

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. SEND ACKNOWLEDGMENT TO: (Name and Address) 32814 - THE Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 75710183 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 MEADOW BROOK PROPERTIES, LLC				
OR				
1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS 40 Purgatory Road				
CITY Exeter	STATE RI	POSTAL CODE 02822	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 The Washington Trust Company, of Westerly				
OR				
3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c MAILING ADDRESS 23 Broad Street				
CITY Westerly	STATE RI	POSTAL CODE 02891	COUNTRY USA	

4. **COLLATERAL:** This financing statement covers the following collateral:
See Exhibit "A" 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**

75710183

C and I/ C. Grasso

91142800

EXHIBIT A

Debtor: Meadow Brook Properties, LLC
40 Purgatory Road
Exeter, Rhode Island 02822

Secured Party: The Washington Trust Company
23 Broad Street
Westerly, Rhode Island 02891

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral.")

PERSONAL PROPERTY AND 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 the 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 Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, 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 Premises (as hereinafter defined), 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 hereinafter set forth.

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

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

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

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 Section 9-102 (a) (33) 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 therefor, and all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102 (a) (41) 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 therefor, 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 therefor.

"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.

"Premises" shall mean the real estate of the Debtor located at 163 Kingstown Road, Richmond, Rhode Island which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"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 Collateral, (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 Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

2007-1007291200

Exhibit B

Beginning at an iron pipe in the southerly line of Kingstown Road, so called, also being R.I. State Highway Route 138 as shown on the R.I. Dept. of Public Works Plat No. 470, Sheet No. 4, recorded in the Land Evidence Records of the Town of Richmond, said iron pipe being at the intersection of the southerly line of said highway with a line running southerly at right angles and 30.00 feet southerly from centerline station 232+00 as shown on said R.I. Dept. of Public Roads Highway Plat 470, sheet 4;

Thence running southerly in the same straight bounded westerly by land now or formerly of Roy E. Rawlings, a distance of 215.87 feet to a point in the centerline of Meadow Brook, so called;

Thence turning an interior angle of $182^{\circ}-04'-18''$ and continuing southerly, bounded westerly by land now or formerly of Roy E. Rawlings, a distance of 1,411.87 feet to a point;

Thence turning an interior angle of $159^{\circ}-56'-40''$ and running southeasterly, bounded southwesterly by land now or formerly of Roy E. Rawlings, a distance of 329.76 feet to a point;

Thence turning an interior angle of $222^{\circ}-51'-19''$ and running southwesterly, bounded northwesterly by land now or formerly of Roy E. Rawlings, a distance of 250.55 feet to a point;

Thence turning an interior angle of $212^{\circ}-47'-32''$ and continuing southwesterly, bounded northwesterly by land now or formerly of Roy E. Rawlings, a distance of 176.96 feet to a point;

Thence turning an interior angle of $100^{\circ}-02'-45''$ and running southeasterly, bounded southwesterly by land now or formerly of Roy E. Rawlings, a distance of 315.14 feet to a point;

Thence turning an interior angle of $204^{\circ}-21'-47''$ and running southerly, bounded westerly by land now or formerly of Roy E. Rawlings, a distance of 1,961.25 feet to an iron pipe;

Thence turning an interior angle of $166^{\circ}-35'-10''$ and running southeasterly, bounded southwesterly by land now or formerly Roy E. Rawlings, a distance of 880.39

feet to a cement bound in the northerly line of Kenyon Hill Trail, so called, formerly known as Quarrelsome Corner Road;

Thence turning and running in an easterly, northerly, northeasterly, and easterly direction in and along the northerly, westerly, northwesterly, and northerly line of Kenyon Hill Trail, so called, formerly known as Quarrelsome Corner Road, a distance of approximately 4,655.0 feet, more or less, to the westerly line of Richmond Townhouse Road, so called, also being R.I. State Highway Route No. 112;

Thence running northerly in and along the westerly line of Richmond Townhouse Road, so called, also being R.I. State Highway Route No. 112, a distance of approximately 2,425.0 feet, more or less, to the southerly line of Kingstown Road, so called, also being R.I. State Highway Route 138;

Thence running westerly in and along the southerly line of Kingstown Road, so called, also being R.I. Highway Route 138, a distance of 2,460.0 feet, more or less, to the iron pipe at the point and place of beginning;

The above described parcel contains approximately 233.47 acres of land, more or less, and is more particularly delineated as Assessor's Lot 9, on that certain plan entitled, "Administrative Subdivision, prepared for Roy E. Rawlings & Rawlings Green Acres, Inc., Assessor's Plat 6C, Lots 8 & 9, Kingstown Road (R.I. Route 138), Richmond Townhouse Road, & Kenyon Hill Trail, Richmond, Rhode Island", Scale: as noted, Date: Jan 23, 2006, by Richard A. Greene & Associates, Inc., 220 Richmond Townhouse Road, Carolina, RI 02812, Richard A. Greene, PLS and recorded in the Land Evidence Records of the Town of Richmond as Map No. 351, Slide No. 324B.

The premises set forth below is hereby deleted from the definition of "Premises" set forth in the Exhibit A.

That certain lot or parcel of land with all the buildings and improvements thereon situated on the Richmond Townhouse Rd., in the Town of Richmond, County of Washington and State of Rhode Island laid out and designated as Lot No. A.P. 6C Lot 9-1 on that Plat entitled: "FINAL SITE PLAN MEADOW BROOK LOTS Lot 9 on AP 6C in Richmond, RI OWNER: Meadow Brook Properties, LLC & Rolling Green Corporation AUGUST 2015", said Plat being recorded in the Office of the Richmond Town Clerk and designated as Plat Map No. 450, Slider 441A. Said lot contains 87,763 square feet of land.