

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) ALEXANDRA W. PEZZELLO, ESQ.	
B E-MAIL CONTACT AT FILER (optional) DWILDGOOSE@PSH.COM	
C SEND ACKNOWLEDGMENT TO (Name and Address) PARTRIDGE SNOW & HAHN LLP 40 WESTMINSTER STREET, SUITE 1100 PROVIDENCE, RI 02903	

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 RAYMOND VENTURES, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 119 Hopkins Hill Road		CITY West Greenwich	STATE RI	POSTAL CODE 02817
			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 Citizens Bank, N.A.				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS One Citizens Plaza		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral:

All Debtor's Fixtures, Machinery and Equipment, Premiums, Awards, Leases, Rentals and Other Payments, now owned or hereafter acquired, including, but not limited to those items set forth on Exhibit A attached hereto and incorporated herein by reference, relating to or used in connection with the premises occupied by Debtor, said premises being that certain parcel of land located at 1185 Jefferson Boulevard, Warwick, Rhode Island 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		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:			6b 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 Loan	<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 965-1570 #4152686 (file with RI Secretary of State)					

EXHIBIT A AND EXHIBIT B TO UCC-1 FINANCING STATEMENT

Debtor:

Raymond Ventures, LLC
119 Hopkins Hill Road
West Greenwich, Rhode Island 02817

Secured Party:

Citizens Bank, N.A.
One Citizens Plaza
Providence, Rhode Island 02903
Attn: Kevin J. Chamberlain
Senior Vice President

EXHIBIT A

The following terms shall have the following meanings:

FIXTURES, MACHINERY AND EQUIPMENT: All fixtures of every kind and nature whatsoever owned by Debtor, now or hereafter located in, upon or about the real estate located at 1185 Jefferson Boulevard, Warwick, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Real Estate"), all buildings, structures, improvements and tenements of every kind or nature whatsoever now or hereinafter erected on the Real Estate and 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 Real Estate; 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 Real Estate or any other location for incorporation into improvements located or to be located on the Real Estate, and all renewals and replacements thereof and additions, substitutions and accessions thereto (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.

All machinery and equipment of every kind and nature whatsoever owned by Debtor, now or hereafter located in or upon the Real Estate, or any part thereof, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Machinery and Equipment"). The Machinery and Equipment shall be deemed to include, without limitation of the generality of the foregoing, all right, title and interest of Debtor in and to all machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, now or 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.

All cash and non-cash proceeds of any of the foregoing Fixtures and/or Machinery and Equipment, including insurance proceeds, claims and settlements; and all proceeds and products of any Fixtures and/or Machinery and Equipment, including but not limited to any deposits or payments now or hereafter made by Debtor on any of the foregoing to be acquired by Debtor.

PREMIUMS: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein, 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 Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein.

LEASES: All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Real Estate and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor, whether oral or written, together with and including the Debtor's entire right, title and interest in such leases and subleases, including, but not limited to, all the right, power and authority of Debtor to alter, modify or change such leases and subleases, or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the tenant from the performance or observance by the tenant of any obligation or condition thereof.

RENTALS AND OTHER PAYMENTS: All rents, issues and profits from the Real Estate and all other sums now or hereafter paid or payable to Debtor by tenants now or hereafter occupying the Real Estate or any portion thereof, under or by reason of all existing and future tenancies and leases and subleases of the whole or any part of the Real Estate, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any tenant, of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Real Estate, 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 Real Estate 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 Real Estate 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 Real Estate 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.

EXHIBIT B

Legal Description

Parcel 1

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

Beginning at a point in the westerly line of Jefferson Boulevard, said point being 75.04 feet southerly of the intersection of the westerly line of Jefferson Boulevard with the southerly line of Quincy Street, said point also being the northeasterly corner of the hereinafter described parcel;

Thence turning in a generally northwesterly direction bounded northerly by land now or formerly belonging to Stephen M. Block et al, a distance of 229.78 feet to a point;

thence turning an interior angle of 79 degrees 28' 00" and running in a general southwesterly direction bounded northwesterly by Kenyon Avenue a distance of 105 feet to a point;

thence turning an interior angle of 100 degrees 32' 00" and running in a general southeasterly direction bounded southwesterly by land now or formerly known as Addison Street a distance of 229.78 feet to a point;

thence turning an interior angle of 79 degrees 28' 00" and running on a general northeasterly direction along the westerly line of Jefferson Boulevard a distance of 105 feet to the point and place of beginning, said last described course forms an interior angle of 100 degrees 32' 00" with the first described course.

Together with the northerly one-half of Addison Street duly abandoned pursuant to Warwick City Council Ordinance 0-64-192 dated May 22, 1964 adjacent to the above-described premises.

Parcel 2

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

Beginning at a point in the westerly line of Jefferson Boulevard, said point being the intersection of the westerly line of Jefferson Boulevard with the southerly line of Quincy Street, said point also being the northeasterly corner of the hereinafter described parcel;

Thence running in a general northwesterly direction along the southerly line of Quincy Street a distance of 229.55 feet to a point;

thence turning an interior angle of 79 degrees 28' 00" and running in a general southwesterly direction bounded northwesterly by Kenyon Avenue a distance of 75.00 feet to a point;

thence turning an interior angle of 100 degrees 32' 00" and running in a general southeasterly direction bounded southwesterly by land now or formerly belonging to Stephen M. Block et al, a distance of 229.78 feet to a point;

thence turning an interior angle 79 degrees 28' 00" and running in a general northeasterly direction along the westerly line of Jefferson Boulevard a distance of 50.11 feet to a point or curvature;

thence running in a general northeasterly direction along the westerly line of Jefferson Boulevard along the arc of a curve having a radius of 1370.00 feet an arc distance of 24.93 feet to the point and place of beginning.

4152687 1/965-1570