

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michelle A. MacKnight (401) 521-7000
B. E-MAIL CONTACT AT FILER (optional) mmacknight@rcfp.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> Edward G. Avila, Esq. Roberts Carroll Feldstein & Peirce 10 Weybosset Street, Suite 800 Providence, RI 02903 </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 Blount Realty Company				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 461 Water Street		CITY Warren	STATE RI	POSTAL CODE 02885
				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 Water Street Dock Co., Inc.				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 461 Water Street		CITY Warren	STATE RI	POSTAL CODE 02885
				COUNTRY USA

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 Bank Rhode Island				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

4. **COLLATERAL:** This financing statement covers the following collateral:

See Exhibit "A" attached hereto and incorporated herein by reference.

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: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <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: Our File No. 2116-740	

Filed with the Rhode Island Secretary of State

EXHIBIT A

Debtor: Blount Realty Company
Water Street Dock Co., Inc.
461 Water Street
Warren, Rhode Island 02885

Secured Party: Bank Rhode Island
One Turks Head Place
Providence, Rhode Island 02903

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, 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 Premises (as hereinafter defined), 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 hereinafter set forth.

C. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits that the 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.

D. RECORDS: All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real

estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Premises" shall mean the real estate of the Debtor located at 461, 463, 465 Water Street (Plat 6 Lot 11, 25, 98, 99, 107, 109, 114) Warren, Rhode Island, which real estate is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable

to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

2116-740 (3857876)

EXHIBIT B

[LEGAL DESCRIPTION]

EXHIBIT B

Parcel 1

That tract of land, with all buildings and improvements thereon, situated in the Town of Warren in the State of Rhode Island, bounded and described as follows:

Beginning at a stone bound at a corner of the premises hereby conveyed and at a corner of land now or lately of Luther H. Blount et ux, and located one hundred seventeen and 85/100 (117.85) feet northerly from the northeasterly corner of land formerly of Daniel B. Luther and more recently of Luther H. Blount et al; thence turning an exterior angle of 88° 19' with the westerly line of South Water Street and running westerly bounding southerly on land now or lately of Luther H. Blount and wife sixty-one and 97/100 (61.97) feet to an angle; thence turning an exterior angle of 169° 59' 33" and continuing westerly bounding southerly on the last mentioned land thirty-eight and 93/100 (38.93) feet to an angle; thence turning an exterior angle of 162° 32' and continuing westerly bounding southerly on said last mentioned land nineteen and 21/100 (19.21) feet to land now or latterly of Blount Sea Food Corporation; thence turning an interior angle of 160° 57' and running westerly bounding southerly on said last mentioned land forty-one and 32/100 (41.32) feet to an angle; thence turning an interior angle of 176° 20' and continuing westerly bonding southerly on the last mentioned land one hundred sixty-one and 73/100 (161.73) feet to a stone bound; thence turning an interior angle of 96° 40' and running southerly bounding easterly on said land of Blount Sea Food Corporation one hundred eight and 85/100 (108.85) feet to the northerly line of the aforementioned land formerly of Daniel B. Luther; thence turning an interior angle of 95° 00' 30" and running westerly bounding southerly on said Luther land to a pipe set in the shore of the Warren River; thence northwesterly in a straight line one hundred sixteen and 90/100 (116.90) feet to another pipe set in the shore of the Warren River; thence northerly bounding westerly on the Warren River eighty-one and 50/100 (81.50) feet to a point in the southerly line or in range with the southerly line of land of the Town of Warren, thence easterly bounding northerly on said land now or lately of the Town of Warren to land now or lately of Mary E. Blount; thence southerly bounding easterly on the last mentioned land thirty five and 90/100 (35.90) feet to a corner; the northerly line of a twelve (12) foot roadway running westerly from South Water Street; thence easterly bounding northerly on land now or lately of Mary E. Blount forty-nine and 86/100 (49.86) feet to said South Water Street; thence southerly bounding easterly on South Water Street twelve and 1/100 (12.01) feet to the stone bound at the point of beginning.

Subject, however, to any rights of others to use said roadway twelve (12) feet in width extending westerly from South Water Street and hereinabove referred to.

Also, that tract of land, with all buildings and improvements thereon, situated in the Town of Warren in the State of Rhode Island, in the rear of the westerly side of South Water Street, so-called, bounded and described as follows:

Beginning at a point in the southerly line of Blount Road, so-called, said point of beginning being the northwesterly corner of land now or latterly or Mary E. Blount; thence running westerly bounding northerly on said Blount Road two hundred twenty-two and 26/100

(222.26) feet, more or less, to a stone bound; thence turning an angle of 96° 40' and running southerly bounding westerly on said Blount Road one hundred eight and 85/100 (108.85) feet, more or less, to land now or lately of Daniel B. Luther Estate; thence turning and running easterly following a division line as agreed upon with Daniel B. Luther two hundred sixteen and 76/100 (216.76) feet, more or less, to other land now or lately of said Mary E. Blount; thence turning and running northerly bounding easterly by said Mary E. Blount land to the point of beginning, or however otherwise the same may be bounded and described.

Property address:
461 Water Street
Warren, RI
AP 6, Lot 99

Parcel 2

That certain tract or parcel of land, situated in the Town of Warren and State of Rhode Island, on the westerly side of South Water Street, with a garage thereon, bounded and described as follows:

Beginning at the southeasterly corner of the premises hereby conveyed, at a point on the westerly side of said South Water Street twelve and 01/100 (12.01) feet northerly from a stone bound in the northeasterly corner of land; said stone bound being located one hundred seventeen and 85/100 (117.85) feet northerly from the northeast corner of land formerly of Daniel B. Luther, now deceased; thence running northerly bounding easterly on said South Water Street thirty-eight and 51/100 (38.51) feet to land now or lately of St. Mary's Church; thence turning an interior angle of 85° 19' 20" and running westerly bounding northerly on said Church land fifty (50) feet to a point for a corner; thence turning and running southerly, parallel with said South Water Street, thirty-five and 90/100 (35.90) feet to a 12-foot roadway running westerly from South Water Street; thence turning an interior angle of 88° 19' and running easterly bounding southerly on said roadway forty-nine and 86/100 (49.86) feet to said South Water Street at the point of beginning. Be all of said measurements more or less or however otherwise the same may be bounded and described.

Together with the right to use said 12-foot roadway, for ingress and egress.

Property address:
461 Water Street
Warren, RI
AP 6, Lot 107

Parcel 3

That certain parcel of real estate together with all the buildings and improvements thereon situated in said Town of Warren and bounded and described as follows:

Beginning at a stone bound set in the westerly line of Water Street at the northeasterly corner of the land herein conveyed, making an angle of $88^{\circ} 19'$ with the westerly line of said Water Street; thence running in a generally westerly direction sixty-one and $97/100$ (61.97) feet bounded northerly on land now or lately of E.B. Blount Son's Inc.; thence turning an interior angle of $169^{\circ} 55' 33''$ and running in a generally westerly direction thirty-eight and $93/100$ (38.93) feet bounding northerly on said land of E.B. Blount Son's, Inc.; thence turning an interior angle of $162^{\circ} 32'$ and running in a generally southwesterly direction nineteen and $21/100$ (19.21) feet bounding northwesterly on said land of E.B. Blount Son's, Inc. to a stone bound; thence turning an interior angle of $118^{\circ} 13' 07''$ and running in a generally southerly direction fifty-one and $14/100$ (51.14) feet bounding westerly on land now or lately of Blount Sea Food Corp.; thence turning an interior angle of $85^{\circ} 25' 20''$ and running in a generally easterly direction one hundred fifteen and $98/100$ (115.98) feet bounding southerly on land now or formerly of Luther H. and Mary E. Blount to the westerly line of said Water Street at a point fifty-eight and $93/100$ (58.93) feet north of the northeast corner of land now or formerly of the Estate of D.B. Luther; thence turning an interior angle of $95^{\circ} 35'$ and running in a generally northerly direction along the westerly line of said Water Street a distance of fifty-eight and $93/100$ (58.93) feet to the point of beginning. Be all of said measurements more or less or however otherwise the same may be bounded and described.

Property address:
461 Water Street
Warren, RI
AP 6, Lot 114

Parcel 4

That parcel of land, with all buildings and improvements thereon, situated on the westerly side of Water Street in the Town of Warren and State of Rhode Island, bounding

EASTERLY on Water Street about one hundred ten and $23/100$ (110.23) feet,
SOUTHERLY on land now or lately of Adolph M. Primiano and wife about three hundred sixty four (364) feet,
WESTERLY on the Warren River about one hundred fifty (150) feet,
NORTHERLY on land now or lately of Luther H. Blount and wife about one hundred seventy (170) feet,
EASTERLY on land now or lately of said Luther H. Blount and wife about forty one and $55/100$ (41.55) feet, and
NORTHERLY again on land now or lately of said Luther H. Blount and wife about two hundred (200) feet.

However otherwise described, meaning and intending to convey and hereby conveying the same premises conveyed to James A. Kenyon and Mabel A. Kenyon, his wife, by three deeds, one from Laura Burleigh et al, dated November 13, 1946 and recorded in the Records of Land Evidence in said Town of Warren in Book 66 at page 604, one from Wilbur L. Smith and Caroline M. Smith, his wife, dated June 7, 1952 and recorded in said Records in Book 80 at page

131, and one from Jerome A. Bernstein and Anna P. Bernstein, his wife, dated March 12, 1954 and recorded in said Records in Book 80 at page 512.

Excepting those parcels conveyed in Book 120 at Page 833.

Together with all of the Grantors' right, title and interest in and to any rights appurtenant to said parcel.

Subject to a right of way ten (10) feet in width extending over and across said parcel from Water Street westerly to the Warren River as set forth in deed of premises situated on the westerly side of Water Street, next northerly of the premises hereby conveyed, from Laura Burleigh et al to Adrian B. Coutanche and Lydia E. Coutanche, his wife, dated January 25, 1945 and recorded in said Records in Book 66 at page 352.

Subject, also, to easement from James A. Kenyon and wife to The Narragansett Electric Company et al, dated December 13, 1946 and recorded in said Records in Book 72 at page 42.

Also, beginning at the southeasterly corner of the parcel herein conveyed, on the northerly side of a right of way, extending from Water Street in said Town of Warren to the Warren River, and from thence running westerly a distance of 100 feet bounded southerly by said right of way to land now or formerly of James A. and wife Mabel A. Kenyon; thence turning and running northerly a distance of 41.55 feet more or less, bounding westerly on said Kenyon land to land now or formerly of Luther H. and Mary H. Blount; thence turning and running easterly, bounding northerly by said Blount land a distance of 100 feet to other land now or lately of Luther H. and Mary H. Blount; thence turning and running southerly a distance of 41.55 feet, more or less, bounded easterly by said Blount land to said right of way from said Water Street to the Warren River, and the point or place of beginning.

Together with the right to pass and repass on foot or with vehicles over aforesaid right of way.

Subject to any easement which may exist because of pipes laid in the ground.

Also, beginning at the northeasterly corner of said lot at a point in the westerly side of Water Street in said Town of Warren and at the southeasterly corner of land formerly of Daniel B. Luther; thence westerly bounding northerly on the last named land 100 feet to land now or lately of Richard C. Hearn et al; thence turning an interior angle of 90° and running southerly bounding westerly on the last named land 41.55 feet to land now or lately of James A. Kenyon et al; thence turning an interior angle of 90° 10' and running easterly bounding southerly on the last named land 100 feet to said Water Street; thence turning an interior angle of 89° 50' and running northerly bounding easterly on said Water Street 41.84 feet to the place of beginning.

Property address:

461 & 463 Water Street

Warren, RI

AP 6, Lots 25 & 109

Parcel 5

Beginning at a stone bound on the Westerly side of South Water Street, said point being the Southeasterly corner of the land herein conveyed, being the Northeasterly corner of land now or formerly of Daniel B. Luther Estate, thence running Westerly a distance of 105.63 feet, thence turning an Exterior angle of $185^{\circ} 12'$ and running 10 feet in a Westerly direction to a stone bound; thence turning an interior angle of $87^{\circ} 09' 20''$ and running in an Northerly direction 64.97 feet, adjoining land now or formerly of Blount Seafood Corporation to a stone bound; thence turning an interior angle of $94^{\circ} 34' 40''$ and running in an Easterly direction of 115.98 feet adjoining land now or formerly of Luther H. and Mary H. Blount, Joint Tenants, to a stone bound; thence turning an interior angle of $84^{\circ} 25'$ and running in a southerly direction a distance of 58.93 feet to the point of beginning, being the same as surveyed by J. A. Latham & Son, October 1952.

Property address:
461 Water Street
Warren, RI
AP 6, Lot 98

Parcel 6

Beginning at a point on the westerly line of South Water Street, in said Town of Warren, said point being the northeasterly corner of the lot herein described and the southeasterly corner of land now or lately of Mary E. Blount; thence southerly bounding easterly on said South Water Street 173.45 feet, more or less, to a corner at the northeasterly corner of land now or lately of Louis E. and Laura Burleigh; thence turning an interior angle of $90^{\circ} 6'$ and running westerly through a granite bound, which is one foot westerly of said westerly line of South Water Street, bounding southerly on said Burleigh land 363.80 feet, more or less, through a granite bound to the easterly shore of the Warren River; thence running in a general northerly direction following the easterly shore of said Warren River approximately 150 feet to the southerly line of said Blount property; thence turning and running easterly bounding northerly on said Blount property through a pipe on the line 310 feet, more or less, to a point; thence turning an interior angle of $185^{\circ} 12'$ and continuing easterly bounding northerly on said Blount property 105.63 feet to the point or place of beginning, said last course making an interior angle of $80^{\circ} 57'$ with said westerly line of South Water Street.

Property address:
465 Water Street
Warren, RI
AP 6, Lot 11