

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 34785 - BROOKLINE	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	58229165 RIRI
File with: Secretary of State, RI	

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 365 EDDY STREET PENTHOUSE, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 365 EDDY STREET UNIT 6		CITY Providence	STATE RI	POSTAL CODE 02903
			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 RHODE ISLAND				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
See EXHIBIT A Attached hereto and made a part hereof
the real estate is commonly known as and located at Unit 6, 365 Eddy street Condominiums, 365 Eddy Street Providence Rhode Island as More
Particularly Described on Exhibit B 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:

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

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

☐ 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:

58229165

Loan Servicing 725 - 0725

nld

EXHIBIT A

**UNIFORM COMMERCIAL CODE
CONTINUATION OF FINANCING STATEMENT**

DEBTOR: **365 EDDY STREET PENTHOUSE, LLC**
 365 Eddy Street, Unit 6
 Providence, Rhode Island 02903

SECURED PARTY: **BANK RHODE ISLAND**
 One Turks Head Place
 Providence, Rhode Island 02903

The UCC-1 Financing Statement to which this **Exhibit A** is attached covers:

1. Personal Property - all fixtures, machinery, equipment, and other personal property of every kind, now or hereafter located in or upon or affixed to those certain lots or parcels of real estate, located in **PROVIDENCE, RHODE ISLAND**, commonly known as and numbered **UNIT 6, 365 EDDY STREET CONDOMINIUMS, 365 EDDY STREET**, more particularly described in **Exhibit B** attached hereto (hereinafter called the "Premises") or any and all building and/or improvements (collectively, the "Improvements") now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (ii) gas, water and electrical equipment; (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors; (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings; (v) any and all franchises, licenses and permits, whether issued by national, state and/or local governmental body, department, agency or subdivision having jurisdiction over Debtor, any guarantor of Debtor or the Premises and Improvements, or any part thereof, or any use, operation or occupancy thereof, related to the use, operation or occupancy of the Premises and Improvements or any part thereof; (vi) any and all records and books of account now or hereafter maintained by debtor in connection with the operation of the Premises, Improvements and personal property or any part thereof; and (vii) all of Debtor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Mortgagor in connection therewith.

2. All renewals, replacements of, additions to, substitution for and proceeds of any and all of the foregoing.

3. All condemnation awards and policies of insurance maintained with respect to said real and personal property and all proceeds thereof.

4. All of the right, title and interest of Debtor, in and to all leases, subleases, occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, whether written or oral for any purpose, now or hereafter existing with respect to any portion or portions of the Premises and/or Improvements, together with any amendments, renewals or extensions thereof and all leases, subleases and tenancies or other agreements in substitution therefor (all of which are hereinafter collectively sometimes referred to as the "Leases").

5. Any and all rents and other payments of every kind due or payable and to become due or payable to Debtor by virtue of the Leases, or otherwise due or payable and to become due or payable to Debtor as a result of any use, possession or occupancy of any portion or portions of the Premises and/or Improvements.

To the extent any of the personal property described herein is or is to be affixed to real estate, said personal property described herein is or is to be affixed to real estate, said personal property is or is to be affixed to real estate owned by Debtor, which real estate is more particularly described in Exhibit B attached hereto.

EXHIBIT B

The land referred to in this Commitment is described as follows:

PARCEL I

An absolute and indefeasible fee simple title in and to that parcel of real property, a separate freehold, located in the City and County of Providence, State of Rhode Island, being Unit No. 6, being more particularly delineated in the Plats and Plans of Survey by Louis Federici, registered Land Surveyor, Louis Federici & Associates, recorded as part of DECLARATION OF CONDOMINIUM, 365 EDDY STREET CONDOMINIUMS recorded in the Office of the Recorder of Deeds of the City of Providence on December 29, 1986 at 1:10 PM (said Declaration and all exhibits and Schedules attached thereto are hereinafter referred to collectively as the "Condominium Plan"), said Unit being more particularly identified and described in the Condominium Plan, to which reference is hereby made for a more complete description.

PARCEL TWO

An absolute and indefeasible fee simple interest in and to an undivided fourteen and 40/100 (14.40%) percent interest in and to that certain parcel of land, with all buildings and improvements thereon, the same being defined as the Common Elements in the Condominium Plan.

There conveyed herewith the following:

- (a) All personal property currently located in the unit hereby conveyed, designed for the use and enjoyment of the occupant thereof.
- (b) Easements in common with the owners of the other units on PARCEL TWO above, but not limited to such owners, for ingress, egress, use, repair, maintenance and replacement in and over all elements of the Common Elements upon PARCEL TWO above and upon the Property, all as more particularly designated and identified in the Condominium Plan, to which reference is hereby made for a more complete description.
- (c) All rights, powers and privileges incurring to the benefit of all owners of units on PARCEL TWO above as provided in the Condominium Plan.

4. This conveyance is made subject to the following:

- (a) All terms and provisions, conditions, obligations and easements binding upon the owners of undivided interests in the land and improvements described above in PARCEL TWO, as particularly set forth in the Condominium Plan for the purposes of carrying out the purposes of the Condominium Plan.
- (b) All of the provisions of the Condominium Plan including the Declaration of Condominium and all Exhibits attached thereto, and the Plats and Plans appended thereto recorded as aforesaid in the Office of the Recorder of Deeds in the City of Providence, State of Rhode Island, as the same may be amended from time to time and recorded with said recorder of Deeds, which provisions, together with any amendments thereto shall constitute covenants running with the land and shall bind any person, corporation or other entity having, at any time, any interest or estate in the Unit hereby conveyed, as though such provisions were recited and stipulated at length herein.

Meaning and intending to describe the same premises conveyed by Warranty Deed dated December 19, 2000 and recorded December 19, 2000 at 12:37 PM in Book 4541 at Page 258.