

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SFND ACKNOWLEDGMENT TO (Name and Address) 22970 - MCGUNGLE	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	73850658 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 A&R REALTY GROUP, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c MAILING ADDRESS 415 Kilvert Street		CITY Warwick	STATE RI	POSTAL CODE 02886
			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 WEBSTER BANK, NATIONAL ASSOCIATION				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c MAILING ADDRESS 145 Bank Street		CITY Waterbury	STATE CT	POSTAL CODE 06702
			COUNTRY USA	

4. COLLATERAL This financing statement covers the following collateral

I. PREMISES: 62 Pleasant Street, Southbridge, Massachusetts 01550 as more particularly described in the Exhibit A attached hereto (the "Mortgaged Property").

II. IMPROVEMENTS: All improvements now or hereafter situated upon the Mortgaged Property, together with all fixtures now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Property or the buildings or improvements thereon (collectively the "Improvements").

III. EASEMENTS: Any easement, bridge, or right of way, contiguous or adjoining the Mortgaged Property and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Mortgaged Property.

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

V. PERSONAL PROPERTY & FIXTURES: All goods, equipment, machinery, tools, and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in 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 Transmuting 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/Licenser

8. OPTIONAL FILER REFERENCE DATA

73850658 2020-0024 A&R REALTY GROUP, LLC

EXHIBIT "A"
Legal Description

The Land with buildings thereon situated on the east side Pleasant Street in the Town of Southbridge, County of Worcester, Massachusetts as shown on Perimeter Plan of Land surveyed for Town of Southbridge Owner Dated September 17, 2013 by Para Land Surveying, Inc. (to be) recorded Worcester District Registry of Deed Plan Book 903 Plan 66.

BEGINNING at a drill hole on the east side of Pleasant Street at the southwest corner land herein described also being the northwest corner of now or formerly Justin M. Premo and Renata Premo;

THENCE northeasterly on a curve to right by Pleasant Street having a radius of eight hundred eighty (880.00) feet to a central angle of $08^{\circ} 04' 49''$ and a length of one hundred twenty four and ten hundredths (124.10) feet with a chord of $N 35^{\circ} 59' 57'' E$ one hundred twenty-four (124.00) feet to a railroad spike set;

THENCE $S 49^{\circ} 57' 39'' E$ along land now or formerly of Skarbros Realty, Inc., a distance of seventeen and forty-eight hundredths (17.48) feet to a re-rod set;

THENCE northeasterly on a curve to the right along land of above said Skarbros a radius of four thousand and no hundredths (4000.00) feet a central angle of $02^{\circ} 48' 18''$ a length of one hundred ninety-five and eighty-two hundredths (195.82) feet with a chord of $N 75^{\circ} 29' 17'' E$ one hundred ninety-five and eighty hundredths (195.80) feet to a point at the center of McKinstry Brook;

THENCE southeasterly down the center of McKinstry Brook a distance of one hundred ninety (190) feet, more or less, to the westerly line of Mill Street;

THENCE $S 51^{\circ} 05' 08'' W$ a distance of ninety (90) feet, more or less, by Mill Street to re-rod set;

THENCE $N 66^{\circ} 36' 50'' W$ along land now or formerly of 76 Mill Street Trust a distance of one hundred twenty-two and forty hundredths (122.40) feet to a re-rod set;

THENCE $S 29^{\circ} 02' 55'' W$ along said 76 Mill Street Trust and partially along Brick Row a distance of seventy-two and ninety-five hundredths (72.95) feet to a re-rod set;

THENCE $S 27^{\circ} 58' 23'' W$ along said 76 Mill Street Trust and Brick Row a distance of sixty-three and fifty hundredths (63.50) feet to a railroad spike set;

THENCE $N 62^{\circ} 01' 31'' W$ along land now or formerly of Michael L. and Bernadette E. Vinyard a distance of sixty-two and ninety-six hundredths (62.96) feet to a drill hole set;

THENCE $N 28^{\circ} 38' 47'' E$ along land of said Vinyard a distance of thirteen and fifty hundredths (13.50) feet to a point;

THENCE $S 62^{\circ} 02' 13'' E$ along land of said Justin M. and Renata Premo a distance of forty-three hundredths (0.43) feet to a point;

THENCE $N 29^{\circ} 38' 47'' E$ along land of said Justin M. and Renata Premo a distance of ninety-one and no hundredths (91.00) feet to a re-rod set;

THENCE $N 62^{\circ} 02' 34'' W$ along above said Premo land a distance of one hundred and eighty hundredths (100.80) feet to the point of beginning.

EXHIBIT B

A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.

B. Proceeds for Damage to the Mortgaged Property: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

C. 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 Mortgaged Property.

D. Records: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

DEFINITIONS:

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefore; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefore, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefore.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Mortgaged Property, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.