



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
<b>B. E-MAIL CONTACT AT FILER (optional)</b> uccfilingreturn@wolterskluwer.com	
<b>C SEND ACKNOWLEDGMENT TO (Name and Address)</b> 17595 - CASSIN &	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	82781848  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 a 1 of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC-Ad)

1a ORGANIZATION'S NAME RESIDENCES AT SLATERSVILLE MILL, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c MAILING ADDRESS 20803 Biscayne Boulevard, Suite 501		CITY Aventura	STATE FL	POSTAL CODE 33180
			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 a 1 of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC-Ad)

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 FANNIE MAE				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c MAILING ADDRESS c/o Walker & Dunlop LLC, 7501 Wisconsin Avenue, Suite 1200E		CITY Bethesda	STATE MD	POSTAL CODE 20814
			COUNTRY USA	

4 COLLATERAL This financing statement covers the following collateral:  
See Schedule A to UCC attached hereto and a part hereof.

5 Check only if applicable and check only 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 only if applicable and check only 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 only if applicable and check only 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 82781848 1866-2224 West, Kaitlyn	



# 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 RESIDENCES AT SLATERSVILLE MILL, 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 WALKER & DUNLOP, LLC				
OR				
11b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX	
11c MAILING ADDRESS 7501 Wisconsin Avenue, Suite 1200E	CITY Bethesda	STATE MD	POSTAL CODE 20814	
COUNTRY USA				

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 trailer 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

**SCHEDULE A  
TO UCC FINANCING STATEMENT  
(Borrower)**

**DEBTOR:** **RESIDENCES AT SLATERSVILLE MILL, L.L.C. A  
RHODE ISLAND LIMITED LIABILITY COMPANY**

20803 BISCAYNE BOULEVARD, SUITE 501  
AVENTURA, FLORIDA 33180

**SECURED PARTY:** **WALKER & DUNLOP, L.L.C. A  
DELAWARE LIMITED LIABILITY COMPANY**

7501 WISCONSIN AVENUE, SUITE 1200E  
BETHESDA, MARYLAND 20814-6531

This financing statement covers the following types (or items) of property (the "Collateral Property"):

**1. Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements");

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs,

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blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

**4. Personalty.**

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

**5. Other Rights.**

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

**6. Insurance Proceeds.**

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

**7. Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation

Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

**8. Contracts.**

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

**9. Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "**Rents**");

**10. Leases.**

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

**11. Other.**

All earnings, royalties, accounts receivable, issues, and profits from any part of Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

**12. Imposition Deposits.**

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which

Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

**13. Refunds or Rebates.**

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

**14. Names.**

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

**15. Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

**16. Other Proceeds.**

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

**17. Mineral Rights.**

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

**18. Accounts.**

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A  
TO  
SCHEDULE A TO UCC FINANCING STATEMENT  
(Borrower)**

**[DESCRIPTION OF THE PROPERTY]**

All that certain lot or parcel of land with all the buildings and improvements thereon, situated at 10 Railroad Street, a/k/a Providence Pike in the Town of North Smithfield, County of Providence, State of Rhode Island, being shown on a plan entitled "Land Survey for Residences at Slatersville Mill, LLC" dated April 25, 2017, by Marc N. Nyberg Associates, Inc., Surveyor, and being more particularly bounded and described as follows:

Beginning at the corner formed by the intersection of the southerly line of said School Street, in said Village of Slatersville, with the southeasterly line of Greene Street, said point being the most northeasterly corner of land now or formerly owned by the Town of North Smithfield and the most northwesterly corner of the parcel hereby described:-

thence: N 77° 42' 38" E, fifty seven and five one hundredths (57.05) feet:-

thence: N 88° 22' 38" E, two hundred eighty two and twenty five one hundredths (282.25) feet:-

thence: S 83° 48' 22" E, twenty five and thirty nine one hundredths (25.39) feet:-

thence: S 77° 05' 22" E, thirty nine and sixty eight one hundredths (39.68) feet:-

thence: S 71° 39' 22" E, seventy one and thirty two one hundredths (71.32) feet:-

thence: S 67° 13' 22" E, sixty eight and fifty three one hundredths (68.53) feet:-

thence: S 62° 18' 22" E, one hundred ninety one and forty seven one hundredths (191.47) feet to land now or formerly owned by Rose Marie Carriere, a/k/a Rose Marie Kouty, the last seven lines bounding northerly on said School Street:-

thence: S 33° 08' 22" E, seventy two and fifty four one hundredths (72.54) feet:-

thence: S 28° 21' 22" E, one hundred one and seven one hundredths (101.07) feet:-

thence: S 22° 26' 22" E, sixty nine and seventy one hundredths (69.70) feet, the last three lines bounding northeasterly on land of said Carriere:-

thence: S 13° 54' 22" E, forty five and twenty one hundredths (45.20) feet, the last line bounding easterly in part on land of said Carriere, and in part on land now or formerly owned by Robert and Stasia Jones:-

thence: S 09° 26' 22" E, fifty three and eighty seven one hundredths (53.87) feet, the last line bounding easterly on land of said Jones:-

thence: S 07° 03' 22" E. two hundred sixty nine and thirty five one hundredths (269.35) feet. the last line bounding easterly in part on land of said Jones. in part on land of said Walsh and Barry. and in part on land now or formerly owned by Linda A. Richer:-

thence: S 06° 10' 22" E. one hundred and sixty seven one hundredths (100.67) feet. the last line bounding easterly on land of said Richer:-

thence: S 63° 13' 55" E. one hundred thirty five and twelve one hundredths (135.12) feet. the last line bounding northerly in part on land of said Richer and in part on land now or formerly owned by Kenneth F. and Karen M. Mongeon:-

thence: S 70° 56' 55" E. one hundred thirty eight and seventy one one hundredths (138.71) feet. the last line bounding northerly in part on land of said Mongeon and in part on land now or formerly owned by Gloria D. Mowry:-

thence: S 75° 02' 55" E. one hundred seventy three and seventy seven one hundredths (173.77) feet. the last line bounding northerly in part on land of said Mowry and in part on land now or formerly owned by Andre E. and Aline L. Allard:-

thence: N 66° 55' 05" E. one hundred thirty eight and twenty six one hundredths (138.26) feet:-

thence: N 50° 23' 05" E. one hundred thirteen and fifty one one hundredths (113.51) feet. the last two lines bounding northwesterly on land of said Allard:-

thence: N 63° 18' 05" E. ninety one and eighty two one hundredths (91.82) feet. the last line bounding northwesterly in part on land of said Allard and in part on land now or formerly owned by Arthur W., Jr. and Timothy A. Masse:-

thence: N 60° 23' 05" E. two hundred eighty six and twenty nine one hundredths (286.29) feet to a the southerly line of said School Street in said Village of Forestdale. the last line bounding northwesterly on land of said Masse:-

thence: S 73° 56' 24" E. following the southerly line of said School Street. one hundred twelve and fifty seven one hundredths (112.57) feet to a point of curvature:-

thence: southeasterly. following the southerly line of said School Street. by a curve to right. said curve having a radius of one thousand sixty six and zero one hundredths (1,066.00) feet. a central angle of 35° 23' 28" . an arc distance of six hundred fifty eight and forty six one hundredths (658.46) feet to a point of tangency:-

thence: S 38° 31' 35" E. following the southerly line of said School Street. twelve and ninety seven one hundredths (12.97) feet to land now or formerly owned by Hydro Manufacturing, Inc.:-

thence: S 07° 34' 07" E. bounding easterly in part on land of said Hydro Manufacturing, Inc., and in part on land now or formerly owned by Smart Technologies, Inc., crossing Forestdale Pond, also known as Branch River, seven hundred ninety eight and eighty three one hundredths (798.83) feet to a granite bound:-

thence: N 70° 11' 15" W, two hundred forty nine and thirty nine one hundredths (249.39) feet, the last line bounding southerly on land of said Smart Technologies, Inc.:-

thence: N 34° 32' 57" W, one hundred ten and thirty three one hundredths (110.33) feet:-

thence: N 44° 39' 57" W, ninety one and six one hundredths (91.06) feet:-

thence: N 34° 23' 57" W, one hundred ninety one and fifty four one hundredths (191.54) feet:-

thence: N 16° 18' 57" W, one hundred thirty six and seventy nine one hundredths (136.79) feet:-

thence: N 53° 53' 57" W one hundred sixty six and eighty five one hundredths (166.85) feet to land now or formerly owned by Praxair Distribution, Inc., the last five lines bounding southwesterly on land of said Smart Technologies, Inc.:-

thence: N 19° 06' 03" E, bounding westerly on land of said Praxair Distribution, Inc., eighty seven (87) feet ± to the mean high water line of said Forestdale Pond, or Branch River:-

thence: by various courses, following the mean high water line of said Forestdale Pond, or Branch River, bounding on land of said Praxair Distribution, Inc., one thousand nine hundred and thirty four (1,934) feet to Parcel "A" as shown on said plan:-

thence: N 00° 49' 55" W, bounding westerly on said Parcel "A", thirty-two (32) feet ± to the centerline of said Branch River:-

thence: generally westerly, along the centerline of said Branch River, bounding southerly on said Parcel "A", one thousand six hundred forty (1,630) feet ± to the easterly line of said Railroad Street:-

thence: N 01° 51' 30" W, following the easterly line of said Railroad Street, nineteen and two one hundredths (19.02) feet:-

thence: N 04° 54' 50" W, following the easterly line of said Railroad Street, ninety two and twenty six one hundredths (92.26) feet:-

thence: S 88° 07' 57" W, following the easterly line of said Railroad Street, five and forty eight one hundredths (5.48) feet:-

thence: N 17° 00' 53" W, following the easterly line of said Railroad Street, crossing a canal, fifty five and seventy four one hundredths (55.74) feet:-

thence: N 53° 35' 06" E, following the easterly line of said Railroad Street, eleven and four one hundredths (11.04) feet:-

thence: N 36° 25' 14" W, following the easterly line of said Railroad Street, forty two and fourty one hundredths (42.40) feet to land of said Town of North Smithfield:-

thence: N 52° 56' 25" E, one hundred sixty six and sixty seven one hundredths (148.21)-

thence: N 31° 10' 55" E, two hundred seventy five and forty one hundredths (275.40) feet to the point and place of beginning, the last two lines bounding northwesterly on land of said Town of North Smithfield.

Said parcel contains 1,320,099 square feet ± or 30.3 acres ±.

Together with an easement for pedestrian and vehicular access, ten feet (10') wide, reserved in a deed from The Kendall Company, dated October 23, 1956, recorded with the Land Records at Book 58, Page 450, in accordance with the terms thereof.