

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| | |
|---|--------------|
| A NAME & PHONE OF CONTACT AT FILER (optional) | |
| UCC Filing Department | 800-828-0938 |
| B E-MAIL CONTACT AT FILER (optional) | |
| Alb.UCC.Filings@cogencyglobal.com | |
| C SEND ACKNOWLEDGMENT TO: (Name and Address) | |
| COGENCY GLOBAL INC. 194 Washington Avenue Suite 310 Albany, NY 12210 | |

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 | | | | |
| BAYSIDE A APARTMENTS LLC | | | | |
| OR | 1b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 75 Lambert Lind Highway | Warwick | RI | 02886 | |

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 | | | | |
| EASTERN BANK | | | | |
| OR | 3b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 265 Franklin Street | Boston | MA | 02110 | |

4. COLLATERAL This financing statement covers the following collateral:

All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain MORTGAGE AND SECURITY AGREEMENT dated as of August 30, 2022 (the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Schedule A attached hereto and made a part hereof.

| | |
|--|--|
| 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 Transmitting 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"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor | |
| 8. OPTIONAL FILER REFERENCE DATA. | |
| Filed with: RI - Secretary of State - CM # 17083.00534 | F#893102 A#1221914 |

SCHEDULE A

All of the following described property (hereinafter collectively referred to as the "Property"):

(a) All of the Debtor's right, title, and interest in and to that certain tract or parcel of land located in the State of Rhode Island, located at 212 Sandy Lane, Warwick, Kent County, Rhode Island, more particularly described in Exhibit A attached hereto and by this reference made a part hereof, together with all right, title and interest of Debtor, including any after-acquired title or reversion, in and to the rights-of-ways, streets and alleys adjacent thereto, and all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewers, sewer rights, waters, water courses, water rights and powers, oil, gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the land or under or above same, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to said tract or parcel of land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same (hereinafter collectively referred to as the "Land"); and

(b) All buildings, structures, parking areas, landscaping, and other improvements of every nature now or hereafter situated, erected or placed on the Land (hereinafter referred to as the "Improvements"), and all materials intended for construction, reconstruction, alteration and repairs of the Improvements now or hereafter erected, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land; and

(c) All fixtures, machinery, equipment, furniture, inventory, building supplies, appliances and other articles of personal property and all materials intended for construction, reconstruction, alteration and repairs of the Improvements, owned by the Debtor (hereinafter collectively referred to as the "Personal Property"), including, but not limited to, all gas and electric fixtures, radiators, heaters, furnaces, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, commodes, basins, pipes, faucets and other plumbing, heating and air conditioning equipment, mirrors, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, light fixtures, signs, lawn equipment, water heaters, and cooking apparatus and appurtenances, and all other fixtures and equipment now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, maintenance, use, operation, or enjoyment of the Land or the Improvements, whether installed in such a way as to become a part thereof or not, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of Debtor in and to any of the foregoing now owned or hereafter acquired by Debtor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a

part of the Improvements as between the parties hereto and all persons claiming by, through or under them; and

(d) All right, title and interest of Debtor in and to all funds held by Secured Party in any reserve replacement account, deferred maintenance account, or in any account established for taxes or insurance payments, all policies of insurance, licenses, franchises, permits, service contracts, maintenance contracts, property management agreements, equipment leases, tradenames, trademarks, servicemarks, logos, goodwill, accounts, chattel paper and general intangibles as defined in the Uniform Commercial Code as enacted in the State of Rhode Island, which in any way now or hereafter belong, relate or appertain to the Land, the Improvements or the Personal Property or any part thereof now owned or hereafter acquired by Debtor, including, without limitation, all condemnation payments, insurance proceeds, tax abatements, and escrow funds (hereinafter referred to as the "Intangible Property"); and

(e) All of Debtor's right, title, and interest in all present and future leases, tenancies, occupancies and licenses, whether written or oral ("Leases"), of the Land, the Improvements, the Personal Property and the Intangible Property, or any combination or part thereof, and all income, rents, issues, royalties, profits, revenues, security deposits and other benefits of the Land, the Improvements, the Personal Property and the Intangible Property, from time to time accruing, all payments under Leases, and all payments on account of oil and gas and other mineral Leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same (hereinafter collectively referred to as the "Revenues");

(f) All purchase and sale agreements now or hereafter entered into with respect to the Land or the Improvements, or any portion thereof, or any condominium units into which the Real Estate may be converted including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the purchasers of their obligations thereunder (hereinafter collectively referred to as the "Purchase and Sale Agreements");

(g) All the right, title, and interest of Debtor in and to all construction contracts, subcontracts, architectural agreements, labor, material and payment bonds, guaranties and warranties, permits, licenses, approvals, and plans and specifications relating to the construction, reconstruction, repair or replacement of Improvements on the Land, whether now or hereafter existing, including, without limitation (i) any architectural or engineering agreement entered into with respect to the design of said Improvements and other architectural or engineering services, (ii) the plans and specifications for the construction of said Improvements prepared by the architect, and (iii) any contractor's agreement entered into with respect to construction of Improvements on the Land (hereinafter collectively referred to as the "Contracts");

(h) All proceeds, products, substitutions and accessions of the foregoing of every type.

Capitalized terms used but not otherwise defined herein or in the Uniform Commercial Code shall have the meanings given them in the Mortgage.

Exhibit "A"
Property Description

THAT CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF SANDY LANE AND NORTHERLY OF WARNER BROOK DRIVE IN THE CITY OF WARWICK, COUNTY OF KENT, STATE OF RHODE ISLAND AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25.00 FEET LEFT OF CENTERLINE STATION 29 + 54.43 ON RHODE ISLAND HIGHWAY PLAT NO. 1143 (SANDY LANE). SAID POINT ALSO BEING THE EASTERLY CORNER OF LAND NOW OR FORMERLY OF LEONARDO GIARUSSO AND THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE RUNNING IN A SOUTHWESTERLY DIRECTION, BOUNDED WESTERLY BY SAID GIARUSSO LAND, A DISTANCE OF 432.50 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF 270° 00' 00" AND RUNNING IN A NORTHWESTERLY DIRECTION, BOUNDED NORTHEASTERLY BY SAID GIARUSSO LAND, A DISTANCE OF 98.71 FEET TO A POINT AT LAND NOW OR FORMERLY OF LAWRENCE D. MEDEIROS;

THENCE TURNING AN INTERIOR ANGLE OF 90° 00' 00" AND RUNNING IN A SOUTHWESTERLY DIRECTION, BOUNDED NORTHWESTERLY IN PART BY SAID MEDEIROS LAND; IN PART BY LAND NOW OR FORMERLY OF ANTHONY M. & PATRICIA A. PRATTICO, IN PART BY LAND NOW OR FORMERLY OF ANTHONY M. & PATRICIA A. PRATTICO, IN PART BY LAND NOW OR FORMERLY OF PASCO B. AND MARIE F. FARGNOLI AND IN PART BY LAND NOW OR FORMERLY OF GEORGE C. AND LISA CHIARILLO, A DISTANCE OF 255.00 FEET TO A POINT AT LAND NOW OR FORMERLY OF MARSHA A. MCGINITY;

THENCE TURNING AN INTERIOR ANGLE OF 90° 00' 00" AND RUNNING IN A SOUTHEASTERLY DIRECTION, BOUNDED SOUTHWESTERLY IN PART BY SAID MCGINITY LAND, IN PART BY LAND NOW OR FORMERLY OF ROBERT J. AND MARY L. BONETTI, IN PART BY LAND NOW OR FORMERLY OF ANTHONY M. JR. AND MARION M. TAVARES, IN PART BY LAND NOW OR FORMERLY OF WILLIAM A. AND COLLEEN A. GRAY, IN PART BY LAND NOW OR FORMERLY OF KULBHUSHAN P. AND USHA K. NEHRA AND IN PART BY WARNER BROOK ROAD, A DISTANCE OF 629.51 FEET TO AN ANGLE POINT IN THE NORTHWESTERLY LINE OF SAID WARNER BROOK ROAD, A PUBLIC RIGHT OF WAY OF VARIABLE WIDTH;

THENCE TURNING AN INTERIOR CHORD ANGLE OF 117° 47' 45" AND RUNNING IN A GENERAL NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 310.00 FEET, A DELTA

OF 20° 15' 17" AND A LENGTH OF 109.59 FEET TO A POINT OF TANGENCY;

THENCE TURNING AN INTERIOR CHORD ANGLE OF 190° 07' 38" AND RUNNING IN A NORTHEASTERLY DIRECTION, BOUNDED SOUTHEASTERLY BY SAID WARNER BROOK DRIVE, A DISTANCE OF 141.08 FEET TO A POINT OF CURVATURE;

THENCE TURNING AN INTERIOR CHORD ANGLE OF 135° 02' 31" AND RUNNING IN A GENERAL NORTHERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA OF 89° 54' 59" AND A LENGTH OF 39.23 FEET TO A POINT OF TANGENCY ON THE WESTERLY LINE OF SANDY LANE;

THENCE TURNING AN INTERIOR ANGLE OF 135° 02' 31" AND RUNNING IN A NORTHERLY DIRECTION, BOUNDED EASTERLY BY SANDY LANE, A DISTANCE OF 549.27 TO A POINT OF CURVATURE;

THENCE TURNING AN INTERIOR ANGLE OF 166° 43' 20" AND RUNNING IN A GENERAL NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 554.20 FEET, A DELTA OF 26° 33' 30" AND A LENGTH OF 256.86 TO THE POINT AND PLACE OF BEGINNING.

THE LAST MENTIONED COURSE AND THE FIRST MENTIONED COURSE FORM AN INTERIOR CHORD OF 65° 16' 16".

THE PARCEL AREA IS 7.75 ACRES.

MEANING AND INTENDING TO DESCRIBE THAT PARCEL SHOWN ON THAT PLAN ENTITLED "EXISTING CONDITIONS AND SURVEY PLAN BAYSIDE APARTMENTS SECTION A LOCATED IN WARWICK, RHODE ISLAND ASSESSOR'S PLAT 353 LOT 62 PREPARED BY DIPRETE ENGINEERING ASSOCIATES, INC. ENGINEERING, SURVEYING AND PLANNING CONSULTANTS 75 SOCKANOSSET CROSSROAD SUITE 300 CRANSTON, RI 02920 (401) 943-1000 FAX: (401) 464-6006 PREPARED FOR PILGRIM LAND DEVELOPERS, INC. 75 LAMBERT LIND HIGHWAY WARWICK, RI 02886 SHEET 1 OF 1 MAY 4, 1999 SCALE 1" = 50'.

TOGETHER WITH THE RIGHT TO USE FOR ANY AND ALL HIGHWAY PURPOSES THE ROADWAY MORE SPECIFICALLY DESCRIBED IN THAT INSTRUMENT RECORDED AMONG THE LAND RECORDS AT BOOK 402 AT PAGE 578;

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN DRAINAGE EASEMENT AS SET FORTH ON PLAN REFERENCE 5 AND 7;

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN 10' WIDE DRAINAGE EASEMENT SET FORTH IN THAT INSTRUMENT RECORDED

AMONG THE LAND RECORDED AT BOOK 422, PAGE 917.

TOGETHER WITH ALL RIGHTS AND PRIVILEGES CONTAINED IN THE ACCESS AGREEMENT RECORDED IN BOOK 3764 AT PAGE 121, AS AMENDED AND RESTATED BY AMENDED AND RESTATED ACCESS AGREEMENT RECORDED IN BOOK 8343 AT PAGE 125.

AS SHOWN ON THAT CERTAIN PLAT OF SURVEY ENTITLED "ALTA/ACSM LAND TITLE SURVEY BAYSIDE APARTMENTS, SECTION A LOCATED IN WARWICK, RHODE ISLAND ASSESSORS PLAT 353 LOT 85 PREPARED BY DIPRETE ENGINEERING ASSOCIATES, INC. ENGINEERING, SURVEYING, AND PLANNING CONSULTANTS 75 SOCKANOSSET CROSSROAD SUITE 300 CRANSTON, R.I. 02920 (401) 943-1000 FAX: (401) 464-6006 PREPARED FOR THE PICERNE REAL ESTATE GROUP C/O PILGRIM LAND DEVELOPERS, INC. 75 LAMBERT LIND HIGHWAY WARWICK, RI 02886 MAY 4, 1999; REVISED JUNE 27, 2001; REVISED JULY 20, 2001; REVISED AUGUST 31, 2001; LAST REVISED: SEPTEMBER 7, 2001 DWN BY G.A.M."

FOR REFERENCE ONLY:

212 Sandy Lane
Warwick, Rhode Island
APLAT: 353 LOT: 62
3343973.1