

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) David M. Gilden (401) 861-8200 |
| B. E-MAIL CONTACT AT FILER (optional) mbramwell@psh.com |
| C. SEND ACKNOWLEDGMENT TO (Name and Address) Lien Solutions PO Box 29071 Glendale, CA 91209-9071 Order 76912302 |

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 South County Trail, LLC | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 15 Scotch Pine Circle | | CITY Wellesley | STATE MA | POSTAL CODE 02481 |
| | | | 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:

All machinery, equipment, Improvements and Fixtures and Personal Property, as described in Exhibit A attached hereto and incorporated herein by reference, now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real estate located at 1370 South County Trail, East Greenwich, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

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|--|--|---|--|--|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is: | | held in a Trust (see UCC1Ad, item 17 and Instructions) | | 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 | <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/Licenser | |

8. OPTIONAL FILER REFERENCE DATA:
(3915317) Filed with Rhode Island Secretary of State

EXHIBIT A TO UCC FINANCING STATEMENT

Debtor:

South County Trail, LLC
15 Scotch Pine Circle
Wellesley, Massachusetts 02481

Secured Party:

Bank Rhode Island
One Turks Head Place
Providence, Rhode Island 02903
Attn: Jane S. Long,
Assistant Vice President

The following terms shall have the following meanings:

FIXTURES, MACHINERY, EQUIPMENT AND MATERIALS: All that certain piece or parcel(s) of land located at 1370 South County Trail in the Town of East Greenwich, State of Rhode Island, and all buildings and improvements now located or hereafter placed thereon (hereinafter called the "Premises"), and being more particularly bounded and described in said Exhibit B.

All the right, title and interest of Mortgagor, now or hereafter, in and to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Premises; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises.

All the right, title and interest of Mortgagor in and to all fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about any part of the Premises described in said Exhibit B, and used or usable in connection with any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto (hereinafter collectively referred to as the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Mortgagor in and to any Fixtures which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of Mortgagee under this Mortgage, and Mortgagor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by Mortgagee to confirm, preserve, and enforce the lien of this Mortgage on any Fixtures; and all the proceeds and products of any and all Fixtures, including, but not limited to, any deposits or payments now or hereafter made thereon.

PREMIUMS: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

AWARDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payment by Mortgagee or Mortgagor, incurred by Mortgagee in connection with the collection of such award or payment, and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

LEASES: All existing and future tenancies, subtenancies, ground leases, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Premises and to which Debtor is a party, and any renewals or extensions thereof or ground leases, leases or subleases in substitution therefor.

RENTALS AND OTHER PAYMENTS: All rents, issues, and profits from the Premises and all other sums now or hereafter paid or payable to Debtor by tenants now or hereafter occupying the Premises or any portion thereof, under or by reason of all existing and future tenancies, leases and subleases of the whole or any part of the Premises, proceeds of rent insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any lease or sublease of the whole or any portion of the Premises or of the obligations of any tenant under such lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Premises by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities, and water charges, all sums paid or payable for use and occupancy of the Premises or any portion thereof, and all sums paid pursuant to settlement with or judgment against any tenant relating to any alleged breach of any lease, sublease, or agreement.

CONTRACTS: All rights of Debtor in any management agreements relating to the Premises.

EXHIBIT B

Attach Legal Description of Premises

That certain tract or parcel of land with all buildings and improvements thereon situated on the easterly side of South County Trail (State Route 2) in the Town of East Greenwich, County of Kent, State of Rhode Island is herein bounded and described;

Beginning at the most northwesterly corner of the herein described parcel, said corner being located forty and 00/100 (40.00') feet left of center line station 15+28.41 as shown on State Highway Blat 287;

Thence proceeding north $81^{\circ}40'06''$ east a distance of two hundred eight and 49/100 (208.49') feet to a hub and tack, bounded northerly by land now or formerly of Rocky Hill Grange Corp. of Rhode Island;

Thence proceeding south $06^{\circ}29'35''$ east along the remains of a stone wall a distance of two hundred three and 18/100 (203.18) feet to a rebar;

Thence proceeding south $81^{\circ}41'52''$ west a distance of two hundred seventeen and 58/100 (217.58') feet to a hub and tack on the easterly highway line of said South County Trail, the last two (2) courses bounded easterly and southerly by land now or formerly of Kenneth G. Cecelia Bruce;

Thence proceeding along the arc of a curve along the easterly highway line of said South County Trail in a clockwise direction with a radius of fifteen thousand nine hundred sixty one and 71/100 (15,961.71') feet and a delta angle of $00^{\circ}02'13''$ a distance of ten and 29/100 (10.29) feet to a point on the end of said curve, said point being located forty and 00/100 (40.00') feet left of station 17+21.68 as shown on said plat;

Thence proceeding north $03^{\circ}56'10''$ west along the easterly highway line of said South County Trail a distance of one hundred ninety three and 27/100 (193.27) feet to the point and place of beginning;

Said parcel contains 43,124 square feet or 0.99 acres more or less.