

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@simmonslltd.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 Garden & Greene 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 (or 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 10 Greene Street, Providence, 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 described on Exhibit B attached hereto and incorporated herein by reference.

5 Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC Article 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailee ☐ Licensed Lessor

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

Garden & Greene Associates, 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 STATE 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)

Not Applicable

16 Description of real estate

Street Address:

10 Greene Street, Providence, RI

Legal Description:

See Exhibit A, attached hereto and incorporated herein by reference

17 MISCELLANEOUS

EXHIBIT A

Legal Description for:

10 Greene Street, Providence, Rhode Island

That certain lot or Parcel of land with all the buildings and improvements thereon situated in the City of Providence, County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at the intersection of the southwesterly line of Greene Street, and the southwesterly line of Garden Street;

thence, running S 44°-16' 30" E a distance of eighteen and ninety-four one hundredths (18.94') feet, more or less, to a point;

thence, curving to the right along the arc of a circle with a central angle of 1° -22' -18" a radius of 4,890.00' and an arc length of 117.067 feet, more or less, to a point,

thence, turning an interior angle and running S 46°-05' -45 W a distance of one hundred six and ninety-eight one hundredths (106.98') feet, more or less, to a point,

thence, turning an interior angle and running N 44°-19'-34" W a distance of one hundred thirty-six and zero one – hundredths (136.00') feet, more or less, to a point,

thence, turning an interior angle and running N 46°-05' -45 E a distance of one hundred eight and fifty one-hundredths (108.50') feet, more or less, to a point, said point being point and place of beginning.

The above described parcel of land contains fourteen thousand six hundred ninety-two square feet of land (14,692 sq. ft).

Property Address: 10 Greene Street, Providence, RI 02903
Plat: 10 Lot(s): 438

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

Debtor: **Garden & Greene Associates, LLC**
10 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 Mortgage Deed, Security Agreement and Fixture Filing 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 10 Greene Street, Providence, Rhode Island.