

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jim Kelly- 401-272-5800
B. E-MAIL CONTACT AT FILER (optional) jkelly@simmonsLtd.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Simmons Associates, Ltd. 56 Pine Street Providence, RI 02903 Attn: JVK</p> </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 370 Commerce Park Realty, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 370 Commerce Park Road		CITY North Kingstown	STATE RI	POSTAL CODE 02852
			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 Rhode Island				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903
			COUNTRY USA	

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

The Collateral consists of all assets of the Debtor, including, without limitation, all Personal Property of the Debtor now or hereafter related or located at the Real Estate known as 370 Commerce Park Road, North Kingstown, Rhode Island, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference, and including, but not limited to, the Collateral as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

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:
RI Secretary of State-Term Loan

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. 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

9a. ORGANIZATION'S NAME 370 Commerce Park Realty, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p> <p>Not Applicable</p>	<p>14. This FINANCING STATEMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate:</p> <p>Street Address:</p> <p>370 Commerce Park Road, North Kingstown, Rhode Island</p> <p>Legal Description:</p> <p>See Exhibit A, attached hereto and incorporated herein by reference</p>
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17. MISCELLANEOUS:

EXHIBIT A

LEGAL DESCRIPTION FOR:

370 Commerce Park Road, North Kingstown, Rhode Island

That certain lot or parcel of land located on a portion of the former Davisville Naval Construction Battalion Center, in the Town of North Kingstown, County of Washington, State of Rhode Island; said parcel being designated as 5.6± acres as depicted on a plan entitled "Quonset Business Park Administrative Subdivision for Custom Design, Inc. for A.P. 190 Lots 23 & 25, 5.6 ± acres Commerce Park Road, Davisville Road & Romano Vineyard Way Commerce Park District North Kingstown, Rhode Island" by Garofalo & Associates, Inc. Drawing No. 7219 Dated June 10, 2019.

Said parcel being further bounded and described as follows

Commencing at a granite bound on the northerly side of Commerce Park Road;

Thence proceeding south 49°11'00" west along the northerly line of said Commerce Park Road a distance of eleven and 15/100 (11.15') feet to the point and place of beginning of the herein described parcel;

Thence proceeding north 41°20'52" west a distance of four hundred three and 55/100 (403.55') feet to a point;

Thence proceeding north 51°16'55" west a distance of eighty four and 66/100 (84.66') feet to a point;

Thence proceeding north 41°18'27" west a distance of one hundred sixty two and 00/100 (162.00') feet to a point;

Thence proceeding north 63°10'39" west a distance of one hundred thirty six and 13/100 (136.13') feet to a point;

Thence proceeding north 51°32'31" west a distance of seventeen and 15/100 (17.15') feet to a point marked by a rebar with cap, the last five (5) courses are bounded westerly by land now or formerly of Custom Design Incorporated;

Thence proceeding south 48°42'26" west a distance of two hundred fifty two and 00/100 (252.00') feet to a point marked by a granite bound;

Thence proceeding south 41°17'53" east a distance of seven hundred eighty nine and 45/100 (789.45') feet to a point on the northerly line of said Commerce Park Road, marked by a granite bound, the last two (2) course are bounded northerly and westerly by land now or formerly of Rhode Island Commerce Corporation;

Thence proceeding north 49°11'00" east a distance of three hundred twenty and 85/100 (320.85') feet to the point and place of beginning;

Said parcel contains 244,360 square feet or 5.6 acres more or less.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

Debtor: **370 Commerce Park Realty, LLC**
 370 Commerce Park Road
 North Kingstown, RI 02852

Secured Party: **Bank Rhode Island**
 One Turks Head Place
 Providence, RI 02903

All the tangible and intangible personal property (including goods, equipment, machinery, tools and other personal property described herein) and fixtures of every kind and description now or hereafter owned by Debtor or in which Debtor has an interest (but only to the extent of such interest), situated or to be situated upon or used in connection with the real property described below (the "Premises") or in any of said buildings and improvements, and relating to the Premises and the Improvements (as defined in the (Open-End) Mortgage Deed, Security Agreement and Fixture Filing from Debtor in favor of the Secured Party (the "Mortgage")), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products of, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements thereon, including without limitation the following:

A. EQUIPMENT, ETC.: All of Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses, other rights, bank deposits and other accounts, cash, and general intangibles, whether now or hereafter existing, for use on or in 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 Mortgaged Property (as defined in the Mortgage) 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 set forth in the Mortgage.

C. LEASES AND RENTS: All of the Debtor's right, title and interest in and to any leases or other agreements for use of any of the Premises or Improvements and all rents, security deposits, and other proceeds, products, offspring or profits of such leases and other agreements, in each case whether now or hereafter existing, relating to the Premises or Improvements, as provided in a Collateral Assignment of Rents and Leases of even date herewith delivered by the Debtor to the Secured Party.

D. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits which 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.

E. RECORDS: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the Premises.

F. NAME AND GOODWILL: The right, in event of foreclosure under the Mortgage of the Mortgaged Property, to take and use any name by which the Mortgaged Property is then known or any variation of the words hereof, and the goodwill of Debtor with respect thereto.

The Premises is located in the Town of North Kingstown, Rhode Island, and has a street address of 370 Commerce Park Road.