

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 69152746 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 FERMAR ASSOCIATES				
OR 1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 588 Smithfield Avenue		CITY Pawtucket	STATE RI	POSTAL CODE 02860 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 FANNIE MAE				
OR 3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS c/o M&T Realty Capital Corporation, One Light Street, 12th Floor		CITY Baltimore	STATE MD	POSTAL CODE 21202 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule A to UCC attached hereto and 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/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 69152746 1259-131 Disenza, Michael	

UCC FINANCING STATEMENT ADDITIONAL PARTY**FOLLOW INSTRUCTIONS**

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME

FERMAR ASSOCIATES

OR

18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR

19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

M&T REALTY CAPITAL CORPORATION

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

One Light Street, 12th Floor

Baltimore

MD

21202

USA

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS: 69152746-R1-0 17595 - CASSIN & CASSIN LLP

M&T REALTY CAPITAL

File with Secretary of State, RI

1259-131 DiCenzo, Michael

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: **FERMAR ASSOCIATES, A
RHODE ISLAND LIMITED PARTNERSHIP**

588 SMITHFIELD AVENUE
PAWTUCKET, RHODE ISLAND 02860

SECURED PARTY: **M&T REALTY CAPITAL CORPORATION, A
MARYLAND CORPORATION**

ONE LIGHT STREET, 12TH FLOOR
BALTIMORE, MARYLAND 21202

This financing statement covers the following types (or items) of property (the “Collateral Property”):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “Property”), including any future replacements, facilities, and additions and other construction on the Property (the “Improvements”);

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership,

management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

5. Other Rights.

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

6. Insurance Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a “**Condemnation Action**”). (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "**Rents**");

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Borrower)**

[DESCRIPTION OF THE PROPERTY]

PARCEL ONE:

THAT CERTAIN PARCEL OR TRACT OF LAND WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATED ON THE SOUTHERLY SIDE OF MINERAL SPRING AVENUE AND THE NORTHERLY SIDE OF LAWN AVENUE, IN THE CITY OF PAWTUCKET, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF LAWN AVENUE, AT THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ONE HUNDRED THIRTY (130.00) FEET WESTERLY FROM THE WESTERLY LINE OF HUMBOLDT AVENUE EXTENDED, AS MEASURED ALONG THE NORTHERLY SIDE OF SAID LAWN AVENUE;

THENCE RUNNING NORTHERLY, A DISTANCE OF ONE HUNDRED SEVENTY-SIX AND 50/100 (176.50) FEET TO A CORNER AND SAID MINERAL SPRING AVENUE;

THENCE TURNING AN INTERIOR ANGLE OF 90°-00'-00" AND RUNNING EASTERLY, BOUNDED NORTHERLY BY MINERAL SPRING AVENUE, A DISTANCE OF FOUR HUNDRED FORTY-SIX AND 00/100 (446.00) FEET TO A CORNER;

THENCE TURNING AN INTERIOR ANGLE OF 90°-00'-00" AND RUNNING SOUTHERLY, A DISTANCE OF ONE HUNDRED SEVENTY-SIX AND 50/100 (176.50) FEET TO SAID LAWN AVENUE;

THENCE TURNING AN INTERIOR ANGLE OF 90°-00'-00" AND RUNNING WESTERLY, BOUNDED SOUTHERLY BY SAID LAWN AVENUE, A DISTANCE OF FOUR HUNDRED FORTY-SIX AND 00/100 (446.00) FEET TO THE POINT OF BEGINNING WHERE IT FORMS AN INTERIOR ANGLE OF 90°-00'-00" WITH THE FIRST ABOVE DESCRIBED COURSE.

THE ABOVE DESCRIBED PARCEL IS CONVEYED SUBJECT TO A 24 FOOT WIDE UTILITY EASEMENT OF RECORD, IN AN AREA WHICH HAD BEEN PART OF HUMBOLDT AVENUE PRIOR TO ITS ABANDONMENT AS A PUBLIC HIGHWAY BY THE CITY COUNCIL OF SAID CITY OF PAWTUCKET, WHICH EASEMENT IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF MINERAL SPRING AVENUE, 480.00 FEET EASTERLY AS MEASURED ALONG THE SAID SOUTHERLY LINE OF MINERAL SPRING AVENUE FROM THE INTERSECTION OF THE SAID SOUTHERLY LINE OF MINERAL SPRING AVENUE EXTENDED, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE RUNNING EASTERLY, BOUNDED NORTHERLY BY SAID MINERAL SPRING AVENUE, A DISTANCE OF TWENTY-FOUR AND 00/100 (24.00) FEET TO A CORNER;

THENCE TURNING AN INTERIOR ANGLE OF 90° AND RUNNING SOUTHERLY, A DISTANCE OF ONE HUNDRED SEVENTY-SIX AND 50/100 (176.50) FEET TO A CORNER AND A NEW NORTHERLY LINE OF LAWN AVENUE;

THENCE TURNING AN INTERIOR ANGLE OF 90° AND RUNNING WESTERLY ALONG THE SAID NEW NORTHERLY LINE OF LAWN AVENUE, A DISTANCE OF TWENTY-FOUR AND 00/100 (24.00) FEET TO A CORNER;

THENCE TURNING AN INTERIOR ANGLE OF 90° AND RUNNING NORTHERLY, A DISTANCE OF ONE HUNDRED SEVENTY-SIX AND 50/100 (176.50) FEET TO THE POINT OF BEGINNING WHERE IT FORMS AN INTERIOR ANGLE OF 90° WITH THE FIRST ABOVE DESCRIBED COURSE.

PARCEL TWO:

THAT CERTAIN PARCEL OR TRACT OF LAND WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATED ON THE WESTERLY SIDE OF TAFT STREET AND THE NORTHERLY SIDE OF SPENCER STREET, IN THE CITY OF PAWTUCKET, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY STREET LINE OF TAFT STREET AND THE NORTHERLY STREET LINE OF SPENCER STREET, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY HEREIN DESCRIBED;

THENCE RUNNING N. 79°-02'-10" W. ALONG THE NORTHERLY STREET LINE OF SPENCER STREET FOR A DISTANCE OF 57.00 FEET TO A CORNER AND PROPERTY NOW OR FORMERLY BELONGING TO JAMES AND DORIS V. PAQUETTE;

THENCE RUNNING N. 11°-01'-35" E., BOUNDING WESTERLY BY SAID PAQUETTE PROPERTY FOR A DISTANCE OF 100.53 FEET TO A CORNER;

THENCE RUNNING N. 79°-07'-45" W., BOUNDING SOUTHERLY IN PART BY SAID PAQUETTE PROPERTY, IN PART BY PROPERTY NOW OR FORMERLY BELONGING TO JOAO A. AND ROXANNE T. DOS REIS, AND IN PART BY PROPERTY NOW OR FORMERLY BELONGING TO JAMES S. AND KATHLEEN R. SMITH FOR A DISTANCE OF 116.29 FEET TO A CORNER AND PROPERTY NOW OR FORMERLY BELONGING TO PETER M. AND POWELL DEBOR ALMEIDA;

THENCE RUNNING N. 11°-08'-03" E., BOUNDING WESTERLY BY SAID ALMEIDA PROPERTY FOR A DISTANCE OF 116.84 FEET TO A CORNER;

THENCE RUNNING N. 79°13'-20" W., BOUNDING SOUTHERLY BY SAID ALMEIDA PROPERTY FOR A DISTANCE OF 70.44 FEET TO A CORNER IN THE EASTERLY STREET LINE OF PLEASANT STREET;

THENCE RUNNING N. 11°-06'-00" E., ALONG THE EASTERLY STREET LINE OF PLEASANT STREET FOR A DISTANCE OF 122.17 FEET TO A POINT OF CURVATURE;

THENCE RUNNING NORTHERLY ALONG THE EASTERLY STREET LINE OF PLEASANT STREET CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 749.14 FEET, A CENTRAL ANGLE OF 09°-09'-30", FOR AN ARC DISTANCE OF 119.74 TO A POINT OF TANGENCY;

THENCE RUNNING N. 20°-15'-30" E., ALONG THE EASTERLY STREET LINE OF PLEASANT STREET FOR A DISTANCE OF 185.96 FEET TO A POINT OF CURVATURE;

THENCE RUNNING NORTHEASTERLY ALONG THE SOUTHEASTERLY STREET LINE OF PLEASANT STREET CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 77°-12'-15", FOR AN ARC DISTANCE OF 63.33 TO A POINT OF TANGENCY IN THE SOUTHERLY LINE OF DIVISION STREET;

THENCE RUNNING S. 82°-32'-15" E., ALONG THE SOUTHERLY STREET LINE OF DIVISION STREET FOR A DISTANCE OF 121.02 FEET TO A CORNER IN THE WESTELRY STREET LINE OF TAFT STREET;

THENCE RUNNING S. 01°-55'-35" W., ALONG THE WESTERLY STREET LINE OF TAFT STREET,
FOR A DISTANCE OF 188.49 FEET TO A POINT OF CURVATURE;

THENCE RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF TAFT STREET
CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 780.00 FEET, A
CENTRAL ANGLE OF 09°-08'-00", FOR AN ARC DISTANCE OF 123.88 FEET TO A POINT OF
TANGENCY;

THENCE RUNNING S. 11°-01'-35" W., ALONG THE WESTERLY STREET LINE OF TAFT STREET,
FOR A DISTANCE OF 379.04 FEET TO THE POINT AND PLACE OF BEGINNING.