

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michelle MacKnight</b>
B. E-MAIL CONTACT AT FILER (optional) <b>eavila@rcfp.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Edward G. Avila, Esquire</b>  <b>Roberts, Carroll, Feldstein &amp; Peirce</b>  <b>10 Weybosset Street, Suite 800</b>  <b>Providence, Rhode Island 02903</b> </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 <b>ATWOOD MEDICAL HEALTH SERVICES, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1524 Atwood Avenue, Suite 122</b>		CITY <b>Johnston</b>	STATE <b>RI</b>	POSTAL CODE <b>02919</b>
			COUNTRY <b>USA</b>	

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 <b>TD Bank, N.A.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>180 Westminster Street</b>		CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02903</b>
			COUNTRY <b>USA</b>	

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

See Exhibit A attached hereto and incorporated herein by reference.

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: <b>File No. 5080-26</b>	

**EXHIBIT A**

**DESCRIPTION OF COLLATERAL**

This financing statement covers that following property, rights, interests and estates now owned, or hereafter acquired by the Debtor (collectively, the “**Collateral**”):

(a) Land. The real property described in Exhibit B attached hereto and made a part hereof (the “**Land**”);

(b) Improvements. All structures, buildings, additions, extensions, modifications, and all other improvements of any kind whatsoever and replacements of any of the foregoing now or hereafter erected or located at or upon the Land (collectively, the “**Improvements**”);

(c) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and/or the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interest, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of the Debtor of, in and to the Land and/or the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) Equipment. All “**equipment**,” as such term is defined in Article 9 of the Uniform Commercial Code in the state in which the Land is located (as amended from time to time, the “**Uniform Commercial Code**”), now owned or hereafter acquired by the Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishing, and electronic data-processing and other office equipment now owned or hereafter acquired by the Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “**Equipment**”). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that the Debtor shall have any rights or interest therein;

(e) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by the Debtor which is so related to the Land and/or Improvements forming part of the Collateral that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction alteration or repair of or

installation on the Collateral, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of the Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "**Fixtures**" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that the Debtor shall have any right or interest therein;

(f) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, contract rights, accounts (including, without limitation, all bank accounts maintained by or on behalf of the Debtor and any accounts established pursuant to the Security Instrument (as hereafter defined)), accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by the Debtor, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of the Debtor in and to any of the Personal Property which may be subject to any security interest, as defined in the Uniform Commercial Code, superior to the lien of the Security Instrument and all proceeds and products of the foregoing;

(g) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (collectively, the "**Leases**") and all right, title and interest of the Debtor, its successors and assigns therein and thereunder, including, without limitation, cash. Letter of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases;

(h) Condemnation Awards. All awards or payments, including interest thereon, which may theretofore and hereafter be made with respect to the Collateral, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Collateral;

(i) Insurance Proceeds. All proceeds in respect of the Collateral under any insurance policies covering the Collateral, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Collateral as a result of tax certiorari or any applications or proceedings for reduction or otherwise, subject, however, to the right and license of the Debtor to receive the same prior to an Event of Default under the Security Instrument;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications, warranties, guarantees and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and/or Improvements or any part thereof, or relating to any of the Equipment, Fixtures and Personal Property, and all right, title and interest of the Debtor therein and thereunder, including, without limitation, the right, upon the happening of an Event of Default under the Security Instrument, to receive and collect any sums payable to the Debtor thereunder;

(l) Intangibles. All “**general intangibles**” (as such quoted term is defined in the Uniform Commercial Code) in any way relating to the Land and/or Improvements, or any part thereof, and that Debtor owns, including, without limitation, all trade names, trademarks, servicemarks, logos, copyrights, goodwill and books and records relating to the business operated or to be operated on the Land and/or Improvements or any part thereof, together with all unearned premiums, accrued, accruing or to accrue under all insurance policies now or hereafter obtained by Debtor insuring the Collateral and all rights and interest of the Debtor thereunder.

(m) Rights. The right, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of the Secured Party in the Collateral; and

(n) Proceeds. All proceeds of any of the foregoing converted into cash, property, claims or otherwise.

This UCC-1 Financing Statement is filed in connection with that certain Mortgage and Security Agreement (the “**Security Instrument**”) securing the principal sum of \$3,150,000 given by Debtor to Secured Party covering the estate of Debtor in the Land and the Improvement.

## **Exhibit B**

### **Legal Description**

The following premises in Atwood Medical Condominium, situated in the City/Town of Johnston, County of Providence, State of Rhode Island, created Declaration of Condominium, November 7, 1988 and recorded on November 7, 1988 at 3:54 p.m. in the Records of Land Evidence in the City/Town of Johnston, as said Declaration may be amended of record, designated as Units LLA, LL1A, LL2, LLB, LL6, 120, 125, 130, 133, 210, 213, 214, 215, 222, 223, 224, 225, 226, 243, 244, 320, 322, 324, 330, 331, 335, 336, 340, 343, 344, 345, 430, 433, 434, 435, 437, 438, 440 and 443, together with all buildings and improvements thereon.

Together with the undivided appurtenant percentage interest in the Common Elements of said Condominium appurtenant to said Unit and Together with the right and easements appurtenant to said Unit as set forth in the Declaration.

#### **FOR REFERENCE ONLY:**

1524 Atwood Avenue  
Johnston, RI

APLAT: 53    LOT: 179

UNITS: LLA, LL1A, LL2, LLB, LL6, 120, 125, 130, 133, 210, 213, 214, 215, 222, 223, 224, 225, 226, 243, 244, 320, 322, 324, 330, 331, 335, 336, 340, 343, 344, 345, 430, 433, 434, 435, 437, 438, 440 and 443