

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jim Kelly- 401-272-5800
B. E-MAIL CONTACT AT FILER (optional) jkelly@simmonsllc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Simmons Associates, Ltd. 155 South Main Street, Suite 301 Providence, RI 02903 Attn: JVK </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 C&B Marlborough Associates, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 10 Greene Street		CITY Providence	STATE RI	POSTAL CODE 02903
				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 (a: NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Customers Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 40 Westminster Street, Suite 602		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

The Collateral consists of all assets of the Debtor, including, without limitation, all fixtures, work in progress, materials on site, rents, leases, personal property, equipment, inventory, contract rights, general intangibles, permits, licenses, approvals, and other properties, and assets of the Debtor now or hereafter related or located at the Real Estate known as 41-45 Hebron Road, Marlborough, Connecticut, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference, and including, but not limited to, the Collateral 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	

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

C&B Marlborough Associates, LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit line 1a or 1b 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 11c)

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 [or 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 15 (if Debtor does not have a record interest)

Not Applicable

16. Description of real estate

Street Address:

41-45 Hebron Road, Marlborough, CT

Legal Description:

See Exhibit A, attached hereto and incorporated herein by reference

17. MISCELLANEOUS

EXHIBIT A

Legal Description for 41-45 Hebron Road, Marlborough, CT

A certain piece or parcel of land with the buildings thereon located on the northerly side of Connecticut Route 66 in the Town of Marlborough, County of Hartford and State of Connecticut, being shown on a certain map or plan entitled "Boundary Plan Marlborough Commons, prepared for Marlborough Commons Associates Marlborough, Connecticut 06447 design professionals, inc. civil engineers, planners, surveyors 1170 ellington road (route 30), south windsor, connecticut 06074 Drawn By: S.R.B. Checked by: R.M./R.U. Job No. 88-330 Date: 7-14-89 Sheet 1 of 1" (the "Map"), which Map is on file in the land records of the Town of Marlborough and to which Map reference may be had, said parcel being more particularly bounded and described as follows:

Beginning at an iron pin set on the northerly line of Connecticut Route 66 as shown on the Map said point being the southerly most boundary of the parcel herein described; thence following the arc of a curve to the right, having a radius of 1,482.50 feet, a central angle of 09° 09' 57" and length of 237.16' to an iron pin; thence N 61° 46' 58" E, a distance of 191.80 feet to an iron pin; thence N 21° 50' 58" W, a distance of 521.84 feet along land N/F of Robert J. & Dorothy A. Moore to a drill hole; thence N 88° 06' 51" E, a distance of 225.63 feet along N/F of said Moore to an iron pin; thence turning S 20° 34' 07" E, a distance of 246.40 feet along a stone wall along land N/F of said Moore to an iron pin; thence S 20° 14' 26" E, a distance of 163.23 feet along land N/F of said Moore to an iron pin set in the northerly line of said Route 66; thence N 61° 46' 58" E, a distance of 12.52 feet along the northerly line of said Route 66 to an iron pin; thence running N 20° 10' 49" W, a distance of 422.30 feet along land N/F of Harold P. & Francis A. Walker to an iron pin; thence running N 85° 13' 23" E, a distance of 56.25 feet to a point; thence turning N 26° 13' 52" W, a distance of 57.32 feet to a point; thence N 07° 27' 10" W, a distance of 123.82 feet along land N/F of Robert J. Farley & John I. Kenefick to a 24" oak as shown on the Map; thence N 15° 31' 01" W, a distance of 180.55 feet along land N/F of said Farley and said Kenefick to an 18" pine as shown on the Map; thence N 27° 08' 27" W, a distance of 108.30 feet along land N/F of said Farley and said Kenefick to an iron pin; thence N 17° 23' 24" W, a distance of 87.54 feet along land N/F of said Farley and said Kenefick to a point; thence N 05° 54' 11" W, a distance of 57.91 feet along land N/F of said Farley and said Kenefick to an iron pin; thence turning N 77° 11' 48" W, a distance of 138.75 feet along land N/F of ATA Associates to an iron pin; thence N 78° 01' 19" W, a distance of 514.12 feet along land N/F of ATA Associates to an iron pin; thence N 81° 17' 36" W, a distance of 44.83 feet along land N/F of ATA Associates to an iron pin; thence S 53° 39' 54" W, a distance of 120.30 feet along land N/F of ATA Associates to an iron pin; thence S 48° 26' 09" W, a distance of 78.57 feet along land N/F of ATA Associates to an iron pin; thence S 45° 57' 52" W, a distance of 72.28 feet along land N/F of ATA Associates to an iron pin; thence N 81° 13' 23" W, a distance of 402.57 feet along land N/F of ATA Associates to an iron pin; thence S 89° 20' 27" W, a distance of 203.69 feet along land N/F of William A. Stankiewicz to an iron pin set in the easterly line of Jones Hollow Road as shown on the Map; thence turning and running along the arc of a curve to the left along the easterly side of Jones Hollow Road having a radius of 375.00 feet, a central angle of 12° 09' 45" and length of 79.60 feet to an iron pin; thence S 28° 17' 23" E, a distance of 207.29 feet along the easterly line of Jones Hollow Road to an iron pin; thence running along the arc of a curve to the right along said Jones Hollow Road having a radius of 425.00 feet, a central angle of 40° 30' 00" and length of 300.41 feet to an iron pin; thence S 24° 26' 25" W, a distance of 1.28 feet along the easterly line of Connecticut Route 2 as shown on the Map to an existing monument; thence S 28° 08' 16" E, a distance of 458.24 feet along the northeasterly line of Connecticut Route 2 to a monument; thence running along the arc of a curve to the left having a radius of 760.00 feet, a central angle of 16° 39' 18" and length of 220.92 feet along the northeasterly line of said Connecticut Route 2 to a monument; thence S 50° 31' 58" E, a distance of 221.15 feet along said northeasterly line of Connecticut Route 2 to a 20" hickory as shown on the Map; thence N 85° 41' 36" E, a distance of 143.28 feet along the remains of a fence as shown on the Map and land N/F of Ina Aarrestad to an iron pin; thence N 84° 41' 49" E, a distance of 271.81 feet along land N/F of said Aarrestad to an existing drill hole; thence N 85° 25' 18" E, a distance of 42.70 feet along land N/F of said Aarrestad to an iron pin; thence N 78° 23' 04" E, a distance of 49.87 feet along land N/F of Aarrestad to an iron pin; thence turning S 06° 55' 46" W, a distance of 132.37 feet along land N/F of said Aarrestad to the point and place of beginning.

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

Debtor: **C&B Marlborough Associates, LLC**
110 Greene Street
Providence, RI 02903

Secured Party: **Customers Bank**
40 Westminster Street, Suite 602
Providence, RI 02903

All the tangible and intangible personal property (including goods, equipment, machinery, tools and other personal property described herein) and fixtures 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), situated or to be situated upon or used in connection with the real property described below (the "Premises") or in any of said buildings and improvements, and relating to the Premises and the Improvements (as defined in the Open-End Mortgage Deed and Security Agreement with Power of Sale from Debtor in favor of Secured Party (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. **EQUIPMENT, ETC.:** All of Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses, other rights, bank deposits and other accounts, 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 Mortgaged Property (as defined in the Mortgage) 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 set forth in the Mortgage.

C. **LEASES AND RENTS:** All of the Debtor's right, title and interest in and to any leases or other agreements for use of any of the Premises or Improvements and all rents, security deposits, and other proceeds, products, offspring or profits of such leases and other agreements, in each case whether now or hereafter existing, relating to the Premises or Improvements, as provided in a Collateral Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party.

D. **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 Premises.

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

F. NAME AND GOODWILL: The right, in event of foreclosure under the Mortgage of the Mortgaged Property, to take and use any name by which the Mortgaged Property is then known or any variation of the words hereof, and the goodwill of Debtor with respect thereto.

The Premises are known as 41-45 Hebron Road, Marlborough, Connecticut.