

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <b>Hoopes Morganthaler Rausch &amp; Scaramozza LLC</b>  <b>185 Asylum Street</b>  <b>Hartford, CT 06103</b>  <b>Attn: Victor Morganthaler, Esq.</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)

1a. ORGANIZATION'S NAME <b>Kirkbrae Glen, Inc.</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>177 Old River Road</b>	CITY <b>Lincoln</b>	STATE <b>RI</b>	POSTAL CODE <b>02865</b>	COUNTRY <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)

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 <b>CMFG Life Insurance Company</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>5910 Mineral Point Road</b>	CITY <b>Madison</b>	STATE <b>WI</b>	POSTAL CODE <b>53705</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral

**All of Debtor's now owned or hereafter acquired right, title and interest in the property listed on Exhibit A and Exhibit B attached hereto.**

**This financing statement covers, among other collateral, goods which are or are to become fixtures and is to be recorded in the real property records.**

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	

Debtor: Kirkbrae Glen, Inc.

**EXHIBIT A**  
**TO UCC FINANCING STATEMENT**

The types or items of property covered by this Financing Statement are as follows:

All of Debtor's right, title and interest in and to any and all buildings, equipment (including Debtor's interest in any lease of such equipment), fixtures, improvements, building supplies and materials and other personal property now or hereafter attached to, located in, placed in or necessary to use, operation or maintenance of the improvements on the Land (as hereinafter defined)(hereinafter called the "Improvements") including, but without being limited to, all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, as well as all elevators, escalators, overhead cranes, hoists, and assists, and the like, and all furnishings, supplies, draperies, maintenance and repair equipment, window and structural cleaning rigs and equipment, floor coverings, appliances, screens, storm windows, blinds, awnings, shrubbery and plants (it being understood that the enumeration of specific articles of property shall in no way be held to exclude items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, and all personal property which terms of any lease shall become the property of the Debtor at the termination of such lease, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Land, but excluding therefrom the removable property owned by tenants in the Land.

TOGETHER WITH all rents, issues, income, revenue, receipts, fees and profits now due or which may hereafter become due under or by virtue of, and together with all right, title and interest of Debtor in and to, any lease, license, sublease, contract or other kind of occupancy agreement, whether written or verbal, for the use or occupancy of the Improvements or any part thereof, together with all security therefor and all monies payable thereunder, including, without limitation, tenant security deposits, and all books and records which contain information pertaining to payments made thereunder and security therefor.

TOGETHER WITH all right, title and interest of Debtor in and to any and all contracts for sale and purchase of all or any part of the property described above, and any down payments, earnest money deposits or other sums paid or deposited in connection therein.

TOGETHER WITH all awards, compensation or settlement proceeds made by any governmental or other lawful authorities for the threatened or actual taking or damaging by eminent domain of the whole or any part of the Land, including any awards for a temporary taking, change of grade of streets or taking of access, together with all insurance proceeds resulting from a casualty to any portion of the Land or the Improvements; all rights and interests of Debtor against others, including adjoining property owners, arising out of damage to the property including damage due to environmental injury or release of hazardous substances.

TOGETHER WITH all right, title and interest of Debtor in and to any licenses, permits, regulatory approvals, government authorizations, franchise agreements and equipment or chattel leases, service contracts or agreements, tradenames, accounts and any and all general intangibles and all proceeds therefrom, arising from, issued in connection with or in any way related to the use, occupancy, operation, maintenance or security of the Land and the Improvements, together with all replacements, additions, substitutions and renewals thereof, which may be assigned pursuant to agreement or law.

TOGETHER WITH all sales proceeds, refinancing proceeds or other proceeds including deposits and down payments from or relating to the Land and/or all of the property described above.

The Security Agreements for which the Financing Statement is filed as to the foregoing property are contained in (i) that certain Open-End Mortgage and Security Agreement and Fixture Financing Statement; and (ii) that certain Assignment of Leases and Rents, (i) and (ii) are filed in the Clerk's Office of the Town of Lincoln, County of Providence in the State of Rhode Island, of near date herewith simultaneously with the filing hereof each made between Debtor, as Borrower therein, and Secured Party, as Lender therein, given to secure indebtedness in the principal sum of \$14,000,000.00.

## **EXHIBIT B**

### **LEGAL DESCRIPTION**

#### **Parcel 1**

That certain parcel or tract of land together with all buildings and improvements thereon situated on the westerly side of Old River Road in the Town of Lincoln, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at a point on the westerly street line of Old River Road, said point being the northeasterly corner of the parcel herein described and also the southeasterly corner of property now or formerly belonging to Kirkbrae Golf Club;

thence running S 20°-04'-24" E along the westerly street line of Old River Road for a distance of 5.45 feet (1.662m) to a point of curve;

thence continuing southeasterly along the westerly street line of Old River Road curving to the right along the arc of a curve having a radius of 1769.68 feet (539.461m) a central angle of 06°-22'-40" for an arc distance of 197.01 feet (60.049m) to a point of tangency;

thence running S 13°-41'-44" E along the westerly street line of Old River Road for a distance of 47.38 feet (14.443m) to a corner and property now or formerly belonging to Highridge Corporation;

thence turning an interior angle of 88°-30'-19" and running S 77°-47'-57" W bounding southeasterly by said Highridge Corporation land and in part by property now or formerly of Kirkbrae Glen, Inc. for a distance of 613.80 feet (187.088m) to a corner;

thence turning an interior angle 92°-19'-00" and running N 14°-31'-03" W bounding southwesterly by property of said Kirkbrae Glen, Inc. for a distance of 249.22 feet (75.964m) to a corner;

thence turning an interior angle of 87°-41'-00" and running N 77°-47'-57" E bounding northwesterly by property of said Kirkbrae Glen, Inc. and in part by property now or formerly belonging to Kirkbrae Golf Club for a distance of 605.82 feet (184.653m) to the point and place of beginning, the last described line forming an interior angle of 97°-52'-21" with the first described line.

#### *Property Address:*

*200 Old River Road, Lincoln, Rhode Island*

*Assessor's Plat 31, Lot 21*

#### **Parcel 2**

That certain tract or parcel of land with all buildings and improvements thereon situated on the easterly terminus of Glenview Drive and westerly of Old River Road in the Town of Lincoln, County of Providence, State of Rhode Island and is bounded and described as follows;

Beginning at the northwesterly corner of the herein described parcel, said corner being the northeasterly corner of Lot 5 and the easterly corner of Lot 1 on Hidden Creek Plat, said lots also being designated as Lots 183 and 179 on Lincoln Assessor's Plat No. 31 as currently constituted, said lots now or formerly belonging to The Kirkbrae Group, said corner also being situated on the southerly property line of land now or formerly belonging to Jeffrey G. and Teresa D. Hopkins;

Thence running S 85 degrees -06'-54"E along the centerline of a stone wall bounding northerly in part on said Hopkins land, in part on land now or formerly belonging to Robert J. and Kathleen M. Walker, and in part on land now or formerly belonging to Barbara Deitrich for a distance of four hundred seventeen and sixty-five hundredths feet (417.65') to a drill hole for an angle;

Thence turning an interior angle of 179 degrees-25'-01" and running S 84 degrees- 31'-55" E bounding northerly in part on said Deitrich land and in part on a Fire Lane as shown on Subdivision "B" Country Hills, Lincoln, R.I. for a distance of one hundred fifty-seven and thirty-four hundredths feet (157. 34') to land designated as Phase II and now or formerly belonging to Kirkbrae Glen, Inc. and the centerline of an easement granted to Narragansett Electric Company for a corner;

Thence turning an interior angle of 109 degrees - 56'-18" and running S 14 degrees - 28'-13" E along the centerline of said easement bounding easterly on said Phase II land for a distance of three hundred fifty-six and sixteen hundredths feet (356.16') to an angle;

Thence turning an interior angle of 160 degrees – 44'-46" and running S 04 degrees – 47'-01" W along the centerline of said easement, bounding easterly on said Phase II land for a distance of three hundred ninety six and thirty-five hundredths feet (396.35') to land designated as Phase I and now or formerly belonging to said Kirkbrae Glen, Inc. for a corner;

Thence turning an interior angle of 111 degrees – 29'-25" and running S 73 degrees – 17'-36" W bounding southerly on said Phase I for a distance of four hundred thirty-eight and thirty three hundredths feet (438.33') to land now or formerly belonging to The Kirkbrae Group for a corner;

Thence turning an interior angle of 86 degrees - 07'-59" and running N 12 degrees - 50'- 23" W bounding westerly in part on said Kirkbrae Group land, in part on land now or formerly belonging to Richard A. and Christine E. Peloguin, in part on the easterly terminus of Glenview Drive, and in part on the aforementioned Lot 5 for a distance of nine hundred thirty-nine and ninety hundredths feet (939.90') to the point and place of beginning;

The last described course forming an interior angle of 72 degrees –16'-31" with the first described course.

Together with those certain non-exclusive easements to Old River Road as set forth in: (a) that certain Warranty Deed from Anthony J. Dusky and Ida Dusky to Louis DiMeglio and Gwendolyn DiMeglio dated September 17, 1948 and recorded September 20, 1948 at 10:48 A.M. in Book 55 at Page 620, and (b) that certain Declaration of Easements by Kirkbrae Glen, Inc. dated January 9, 1981 and recorded January 9, 1981 at 9:30 A.M. in Book 153 at Page 280.

*Property Address:*

*196 Old River Road, Lincoln, Rhode Island  
Assessor's Plat 31, Lot 209*