

UCC-1 Form

FILER INFORMATION

Full name: **RICHARD W. NICHOLSON, ESQ.**

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SEND ACKNOWLEDGEMENT TO

Contact name: **NICHOLSON & ASSOCIATES, LLC**

Mailing Address: **9 THURBER BOULEVARD, SUITE D**

City, State Zip Country: **SMITHFIELD, RI 02917 USA**

DEBTOR INFORMATION

Org. Name: **COMMUNITY LIVING OF RHODE ISLAND INCORPORATED**

Mailing Address: **1575 SOUTH COUNTY TRAIL**

City, State Zip Country: **EAST GREENWICH, RI 02818 USA**

SECURED PARTY INFORMATION

Org. Name: **SAYBROOK INVESTMENT TRUST, LLC**

Mailing Address: **9 THURBER BLVD., SUITE D**

City, State Zip Country: **SMITHFIELD, RI 02917 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE "EXHIBIT A" ATTACHED HERETO.

EXHIBIT A

UNIFORM COMMERCIAL CODE CONTINUATION OF FINANCING STATEMENT

DEBTOR: **COMMUNITY LIVING OF RHODE ISLAND INCORPORATED**

1575 South County Trail, East Greenwich, Rhode Island 02818

SECURED PARTY: **SAYBROOK INVESTMENT TRUST, LLC**

9 Thurber Blvd., Suite D Smithfield, Rhode Island 02917

The UCC-1 Financing Statement to which this **Exhibit A** is attached covers:

1. Personal Property - all fixtures, machinery, equipment, and other personal property of every kind, now or hereafter located in or upon or affixed to those certain lots or parcels of real estate, located in WARWICK, RHODE ISLAND, commonly known as and numbered, BUILDING # 6, 349 CENTERVILLE ROAD, as more particularly described in Exhibit B attached hereto (hereinafter called the "Premises") or any and all building and/or improvements (collectively, the "Improvements") now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (ii) gas, water and electrical equipment; (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors; (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings; (v) any and all franchises, licenses and permits, whether issued by national, state and/or local governmental body, department, agency or subdivision having jurisdiction over Debtor, any guarantor of Debtor or the Premises and Improvements, or any part thereof, or any use, operation or occupancy thereof, related to the use, operation or occupancy of the Premises and Improvements or any part thereof; (vi) any and all records and books of account now or hereafter maintained by debtor in connection with the operation of the Premises, Improvements and personal property or any part thereof; and (vii) all of Debtor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Mortgagor in connection therewith.
2. All renewals, replacements of, additions to, substitution for and proceeds of any and all of the foregoing.

3. All condemnation awards and policies of insurance maintained with respect to said real and personal property and all proceeds thereof.
4. All of the right, title and interest of Debtor, in and to all leases, subleases, occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, whether written or oral for any purpose, now or hereafter existing with respect to any portion or portions of the Premises and/or Improvements, together with any amendments, renewals or extensions thereof and all leases, subleases and tenancies or other agreements in substitution therefor (all of which are hereinafter collectively sometimes referred to as the "Leases").
5. Any and all rents and other payments of every kind due or payable and to become due or payable to Debtor by virtue of the Leases, or otherwise due or payable and to become due or payable to Debtor as a result of any use, possession or occupancy of any portion or portions of the Premises and/or Improvements.

To the extent any of the personal property described herein is or is to be affixed to real estate, said personal property described herein is or is to be affixed to real estate, said personal property is or is to be affixed to real estate owned by Debtor, which real estate is more particularly described in Exhibit B attached hereto.