

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> <b>Jim Kelly- 401-272-5800</b>
<b>B E-MAIL CONTACT AT FILER (optional)</b> <b>jkelly@simmons1td.com</b>
<b>C. SEND ACKNOWLEDGMENT TO. (Name and Address)</b>  <b>Simmons Associates, Ltd.</b> <b>155 South Main Street, Suite 301</b> <b>Providence, RI 02903</b> <b>Attn: JVK</b>

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>31 Graystone Street, LLC</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS <b>58 Amaral Street</b>		CITY <b>Riverside</b>	STATE <b>RI</b>	POSTAL CODE <b>02915</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>Digital Federal Credit Union</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS <b>220 Donald Lynch Boulevard</b>		CITY <b>Marlborough</b>	STATE <b>MA</b>	POSTAL CODE <b>01752</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL This financing statement covers the following collateral

The Collateral consists of all goods, materials, equipment, machinery, furniture, and furnishings owned by the Debtor and now or hereafter attached or affixed to the Real Estate known as 31 Graystone Street, Warwick, Rhode Island, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference, and including, but not limited to, the Collateral as more particularly described on Exhibit B attached hereto and incorporated herein by reference.

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  
**RI Secretary of State-Guaranty-110 Jefferson**

## 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

31 Graystone Street, 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

Not Applicable

Street Address:

31 Graystone Street, Warwick, Rhode Island

Legal Description:

See Exhibit A, attached hereto and incorporated herein by reference

17 MISCELLANEOUS:

## **EXHIBIT A**

### **Legal Description**

That certain parcel of land situated on the westerly side of Graystone Street in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at an iron pin set in the westerly line of Graystone Street, said iron pin being three hundred seventy five and 00/100 (375.00) feet northerly of the intersection of the westerly line of Graystone Street and the northerly line of Kilvert Street, said iron pin also being the northeasterly corner of land n/f belonging to Albert J. Martin, Jr.; thence running in a general westerly direction bounded southerly by said Martin land a distance of two hundred and 00/100 (200.00) feet to a P.K. nail; thence turning an interior angle of 90° and running in a general northerly direction bounded westerly in part by land n/f belonging to 21st Century Environmental Management, Inc. of Rhode Island and in part by land n/f belonging to JGR Associates a distance of two hundred nineteen and 59/100 (219.59) feet to an iron pin, said iron pin being the northeasterly corner of said JGR Associates land; thence turning an interior angle of 105°-37'-30" and running in a general easterly direction bounded northerly by land belonging to Narragansett Electric Co. a distance of two hundred eight and 72/100 (208.72) feet to an iron pin set in the westerly line of said Graystone Street; thence turning an interior angle of 73°-22'-30" and running in a general southerly direction bounded easterly by said Graystone Street a distance of two hundred seventy nine and 31/100 (279.31) feet to an iron pin at the point and place of beginning. Said last described line forms an interior angle of 90° with the first described line.

Subject to a twenty-five (25) foot wide Right of Way recorded in Deed Book 411 at Page 210; Subject to Easement and Restrictions recorded in Book 433 at Page 811.

Meaning and intending to describe the same premises conveyed by deed recorded in Book 7588 at Page 268.

#### **FOR REFERENCE ONLY:**

31 Graystone Street  
Warwick, RI  
APLAT: 278 LOT: 122

**EXHIBIT B**  
**TO UCC-1 FINANCING STATEMENT**

Debtor: 31 Graystone Street, LLC  
58 Amaral Street  
Riverside, RI 02915

Secured Party: Digital Federal Credit Union  
220 Donald Lynch Boulevard  
Marlborough, MA 01752-9130

All the property of every kind and description now or hereafter owned by Debtor or in which Debtor has an interest (but only to the extent of such interest), attached or affixed to the Land or the Improvements at the real estate described below (the "Premises") or in any of Improvements, and relating to the Premises and the Improvements (as both capitalized terms are more particularly defined in the Mortgage Deed, Security Agreement and Fixture Filing granted by the Debtor to the Secured Party on the Mortgaged Property (the "Mortgage")), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products of, and now or hereafter located at, or used in connection with the operation of the Premises or the Improvements thereon, including without limitation the following:

(a) All fixtures now or hereafter attached or affixed to the Land and/or Improvements, and all leases, occupancy agreements, and rents and profits thereof;

(b) All materials intended for construction, reconstruction, alteration or repair of the Improvements which are now or hereafter attached or affixed to the Land and/or the Improvements;

(c) All of the Debtor's goods, materials, equipment, machinery, furniture, and furnishings now or hereafter attached or affixed to the Land and/or the Improvements;

(d) All replacements of and additions to all of the property described in the Mortgage as the "Premises";

(e) The proceeds of any insurance for damage to property described in the Mortgage as the "Premises";

(f) The proceeds of all judgments, awards of damages and settlements for, or in lieu of, the taking by eminent domain of any part of the property described in the Mortgage as comprising the "Premises";

(g) All of the Debtor's contract rights, documents, instruments, general intangibles, and rents and profits arising from the use and enjoyment of any part of the Land and/or Improvements at the Premises;

(h) The Debtor's rights as lessee of all goods, materials, equipment, machinery, furniture, and furnishings now or hereafter attached or affixed to the Land and/or the Improvements and used in connection with the operation or maintenance of the Premises;

(i) To the extent assignable, all contracts, agreements, licenses, permits and approvals relating to the use and enjoyment of any part of the Land and/or Improvements at the Premises;

(j) All warranties and guarantees of construction contractors and subcontractors and of suppliers and manufacturers of equipment and material or other property incorporated into the Land and/or the Improvements or otherwise constituting part of the Premises;

(k) All books, records, plans and specifications and operating manuals of the Debtor relating to the property describe above;

(l) The proceeds of any insurance for damage to the property described above; and

(m) The proceeds of all judgments, awards of damages, and settlements for, or in lieu of, the taking by eminent domain of all or any part of the property described above.

The Premises, the Mortgaged Property and collateral are located in Warwick, Rhode Island, having a street address at **31 Graystone Street, Warwick, Rhode Island.**