land 332.02 feet to a point;

Thence turning an interior angle of  $116^{\circ}51'04''$  and running northwesterly in part by said Picerne et al land and in part by Historical Cemetery number 33, 317.30 feet to a point at the northeast corner of said cemetery;

Thence turning an interior angle of  $278^{\circ}43'02''$  and running westerly bounded southerly by said cemetery 190.57 feet to a point at the northwest corner of said cemetery and also being on the easterly line of Old Simmonsville Road;

Thence turning an interior angle of  $62^{\circ}38'05''$  and running northeasterly along the said easterly line of Old Simmonsville Road 10.35 feet to a R.I.H.B set 25 feet right center line station 64+79.41;

Thence turning an interior angle of  $166^{\circ}48'22''$  and running northeasterly along the southeasterly line of Simmonsville Avenue 376.498 feet to a R.I.H.B set 25 feet right center line station 68+56.15;

Thence along an arc of a curve to the left with a radius of 3378.47 feet an arc distance of 14.527 feet to a point and place of beginning.

STATE OF MISSISSIPPI  
COUNTY OF JEFFERSON

The last three courses are along the southeasterly line of said Simmonsville Avenue as shown on a State Highway Plat 918.

The area of this parcel is 362,943 square feet or 8.332 acres.

WITNESSED BY ME, CLERK OF THE  
COURT, IN THE PRESENCE OF  
THE CLERK  
JANUARY 1, 1911