

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Scott A. Ritch, Esq. 331-2222
B E-MAIL CONTACT AT FILER (optional)
C SEND ACKNOWLEDGMENT TO (Name and Address) Ursillo, Teitz & Ritch, Ltd. 2 Williams Street Providence, Rhode Island 02903

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 AJP REALTY, LLC				
OR				
1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS 20 Business Park Drive				
CITY Smithfield	STATE RI	POSTAL CODE 02917	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 or ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME FREEDOM NATIONAL BANK				
OR				
3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c MAILING ADDRESS 584 Putnam Pike, P.O. Box 275				
CITY Greenville	STATE RI	POSTAL CODE 02828	COUNTRY USA	

4 COLLATERAL This financing statement covers the following collateral:

See EXHIBIT A attached hereto and made a part hereof.

5 Check only if applicable and check only 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 only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmiling Utility	
6b Check only if applicable and check only 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 RI SOS	

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

AJP REALTY, LLC

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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)

13 ☒ This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS (if applicable)

14 This FINANCING STATEMENT

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15 Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16 Description of real estate

The real estate is commonly known as and numbered 20 BUSINESS PARK DRIVE, SMITHFIELD, RHODE ISLAND, as more particularly described on EXHIBIT B attached hereto.

17 MISCELLANEOUS

EXHIBIT A

**UNIFORM COMMERCIAL CODE
CONTINUATION OF FINANCING STATEMENT**

DEBTOR:

AJP REALTY, LLC
20 Business Park Drive
Smithfield, Rhode Island 02917

SECURED PARTY:

FREEDOM NATIONAL BANK
584 Putnam Pike
P.O. Box 275
Greenville, Rhode Island 02828

The UCC-1 Financing Statement to which this **Exhibit A** is attached covers:

1. Personal Property - any and all tangible and intangible personal property (including, without limitation, goods, equipment, fixtures, machinery, tools, materials, supplies, furnishings, accounts, accounts receivable, records, goodwill, contract rights, plans and specifications) and other personal property of every kind, now or hereafter located in or upon or affixed to those certain lot(s) or parcel(s) of land located in **SMITHFIELD, RHODE ISLAND**, commonly known as and numbered **20 BUSINESS PARK DRIVE**, as more particularly described in **Exhibit B** attached hereto (hereinafter called the "Premises") or any and all buildings and/or improvements (collectively, the "Improvements"), or any part thereof, or now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (ii) gas, water and electrical equipment; (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors; (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings; (v) monetary deposits which Debtor has been or will be required to give to any public or private utility company with respect to utility services furnished or to be furnished to the Premises or the Improvements, or any part thereof, (vi) any and all franchises, licenses, approvals and permits, whether issued by national, state and/or local governmental body, department, agency or subdivision having jurisdiction over Debtor, any guarantor of Debtor, or the Premises and/or the Improvements, or any part thereof, or any use, operation or occupancy thereof, related to the use, operation or occupancy of the Premises and/or Improvements, or any part thereof; (vii) any and all records and books of account now or hereafter maintained by debtor in connection with the operation of the Premises, Improvements and personal property, or any part thereof; and (vii) all of Debtor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Debtor in connection therewith.

2. Any and all renewals of, replacements, accessions or additions to, substitution for, and proceeds (including, without limitation, insurance and condemnation proceeds and awards, including interest thereon, paid for any damage done to all or any portion of the Premises, the Improvements or the personal property, or for any portion thereof appropriated for any character of public or quasi-public use) and products, of any and all of the foregoing.

3. All policies of insurance maintained with respect to the Premises, the Improvements and/or the personal property and all proceeds thereof.

4. All of the right, title and interest of Debtor, in and to all leases, subleases, occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, whether written or oral for any purpose, now or hereafter existing with respect to any portion or portions of the Premises and/or Improvements, together with any amendments, renewals or extensions thereof and all leases, subleases and tenancies or other agreements in substitution therefor.

5. Any and all rents and other payments of every kind due or payable and to become due or payable to Debtor by virtue of the Leases, or otherwise due or payable and to become due or payable to Debtor as a result of any use, possession or occupancy of any portion or portions of the Premises and/or Improvements.

To the extent any of the personal property described herein is or is to be affixed to real estate, said personal property is or is to be affixed to the Premises, owned by Debtor, which Premises are more particularly described in **Exhibit B** attached hereto.

EXHIBIT "B"

That certain tract or parcel of land with all buildings and improvements thereon situated on the southeasterly side of George Washington Highway (Route 116) in the Town of Smithfield, County of Providence, State of Rhode Island, is herein bounded and described;

Beginning at a point, said point being located one hundred and 00/100 (100.00) feet right of Sta. 292+78.52 as taken from State Highway Plat No. 361;

Thence proceeding south $40^{\circ} 15' 34''$ east a distance of three hundred seventy two and 96/100 (372.96) feet to granite bound, bounded westerly by land now or formerly of The Industrial Foundation of Rhode Island;

Thence proceeding north $49^{\circ} 44' 26''$ east a distance of twenty and 20/100 (20.20) feet to a granite bound;

Thence proceeding along the arc of said curve with a radius of four hundred and 00/100 (400.00) feet and a delta angle of $10^{\circ} 14' 47''$ an arc distance of seventy one and 53/100 (71.53) feet to the end of said curve, said point being marked by a granite bound;

Thence proceeding south $18^{\circ} 20' 36''$ east a distance of two hundred forty eight and 77/100 (248.77) feet to a point on curve, said point being marked by a granite bound;

Thence proceeding along the arc of said curve with a radius of four hundred fifty and 00/100 (450.00) feet and a delta angle of $53^{\circ} 35' 40''$ an arc distance of four hundred twenty and 93/100 (420.93) feet to the end of said curve, said point being marked by a granite bound;

Thence proceeding south $35^{\circ} 15' 04''$ west a distance of twenty two and 50/100 (22.50) feet to a point on curve, said point being marked by a granite bound;

Thence proceeding along the arc of said curve with a radius of five hundred twenty five and 00/100 (525.00) feet and a delta angle of $04^{\circ} 57' 54''$ an arc distance of forty five and 50/100 (45.50) feet to a granite bound;

Thence continuing along the arc of said curve with a radius of five hundred twenty five and 00/100 (525.00) feet and a delta angle of $10^{\circ} 53' 56''$ a distance of ninety nine and 87/100 (99.87) feet to the end of said curve, said point being marked by a granite bound;

Thence proceeding along the arc of said curve with a radius of one hundred fifty and 00/100 (150.00) feet and a delta angle of $107^{\circ} 02' 55''$ an arc distance of two hundred eighty and 25/100 (280.25) feet to a point on a reverse curve, said point being marked by a granite bound;

Thence proceeding along the arc of said curve with a radius of four hundred fifty and 00/100 (450.00) feet and a delta angle of $14^{\circ} 33' 00''$ an arc distance of one hundred fourteen and 28/100 (114.28) feet to a point on curve, said point being marked by a granite bound;

Thence proceeding north $39^{\circ} 00' 51''$ west a distance of one hundred seventy two and 42/100 (172.42) feet to a point on curve, said point being marked by a granite bound;

Thence proceeding along said curve with a radius of four hundred twenty five and 00/100 (425.00) feet and a delta angle of $02^{\circ} 41' 30''$ an arc distance of nineteen and 97/100 (19.97) feet to a point, said point being marked by a granite bound;

Thence proceeding along said curve with a radius of forty and 00/100 (40.00) feet and a delta angle of $54^{\circ} 54' 01''$ an arc distance of thirty eight and 33/100 (38.33) feet to a point on curve, said point being marked by a granite bound;

Thence proceeding along said curve with a radius of sixty and 00/100 (60.00) feet and a delta angle of $158^{\circ} 57' 41''$ an arc distance of one hundred sixty six and 46/100 (166.46) feet to a point on curve, the last seven (7) courses being bounded easterly, southerly and westerly by Business Park Drive;

Thence proceeding north $39^{\circ} 00' 52''$ west a distance of one hundred seventy three and 08/100 (173.08) feet to a point;

Thence proceeding north $50^{\circ} 44' 12''$ east a distance of one hundred fifty five and 61/100 (155.61) feet to a point, the last two (2) courses being bounded westerly and northerly by land now or formerly of PM Smithfield LLC;

Thence proceeding south $40^{\circ} 15' 34''$ east a distance of eighty-five and 00/100 (85.00) feet to a point;

Thence proceeding north $49^{\circ} 44' 26''$ east a distance of one hundred eighty two and 58/100 (182.58) feet to a point the last two (2) courses bounded easterly and northerly by land now or formerly of CAN Providence, LLC;

Thence proceeding south $40^{\circ} 15' 34''$ east a distance of five hundred eighty-five and $81/100$ (585.81) feet to a point to the point and place of beginning, bounded easterly by Lot 4A.

Meaning and intending to convey the westerly portion of Lot 74 as delineated on Sheet 1 on plans entitled, "Major Subdivision Plat for Assessor Plat 48, Lot 74 Subdivision Lot 4, dated September 7, 2007, which said plan is recorded in the Smithfield Record of Land Evidence at Plat Book 6 at page 199.

Meaning and intending to describe the same premises conveyed in Book 618 at Page 56 in the Smithfield Land Evidence Records in the State of Rhode Island.