

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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| A NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141 | |
| B E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com | |
| C SEND ACKNOWLEDGMENT TO (Name and Address) 22970 - MCGUNGLE <div style="display: flex; justify-content: space-between;"><div>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071</div><div>93372719 RIRI</div></div> <div style="text-align: center; margin-top: 10px;">File with: Secretary of State, RI</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)

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|--|--|-----------------------------|--------------------------------------|-----------------------------|
| 1a ORGANIZATION'S NAME FORTIN HOLDINGS LLC | | | | |
| OR 1b INDIVIDUAL'S SURNAME | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c MAILING ADDRESS 65 Wheatfield Cove Road | | CITY Narragansett | STATE RI | POSTAL CODE 02882 |
| | | | 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 Webster Bank, National Association | | | | |
| OR 3b INDIVIDUAL'S SURNAME | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c MAILING ADDRESS 145 Bank Street | | CITY Waterbury | STATE CT | POSTAL CODE 06702 |
| | | | | COUNTRY USA |

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

I. **PREMISES:** 35 Potter Lane and 90 Fortin Road, South Kingstown, Rhode Island 02881 as more particularly described in the Exhibit A attached hereto (the "Mortgaged Property").

II. **IMPROVEMENTS:** All improvements now or hereafter situated upon the Mortgaged Property, together with all fixtures now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Property or the buildings or improvements thereon (collectively the "Improvements").

III. **EASEMENTS:** Any easement, bridge, or right of way, contiguous or adjoining the Mortgaged Property and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Mortgaged Property.

IV. **LEASES AND RENTS:** All of the Debtor's right, title and interest in and to any leases or other agreements for use of the Mortgaged Property or the Improvements and all rents, security deposits, and other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Mortgaged Property or the Improvements, as provided in a Mortgage Deed, Security Agreement and Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party. (continued on UCC1AD UCC Financing Statement Addendum)

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 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. **ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA**

93372719 170613

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

FORTIN HOLDINGS LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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)

V. PERSONAL PROPERTY & 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 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 Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE 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)

16. Description of real estate:

See Exhibit A attached hereto and incorporated herein by reference.

17. MISCELLANEOUS:

EXHIBIT "A"

Legal Description

Property 1:

The following premises in Little Rest Commons Condominium, situated in the Town of South Kingstown, County of Washington, State of Rhode Island, created by Declaration of Condominium dated December 16, 1985 and recorded on December 18, 1985 in Book 238 at Page 252 in the Records of Land Evidence in the Town of Kingstown, as amended by the Little Rest Commons Condominium First Amendment to Declaration of Plan, dated April 23, 2008 and recorded in Book 1318 at Page 307, and as the same may be amended, designated as Unit Number 2, together with all buildings and improvements thereon.

Together with the undivided appurtenant percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with the rights and easements appurtenant to said Unit as set forth in the Declaration.

The Unit is conveyed subject to and together with:

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitation of title, as set forth in the Declaration of Condominium and related By-laws of the Little Rest Commons Condominium, recorded on December 16, 1985 in Book 238 at Page 252 in said Land Evidence Records, as amended.

Said premises are conveyed SUBJECT TO and WITH the benefit of the Provisions of Rhode Island General Laws 34-36 et. seq., the Declaration of Condominium referred to above, the By-Laws set forth therein and the Rules and Regulations attached thereto as any or all of the above may be amended from time to time.

Meaning and intending to describe the same premises conveyed by Warranty Deed dated April 3, 2008 and recorded on May 1, 2008 in Book 1319 at Page 240 in the Official Records of the South Kingstown Town Recording Office.

PROPERTY ADDRESS:
(FOR REFERENCE PURPOSES ONLY)
90 Fortin Road, Unit 2
South Kingstown, RI
AP 23-2, Lot 16-2

Property 2:

That certain parcel or tract of land, together with all the buildings and improvements situated thereon, located on the westerly side of a private road in the Village of Kingston, Town of South Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at a drill hole on top of a stone wall at the northeasterly corner of the within described premises, it being the southeasterly corner of land now or formerly of Frank L. Woods et ux; thence northwesterly along a stone wall a distance of 85.56 feet to a drill hole in a boulder; thence at an interior angle of $176^{\circ}49'45''$ and running northwesterly along a stone wall a distance of 74.96 feet to an iron pipe; thence turning an interior angle of $185^{\circ}84'$ and running northwesterly along a stone wall a distance of 147.90 feet to a drill hole on top of a stone wall bounding northerly in part on land now or formerly of said Frank L. Woods et ux, and partly on land now or formerly of Harry K. Luke and partly on land now or formerly of the Kingston Congregational Church; thence turning an angle of $84^{\circ}39'15''$ and running southwesterly a distance of 141.30 feet to an iron pipe bounding northwesterly on land now or formerly of Samos A. Barden; thence continuing southwesterly bounding northwesterly on land now or formerly of Charles W. VanBenschoten et ux. 146 feet, more or less, to an iron pipe; thence running southeasterly bounding southwesterly on land now or formerly of George W. VanBenschoten 267.20 feet to a drill hole on the top of a stone wall; thence turning an interior angle of $90^{\circ}24'$ and running northeasterly along the westerly line of said private road which is 39.3 feet in width a distance of 293.26 feet to the point and place of beginning, or however otherwise bounded and described.

Meaning and intending to describe the same premises conveyed by Warranty Deed dated October 31, 2017 and recorded with the Land Evidence Records in the Town of South Kingstown on October 31, 2017 at 11:35 AM in Book 1657 at Page 1.

PROPERTY ADDRESS:
(FOR REFERENCE PURPOSES ONLY)
35 Potter Lane
South Kingstown, RI
AP 23-3, Lot 30

EXHIBIT B

A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.

B. Proceeds for Damage to the Mortgaged Property: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

C. 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 Mortgaged Property.

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

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 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 therefore; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning 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 therefore, 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 therefore.

"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.

"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 Mortgaged Property, (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 Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.