

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) 17595 - CASSIN & Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 61824610 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 AISLE FIVE REALTY LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 46 Laurel Hill Road		CITY East Greenwich	STATE RI	POSTAL CODE 02818 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 UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1285 Avenue of the Americas		CITY New York	STATE NY	POSTAL CODE 10019 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule A to UCC attached hereto and made a part hereof.

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: 61824610 1996-474	
Cosolito, Christopher	

Prepared by Lien Solutions, P.O. Box 29071,
Glendale, CA 91209-9071 Tel (800) 331-3282

EXHIBIT A

Legal Description

Parcel One

That certain tract or parcel of land situated in the Town of Tiverton, County of Newport and in the State of Rhode Island, bounded and described as follows:

Beginning at a point in the east line of Main Road, at the northwest corner of land now or formerly of William F. Broska et ux, and marked "Shopping Center" on the Plan hereinafter mentioned, and being the southwest corner of the land herein described; thence running easterly in line of said Broska land, one hundred fifty (150) feet to a corner; thence running southerly in line of said Broska land, about eighty-five (85) feet to a point in a line parallel to the southerly line of Briarwood Avenue and two hundred (200) feet southerly therefrom, the last two courses bounding on said Broska land; thence running easterly along said parallel line bounding southerly by land now or formerly of Homestead Acres, Inc. and described as Parcel Three herein two hundred and seventy (270) feet to a corner; thence turning an interior angle 90° and running northerly bounding easterly by land of now or formerly of Homestead Acres, Inc. and described as Parcel Two herein two hundred (200) feet to said southerly line of Briarwood Avenue; thence turning at an interior angle of 90° and running westerly bounding northerly on Briarwood Avenue, about three hundred seventy (370) feet to a point of curve; thence running westerly, southwesterly and southerly forty-seven and 12/100 (47.12) feet more or less, along the arc of a curve having a radius of thirty (30) feet forming the southerly corner of said Briarwood Avenue and Main Road as shown on said Plan; thence southerly along said east line of Main Road, ninety-one (91) feet more or less to the point of beginning, the last two courses bounding on Briarwood Avenue and Main Road.

Being a part of the premises shown as Comm & Res. on that certain plan entitled "Homestead Acres, Inc., Tiverton, R.I. plan of subdivision for Homestead Acres, Inc..... surveyed and drawn by W. VANCALA, May 24, 1963 revised October 19, 1963" on file with the records of Land Evidence in the Town Clerk's Office of Tiverton, Rhode Island, Book 10, Page 77.

Parcel Two

That certain tract or parcel of land situated in the Town of Tiverton, County of Newport and in the State of Rhode Island, bounded and described as follows:

BEGINNING at a point on the southerly side of Briarwood Avenue at the northeast corner of land now or formerly of Grand Central Market, Inc. and described as Parcel One herein, and being the northwest corner of the land described herein; thence running in an easterly direction twenty-five (25) feet for a corner; thence turning at an angle running in a southwesterly direction two hundred and six (206) feet to the southeast corner of land now or formerly of Grand Central Market, Inc. and described as Parcel One herein; thence turning and running in a northerly direction bordering on land now or formerly of Grand Central Market, Inc. and described as Parcel One herein, two hundred (200) feet to the point of beginning.

Being a part of the premises shown as Comm & Res. on that certain plan entitled "Homestead Acres, Inc....., Tiverton, R.I. plan of subdivision for Homestead Acres, Inc. surveyed and drawn by W. VANCALA, May 24, 1963 revised October 19, 1963" on file with the records of Land Evidence in the Town Clerk's Office of Tiverton, Rhode Island, Book 10, Page 77.

Parcel Three

That certain tract or parcel of land situated in the Town of Tiverton, County of Newport and in the State of Rhode Island, bounded and described as follows:

BEGINNING at a point in the south line of Briarwood Avenue at the northeast corner of land now or formerly of Grand Central Market, Inc., which land was conveyed to said Grand Central Market, Inc. by deed of Homestead Acres, Inc. dated December 30, 1965 and recorded in Town of Tiverton Land Evidence Records in Book 93, Page 767 which land is described as Parcel Two herein; thence running in an easterly direction in said south line of Briarwood Avenue, twenty-eight (28) feet for a corner; thence turning at a right angle and running in a southerly direction, three hundred five (305) feet to the south line of land now or formerly of Homestead Acres, Inc., which south line is shown on the plan hereinafter mentioned; thence turning and running westerly in said south line, three hundred sixty (360) feet to the southeast corner of the lot shown on said plan and designated "Shopping Center", which land is described as Parcel Four herein; thence turning and running northeasterly in the east line of said lot designated as "Shopping Center" on said plan, one hundred five (105) feet to land now or formerly of Grand Central Market, Inc. and described as Parcel One herein; thence turning and running easterly by the south line of land now or formerly of Grand Central Market, Inc. two hundred seventy (270) feet; thence turning at an angle and running in a northeasterly direction, two hundred six (206) feet more or less to said south line of Briarwood Avenue and the point of beginning.

Being a part of the premises shown as Comm & Res. on that certain plan entitled "Homestead Acres, Inc....., Tiverton, R.I. - plan of subdivision for Homestead Acres, Inc. surveyed and drawn by W. VANCALA, May 24, 1963 revised October 19, 1963" on file with the records of Land Evidence in the Town Clerk's Office of Tiverton, Rhode Island, Book 10, Page 77.

Parcel Four

That certain tract or parcel of land situate on the easterly side of Main Road in the Town of Tiverton, County of Newport and in the State of Rhode Island, bounded and described as follows:

BEGINNING at a point in said easterly line of Main Road, said point being the southwesterly corner of the tract to be described and the northwesterly corner of land now or formerly of Levi and Jane Ibbotson; from thence running northerly along Main Road one hundred ninety (190) feet for a corner; thence running easterly bounded northerly by other land now or formerly of Homestead Acres, Inc. and described herein as Parcel One, one hundred and fifty (150) feet for a corner; thence running southerly bounded easterly by other land of Homestead Acres, Inc. described herein as Parcel One and Parcel Three, one hundred ninety (190) feet to a stone wall and land of said Ibbotson; thence running westerly along said wall and land of Ibbotson, one hundred and fifty (150) feet to Main Road and the point of beginning.

Being the premises shown as "Shopping Center" on that certain plan entitled "Homestead Acres, Inc....., Tiverton, R.I. plan of subdivision for Homestead Acres, Inc. surveyed and drawn by W. VANCALA, May 24, 1963 revised October 19, 1963" on file with the records of Land Evidence in the Town Clerk's Office of Tiverton, Rhode Island, Book 10, Page 77.

However otherwise bounded and described meaning and intending to describe the same premises shown on a survey made by Vanasse Hangen Brustlin, Inc. dated April 8, 2009 and described therein as:

That parcel of land situated in the Town of Tiverton, Newport County, State of Rhode Island and Providence Plantations bounded and described as follows:

Beginning at a rebar set in the easterly line of Main Road. Said Point also being the southwesterly corner of the herein described parcel.

Thence: Northeasterly in the Easterly line of Main Road, N 27° 39' 03" E a distance of two hundred ninety and 63/100 feet (290.63') to a rebar set at a point of curvature.

Thence: In the southerly line of Briarwood Avenue along the arc of a curve to the right, having a length of 39.86 feet; a radius of 30.00 feet, a delta angle of 76° 07' 20"; and a chord of 36.99 feet bearing N 65° 42' 43" E to a point of tangency.

Thence: Southeasterly in the southerly line of Briarwood Avenue, S 76° 13' 37" E a distance of four hundred fourteen and 00/100 feet (414.00') to a rebar set.

Thence: Southwesterly bounded easterly by land now or formerly of Jennifer I. Hug, and by land now or formerly of Susan Conner, S 13° 34' 52" W a distance of three hundred five and 82/100 feet (305.82') to a point.

Thence: Northwesterly bounded southerly by land now or formerly of Richard E. Jackson, Nancy J. Garvey and Judith E. Jackson, land now or formerly of Raymond Rutter and Lois M. Rutter and land now or formerly of Clifford J. Whalen and Christine A. Whalen, N 76° 25' 08" W a distance of one hundred eighty three and 80/100 (183.80') to a point.

Thence: Northwesterly bounded southerly by land now or formerly of Maria Alves, John R. Jackson, Jr. and Linda Gail Jackson, land now or formerly of Jeffery A. Wiatrowski and Natalie L. Wiatrowski and land now or formerly of Warren J. Berg and Virginia J. Berg, N 75° 58' 08" W a distance of three hundred thirty and 06/100 feet (330.06') to the point of beginning.

SCHEDULE A

All of Debtor's right, title and interest in and to the following:

1. The real property described in **Exhibit A** attached hereto and made a part hereof (the "Land"); and
2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land or for any other use and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as hereinafter defined) regardless of ownership thereof (the "Additional Land"); and
3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land or the Additional Land (collectively, the "Improvements"); and
4. 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, the Additional Land and 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, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land or the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; and
5. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or the Additional Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by 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"). Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein; and
6. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land or the Additional Land and Improvements forming part of the Property 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 Property, 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 or the Additional 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 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"). Fixtures shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein; and

7. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, 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 Debtor and which are located within or about the Land and the Improvements, 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 Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above; and
8. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, fees payable under the Leases (including, without limitation, any fees or other amounts payable in connection with termination or cancellation of any Lease with respect to all or a portion of the space demised thereunder), issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; and

9. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (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 Property; and
10. All proceeds of and any unearned premiums on any insurance policies covering the Property, 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 Property; and
11. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction; and
12. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property; and
13. All agreements, contracts, certificates, instruments, letters of credit, franchises, permits, licenses, plans, specifications 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 any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder; and
14. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and
15. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and
16. Any and all other rights of Debtor in and to the items set forth in Sections (1) through (15) above.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage, Assignment of Leases And Rents, Fixture Filing and Security Agreement dated as of November 28, 2017, from Debtor, as mortgagor, for the benefit of UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York, as mortgagee (the "Security Instrument").