UCC-1 Form

FILER INFORMATION

Full name: **COLLEEN MAHONEY**

Email Contact at Filer: **CMAHONEY@PIERCEATWOOD.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **PIERCE ATWOOD LLP**

Mailing Address: **100 SUMMER STREET 22ND FLOOR**

City, State Zip Country: **BOSTON, MA 02110 USA**

DEBTOR INFORMATION

Org. Name: **CHOICE REALTY, LLC**

Mailing Address: **125 ERNEST ST**

City, State Zip Country: **PROVIDENCE, RI 02874 USA**

SECURED PARTY INFORMATION

Org. Name: **BANK OF AMERICA, N.A.**

Mailing Address: **ONE INDEPENDANCE CENTER, 101 N. TYRON ST.**

City, State Zip Country: **CHARLOTTE, NC 28255 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 3112-7789

COLLATERAL

THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE COLLATERAL DESCRIBED ON EXHIBIT A ATTACHED HERETO AND LOCATED AT OR USED IN CONNECTION WITH THE REAL PROPERTY KNOWN AS 125 ERNEST STREET, PROVIDENCE, RHODE ISLAND, ALL AS MORE FULLY DESCRIBED ON EXHIBIT B ATTACHED HERETO.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Matthew Pappas (617-488-8131)

B. E-MAIL CONTACT AT FILER (optional)
mpappas@pierceatwood.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

PIERCE ATWOOD, LLP
100 SUMMER STREET
SUITE 2250
BOSTON, MA 02110
Attn: Matthew Pappas, Esq.

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 **CHOICE REALTY, LLC**				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS **125 Ernest Street**	CITY **Providence**	STATE **RI**	POSTAL CODE **02874**	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 OF AMERICA, N.A.**				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS **One Independence Center, 101 N. Tyron St**	CITY **Charlotte**	STATE **NC**	POSTAL CODE **28255**	COUNTRY **USA**

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

The Debtors' right, title and interest in and to the Collateral described on **Exhibit A** attached hereto and located at or used in connection with the real property known as **125 Ernest Street, Providence, Rhode Island**, all as more fully 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:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
To be filed in Delaware

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor: CHOICE REALTY, LLC

Secured Party: BANK OF AMERICA, N.A.

DESCRIPTION OF COLLATERAL

As used herein, the term "**Collateral**" shall mean all and each of the following, whether singly or collectively, whether real property, personal property, or any combination thereof, whether now owned or now existing, or in which Debtor has an interest, or at any time in the future, acquired, arising, or to become due, or in which Debtor obtains an interest, and all proceeds, products, substitutions and accessions of or to any of the following:

(a) The real property known as and numbered **125 Ernest Street, Providence, Rhode Island**, as further described in Exhibit B hereto (the "**Land**");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also including all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "**Improvements**");

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

All capitalized terms used and not defined herein shall have the meaning given to them in that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated July 25, 2019, recorded, or to be recorded, with the City of Providence, Rhode Island Land Records on or about the date hereof (as the same may be amended, restated or modified from time to time, the "**Mortgage**").

EXHIBIT B TO UCC-1 FINANCING STATEMENT

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the northerly side of Ellenfield Street and the southerly side of Ernest Street, in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of Ernest Street at the northwesterly corner of the parcel herein conveyed, said point being the intersection of the southerly line of Ernest Street with the easterly line of the former location of Rollin Street (abandoned October 24, 1980) and at the northeasterly corner of land conveyed to Ronald C. D'Agostino and wife, Dolores E. D'Agostino by deed from Roto Realty Inc. dated December 3, 1980 and recorded in Deed Book 1224 at Page 1088; thence southerly bounding westerly on the last named land 291.50 feet to Ellenfield Street; thence easterly bounding southerly on Ellenfield Street 300 feet to land now or formerly of Robert M. O'Day; thence turning an interior angle 90° and running northerly bounding easterly on the last named land 198.74 feet to Ernest Street; thence westerly bounding northerly on Ernest Street 313 feet, more or less, to the point and place of beginning.