

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Louis J. DiFronzo, Jr.	727429 001
B. E-MAIL CONTACT AT FILER (optional)	
LHB	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> CSC 801 Adlai Stevenson Drive Springfield, IL 62703 </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					
SEVEN HILLS RHODE ISLAND, INC.					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
64 Cumberland Street	Woonsocket		RI	02895	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					
TD Bank, N.A.					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
370 Main Street	Worcester		MA	01608	USA

4. COLLATERAL: This financing statement covers the following collateral

All right, title and interest of the Debtor to all assets of the Debtor assigned to Secured Party pursuant to the OPEN END MORTGAGE TO SECURE PRESENT AND FUTURE LOANS UNDER CHAPTER 25 OF TITLE 34 OF THE GENERAL LAWS, SECURITY AGREEMENT AND ASSIGNMENT dated June 3, 2022, including, but not limited to, all machinery, apparatus, equipments, appliances, fittings, fixtures, building materials and articles of personal property of every kinds and nature whatsoever, now or hereafter located at any of Debtor's real estate located at 61 Harkness Road, North Smithfield, RI; 110 West Wrentham Road, Cumberland, RI; 11 Gilfilian Road, North Smithfield, RI. 504 Gaskill Street, Woonsocket, RI and 178 Norwood Avenue, Cranston, RI, or used or to be used in the construction, operation, maintenance or occupation of the buildings or improvements hereafter located thereon, all whether now owned or hereafter acquired, whether affixed or movable

Continued on attached Continuation Sheet.

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:		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 Transferring Utility	<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 SOS CM: 068152-000035			

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

CONTINUATION SHEET TO FINANCING STATEMENT

Debtor: Seven Hills Rhode Island, Inc.
Secured Party: TD Bank, N.A.

SCHEDULE I - COLLATERAL DESCRIPTION

Collateral. "Collateral" shall include all and each of the following, whether singly or collectively, whether real property, personal property, or a combination thereof, whether now owned or due or now existing, or in which the Debtor has an interest, or hereafter, at any time in the future, acquired, arising, or to become due, or in which the Debtor obtains an interest, and all proceeds, products, substitutions and accessions of or to any of the following:

the land with the buildings and improvements whether now existing or hereafter constructed or located at **61 Harkness Road, North Smithfield, Rhode Island, 110 West Wrentham Road, Cumberland, Rhode Island, 11 Gilfilian Road, North Smithfield, Rhode Island, 504 Gaskill Street, Woonsocket, Rhode Island, and 178 Norwood Avenue, Cranston, Rhode Island**, (the "Mortgaged Premises") all as more particularly described on Exhibit A annexed hereto;

all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, doorbell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by the Debtor, now or in the future contained in or on the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith;

all easements, covenants, agreements and rights which are appurtenant to or benefit the Mortgaged Premises;

all machinery, equipment, furniture, inventory, building supplies, and appliances, owned by the Debtor, used or useful in the construction, operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof;

all leases, contracts or agreements entered into, for the lease, rental, hire or use by the Debtor of any property of the same nature as the foregoing Subparagraphs (b) and (d) in connection with the construction, operation, maintenance or occupation of the Mortgaged Premises;

all leases, tenancies, and occupancies, whether written or not, regarding all or any portion of the foregoing (a) through (c) (hereinafter, the "**Leases**"), all guarantees and security relating thereto, together with all income and profit arising therefrom or from any of the foregoing Subparagraphs (a) through (e), and all payments due or to become due thereunder (hereinafter, the "**Rental Payments**"), including, without limitation, all rent, additional rent, damages, insurance

payments, taxes, insurance proceeds, condemnation awards, or any payments with respect to options contained therein (including any purchase option);

all contracts and agreements (together with the easements, covenants, agreements and rights referred to in Section 3-3 (c), above, and the leases, contracts, and agreements referred to in Section 3-3(e), above, hereinafter, the “**Contracts**”) licenses, permits and approvals (hereinafter, the “**Licenses**”) and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraphs (a) through (f);

all of the Debtor’s right, title and interest arising out of any agreement to sell a portion or portions of the Mortgaged Premises;

any other property of the Debtor in which the Secured Party currently has an interest or may in the future be granted an interest, including, without limitation, any real or personal property in which the Debtor has granted, or may in the future grant, a security interest in, a mortgage on, or otherwise lien in favor of, Secured Party;

all funds held by the Secured Party as tax or insurance escrow payments;

all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (j), including without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC); all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (j); and all awards, damages, proceeds, or refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (j); and

all rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (k).

EXHIBIT A

Legal Description - 178-180 Norwood Avenue, Cranston, Rhode Island

Real property in the City/Town of Cranston, County of Providence, State of Rhode Island, described as follows:

The property located at 178-180 Norwood Avenue in Cranston, Rhode Island identified as Lot 842 in Assessor's Plat 2 and further identified as "Proposed Lot B" in that certain plan entitled "Administrative Subdivision Plan in Cranston, Rhode Island REPLAT OF LOTS 3, 4, 6, 8, 10 and 12 of Plan of Land owned by Edward W. Billings & a portion of the George A. Peckham Lot on the Arnold Farm Plat No. 1", PREPARED FOR: GB New England, LLC, 14 Breakneck Hill Road, Lincoln, Rhode Island 02865, (401) 721-1603; OWNER: Kemalian Realty, Inc., 44 Urban Avenue, Warwick, Rhode Island 02888; PREPARED BY: Vanasse Hangen Brustlin, Inc., Transportation, Land Development, Environmental Services, 10 Dorrance Street, Suite 400, Providence, R.I. 02903, (401) 272-8100. Scale: 1 inch = 30 ft.; Date: December 13, 2010; Sheet 1 of 1; Revised: October 21, 2010, and recorded December 15, 2010 as Map No. 816 in the Cranston Land Evidence Records.

EXHIBIT A (cont.)

Legal Description - 504 Gaskill Street, Woonsocket, Rhode Island

A certain parcel of land together with all the building and improvements thereon situated on the northerly side of Gaskill Street, partly in the City of Woonsocket, County of Providence and State of Rhode Island, and partly in the Town of Blackstone, County of Worcester and Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the northerly line of said Gaskill Street, in said City of Woonsocket, which is one hundred fifty-nine (159) feet measured on a course of N. $86^{\circ} 10'$ E. from the corner formed by the intersection of said northerly line of Gaskill Street with the easterly line of Warner Street, said point of beginning being the southwesterly corner of the parcel hereby described and the southeasterly corner of land now or formerly of Leo P. and Joan D. Desrochers, now or formerly, being lot numbered 51 (fifty-one) on that certain plat entitled, "Highland Terrace Woonsocket and Blackstone Scale 100 ft - 1 inch. April, 1900 C.E. Varney, C. E.", which plat is recorded in the Registry of Deeds in said City of Woonsocket in Plat Book 7, Page 11 with a copy thereof on Plat Card 120, and which plat is recorded in the Registry of Deeds in said County of Woonsocket in Book 453 at page 173; thence N. $3^{\circ} 50'$ W., bounding westerly in part on said lot numbered 51 (fifty-one) and crossing the Rhode Island-Massachusetts State Line and partly on lot numbered 58 (fifty-eight:) on said plat in all two hundred (200) feet to lot numbered 59 (fifty-nine) on said plat; thence N. $86^{\circ} 10'$ E., bounding northerly in part on said lot numbered 59 (fifty-nine) and in part on lot numbered 60 (sixty) on said plat, in all seventy-seven (77) feet to land now or formerly of Oskars and Maryanna Grauzitis, now or formerly; thence S. $3^{\circ} 50'$ E., bounding easterly on said last named land and recrossing said state line, in all two hundred (200) feet to said Gaskill Street, thence S, $86^{\circ} 10'$ W., bounding southerly on said Gaskill Street, seventy-seven (77) feet to the point of beginning.

The described premises comprise the whole of lot numbered 50 (fifty) together with portions of lots numbered 48 (forty-eight) and 49 (forty-nine) on the aforesaid plat.

Together with the right to this grantee and its assigns to use, maintain, repair and replace the existing six (6) inch sewer pipe which leads from the dwelling house on the above conveyed premises in a southeasterly direction across the extreme southwesterly corner of land now or formerly of Oskars and Mary Grauzitis to the public sewer in said Gaskill Street as set forth and reserved in deed from Margaret B. Gendron and others to Stanislas and Gilberte Valois dated July 12, 1952 and recorded in the Registry of Deeds in said City of Woonsocket in Deed Book 453 at page 173 and recorded in the Registry of Deeds in said County of Blackstone in Deed Book 6407 at page 173.

EXHIBIT A (cont.)

61 Harkness Road, North Smithfield, Rhode Island

Said tract lies southerly of the homestead of the late Southwick Harkness and bounded on the north by the road running from the said Harkness place to the Wilson Tomb on the Millville Road, on the west by land formerly of Wilson, on the south by land of the Blackstone Manufacturing Co., and on the east by land of said Southwick Harkness deceased estate.

Subject to a possible easement of the American Telephone and Telegraph Company of Rhode Island, dated January 17, 1967 and recorded in Book 75 at page 51 in said Land Evidence Records of the Town of North Smithfield.

Being the same premises conveyed to Francis A. Lambert and Rose Marie Lambert formerly Rose Marie Roy, by deed from Lorraine A. McGale, dated February 27, 1982 and recorded in Book 98 at page 198 in the said Land Evidence Records of the Town of North Smithfield.

110 West Wrentham Road, Cumberland, Rhode Island

A certain parcel of land with all the buildings and improvements thereon situated on the northwesterly side of West Wrentham Road in the Town of Cumberland, County of Providence and State of Rhode Island, being laid out and designated as Parcel No. 1 on that certain unrecorded plat entitled, "Map of Land in Cumberland Rhode Island Belonging to Laurence and Caroline J. Gardner by Waterman Eng. Co. March, 1966". Said parcel is bounded and described as follows:

Beginning at a drill hole in the northwesterly line of said West Wrentham Road at the end of a stone wall said point of beginning being the southeasterly corner of the parcel hereby conveyed and the most easterly corner of land of William S. and Jacqueline A. Holloway; thence westerly at an interior angle of $123^{\circ} 16'$ turned from said road line of one hundred one and $45/100$ (101.45) feet to a drill hole in wall; thence continuing westerly at an interior angle of $187^{\circ} 03'$ ninety-five and $36/100$ (95.36) feet, the last two lines being along walls and bounding southerly on said Holloway land; thence northerly at an interior angle of $92^{\circ} 06'$, bounding westerly on said Holloway land, partly along a wall, two hundred two and $25/100$ (202.25) feet to a stake at another stone wall at land of Frederick Blackall, Jr.; thence northeasterly at an interior angle of $113^{\circ} 58'$, along a wall and bounding northeasterly at an interior angle of $113^{\circ} 58'$, along a wall and bounding northwesterly on said Blackall land, seven hundred thirty-four and $32/100$ (734.32) feet to a drill hole in boulder at West Wrentham Road; thence southwesterly at an interior angle of $23^{\circ} 37'$, bounding southeasterly on said Wrentham Road, seven hundred four and $88/100$ (704.88) feet to said Holloway land at the point of beginning.

EXHIBIT A (cont.)

11 Gilfillan Road, North Smithfield, Rhode Island

That certain lot parcel of land, together with all the buildings and improvements thereon, situated on the southerly side of O'Donnell Avenue and on the easterly side of Gilfillan Road in the Town of North Smithfield, County of Providence, State of Rhode Island, laid out and designated as Lot No. 6 (six) on that plat entitled: "AMENDED PLAT OF O'DONNELL TERRACE LOTS FOR SALE BY JOSEPH H. AND ESMOND G. O'DONNELL UNION VILLAGE NORTH SMITHFIELD, R.I. DECEMBER, 1952 REVISED MAY, 1953 G. BERTRAND BIBEALUT, CIVIL ENGINEERING, WOONSOCKET, R.I.," which said plat is recorded in the Records of Land Evidence of the Town of North Smithfield on Plat Card 121.

Also, that parcel of land, together with all the improvements thereon, situated in the Town of North Smithfield as aforesaid, bounded and described as follows: Beginning at a point on the southerly side of O'Donnell Avenue at the northeasterly corner of land hereinabove described, and being the northwesterly corner of the lot hereby described; thence North 52 degrees 14' East with said O'Donnell Avenue, thirty (30) feet; thence South 31 degrees 55' 06" East one hundred twenty-two and seventy-six one-hundredths (122.76) feet to land now or formerly of Ralph R. and Mary S. Coppola; thence South 52 degrees 14' West with said Coppola land, sixty-two and six one-hundredths (62.06) feet to said land hereinabove described; thence North 17 degrees 43' West with said land hereinabove described one hundred thirty (130) feet to the point of beginning