

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> <b>Patti Cokely 508-828-5343</b>
<b>B E-MAIL CONTACT AT FILER (optional)</b> <b>Patti.Cokely@BCSBmail.com</b>
<b>C SEND ACKNOWLEDGMENT TO (Name and Address)</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Bristol County Savings Bank</b>  <b>29 Broadway</b>  <b>Taunton, MA 02780</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)

<b>1a ORGANIZATION'S NAME</b> <b>Havahi Real Estate, LLC</b>				
<b>OR</b>	<b>1b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>
<b>1c MAILING ADDRESS</b> <b>645 Putnam Pike</b>		<b>CITY</b> <b>Greenville</b>	<b>STATE</b> <b>RI</b>	<b>POSTAL CODE</b> <b>02828</b>
			<b>COUNTRY</b> <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)

<b>2a ORGANIZATION'S NAME</b>				
<b>OR</b>	<b>2b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>
<b>2c MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
				<b>COUNTRY</b>

**3 SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY)** Provide only one Secured Party name (3a or 3b)

<b>3a ORGANIZATION'S NAME</b> <b>Bristol County Savings Bank</b>				
<b>OR</b>	<b>3b INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>
<b>3c MAILING ADDRESS</b> <b>29 Broadway</b>		<b>CITY</b> <b>Taunton</b>	<b>STATE</b> <b>MA</b>	<b>POSTAL CODE</b> <b>02780</b>
			<b>COUNTRY</b> <b>USA</b>	

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

See Exhibit A attached hereto and incorporated herein by reference.

<b>5</b> 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	
<b>6a</b> 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	
<b>6b</b> Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
<b>7 ALTERNATIVE DESIGNATION (if applicable)</b> <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensee or	
<b>8 OPTIONAL FILER REFERENCE DATA:</b>	

EXHIBIT A

**Debtor:** HAVAHI Real Estate, LLC  
645 Putnam Pike  
Greenville, Rhode Island 02828

**Secured Party:** Bristol County Savings Bank  
35 Broadway  
Taunton, Massachusetts 02780

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

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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.

### **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, and all cash or non-cash Proceeds.

**"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 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 37 Thurber Boulevard, Smithfield, 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.

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EXHIBIT B

That certain tract of land with all buildings and improvements thereon, situated on the northerly side of Thurber Boulevard in the Town of Smithfield, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northerly side of Thurber Boulevard and at the southeasterly corner of the tract hereby conveyed and at the southwesterly corner of land conveyed by 295 Office & Industrial Park to Henry Gonsalves Co., Inc., by deed dated March 29, 1985, and recorded in the Records of Land Evidence in said Town of Smithfield in Book 80 Page 514; thence northerly bounding easterly on said Gonsalves Co., Inc., land 512.00 feet to an angle; thence turning an exterior angle of 149 30' 00" and running northeasterly bounding southeasterly on said Gonsalves Co., Inc., land 112.00 feet to an angle; thence turning an exterior angle of 120 43' 42" and running easterly, bounding southerly on said Gonsalves Co., Inc., land 472.52 feet to land now or lately of Smithfield Realty Corporation; thence turning an interior angle of 90 26' 44", bounding easterly on said Smithfield Realty Corp., land 67.80 feet to a drill hole; thence turning an interior angle of 179 23' 30" and running northerly 172.18' to an angle; thence turning an interior angle of 243 33' 50" and running northeasterly 7.50 feet to an angle; thence turning an interior angle of 116 45' 00" and running northerly 479.07 feet to a stake; the last four courses bounding on land now or lately of Mary Marciano et al; thence turning an interior angle of 46 53' 20" and running southwesterly, 194.60 feet to an angle; thence turning an interior angle of 185 02' 14" and running southwesterly, 148.90 feet to an angle; thence turning an interior angle of 185 57' 04" and running southwesterly 136.91 feet to an angle; thence turning an interior angle of 207 33' 05" and running westerly 51.78 feet to an angle; thence turning an interior angle of 129 22' 04" and running westerly 154.97 feet to an angle; thence turning an interior angle of 152 38' 30" and running southwesterly 221.25 feet to a drill hole; the last six courses bounding on the Hanton City Trail; thence turning an interior angle of 107 58' 37" and running southerly 131.05 feet to a drill hole; thence turning an interior angle of 179 59' 30" and running southerly 106.49 feet to a drill hole; thence turning an interior angle of 239 55' 16" and running southwesterly 319.03 feet to a drill hole; the last 3 courses bounding on land now or lately of G.D.C. Realty, Inc.; thence turning an interior angle of 107 08' 29" and running southerly 192.38 feet to a stake in the ground bounding westerly on land of Lenora K. O'Connell; thence turning an interior angle of 181 25' 51" and running southerly 223.55 feet to a stake situated in the ground; thence turning an interior angle of 179 34' 19", and running southerly 178.75 feet to the northerly side of Thurber Boulevard; the last two courses bounding on land now or lately of June Madison; thence running easterly bounding southerly on and curving with said Thurber Boulevard to the point of beginning; the last described course forming an interior angle of 90 00' 00" with the first described line.