

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Marc Titchenell, Esq. 401.941.7500 Ext. 110	
B E-MAIL CONTACT AT FILER (optional)	
C SEND ACKNOWLEDGMENT TO (Name and Address) McGunagle Hentz, PC Attn: Marc Titchenell, Esq. 2088 Broad Street Cranston, RI 02905	

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 Atlantic-N.E. Property Management, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 678 George Washington Highway		CITY Lincoln	STATE RI	POSTAL CODE 02865
			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 ASSIGNOR of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Rhode Island Housing and Mortgage Finance Corporation				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 44 Washington Street		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral:

I. PREMISES: 190 and 194 Old County Road, Smithfield, Rhode Island 02917, 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 ALTERNATE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8 OPTIONAL FILER REFERENCE DATA

RI Secretary of State_MIP

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9 NAME OF FIRST DEBTOR Same as line 1a or 1b of Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a ORGANIZATION'S NAME

Atlantic-N.E. Property Management, 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)

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 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.

EXHIBIT A

ALL THAT CERTAIN tract or parcel of land with all buildings and improvements thereon, situated in the Town of Smithfield, County of Providence, State of Rhode Island, bounded and described as follows:

COMMENCING at a point, said point being a Rhode Island Highway Bound, said bound being twenty-five (25) feet left of centerline station 28+82.91 as shown on Rhode Island Highway Plat No. 946;

thence proceeding in a northwesterly direction a distance of seven and 43/100 (7.43) feet, along the southwesterly line of Old County Road, to the point and place of beginning;

thence turning an interior angle of 90°-00'-00" against the southwesterly line of Old County Road and proceeding in a southwesterly direction a distance of one hundred twenty-seven and 71/100 (127.71) feet, bounded southeasterly by land now or formerly of SR Land Improvements LLC, to a point;

thence turning an interior angle of 267°-51'-03" and proceeding in a southeasterly direction a distance of two hundred eight and 20/100 (208.20) feet, bounded northeasterly by said SR Land Improvements LLC land, to a point on a stone wall;

thence turning an interior angle of 95°-12'-39" and proceeding in a southwesterly direction a distance of one hundred ninety and 81/100 (190.81) feet along a stone wall, bounded southeasterly by land now or formerly of Lisa A. Valerio, to a drill hole;

thence turning an interior angle of 203°-42'-22" and proceeding in a southwesterly direction a distance of one hundred fifty-four and 67/100 (154.67) feet along a stone wall, bounded southeasterly by said Valerio land, to a drill hole;

thence turning an interior angle of 218°-24'-22" and proceeding in a southeasterly direction a distance of two hundred ninety-seven and 51/100 (297.51) feet along a stone wall, bounded northeasterly in part by said Valerio land and in part by land now or formerly of James J. Grinnell, to a point;

thence turning an interior angle of 181°-01'-54" and proceeding in a southeasterly direction a distance of one hundred forty-four and 75/100 (144.75) feet along a stone wall, bounded northeasterly by said Grinnell land, to a spike at the end of a stone wall;

thence turning an interior angle of 180°-06'-47" and proceeding in a southeasterly direction a distance of five hundred fifty-nine and 67/100 (559.67) feet, bounded northeasterly in part by said Grinnell land, in part by land now or formerly of Francis Harris and in part by land now or formerly of John R. D'Angelo, to a point;

thence turning an interior angle of 79°-38'-57" and proceeding in a southwesterly direction a distance of four hundred four and 12/100 (404.12) feet, bounded southeasterly by land now or formerly of David M. & Jeanette D'Angelo, to an iron pipe in stones;

thence turning an interior angle of 156°-02'-03" and proceeding in a southwesterly direction a distance of one hundred fifteen and 31/100 (115.31) feet, bounded southeasterly by land now or formerly of Stephen P. & Barbara A. Kelley, to a point;

thence turning an interior angle of $150^{\circ}-46'-16''$ and proceeding in a northwesterly direction a distance of five hundred ninety and $99/100$ (590.99) feet, bounded southwesterly by in part by land now or formerly of Roberta A. Chevoya, Trustee, in part by land now or formerly of Daniel J., Jr. & Rhonda Cyr, in part by land now or formerly of James G. Norberg & Christine A Guertin, in part by land now or formerly of Ernest E. & Sandra J. Aldrich, in part by land now or formerly of Sandra Aldrich, and in part by land now or formerly of Ernest E. & Sandra J. Aldrich, to an iron rod;

thence turning an interior angle of $133^{\circ}-32'-57''$ and proceeding in a northwesterly direction a distance of two hundred one and $23/100$ (201.23) feet, bounded southwesterly by land now or formerly of Pamela A. Golovich, to a drill hole at the end of a stone wall;

thence turning an interior angle of $180^{\circ}-11'-00''$ and proceeding in a northwesterly direction a distance of one hundred fifty-one and $34/100$ (151.34) feet along a stone wall, to a drill hole;

thence turning an interior angle of $168^{\circ}-40'-06''$ and proceeding in a northwesterly direction a distance of seventy-five and $05/100$ (75.05) feet along a stone wall, to a drill hole at the end of a stone wall;

thence turning an interior angle of $175^{\circ}-42'-08''$ and proceeding in a northwesterly direction a distance of two hundred thirty and $19/100$ (230.19) feet, to a point;

thence turning an interior angle of $159^{\circ}-04'-15''$ and proceeding in a northeasterly direction a distance of two hundred twenty-eight and $63/100$ (228.63) feet, to a point at the end of a stone wall;

thence turning an interior angle of $161^{\circ}-09'-55''$ and proceeding in a northeasterly direction a distance of forty-nine and $58/100$ (49.58) feet along a stone wall, to a drill hole;

thence turning an interior angle of $202^{\circ}-21'-28''$ and proceeding in a northeasterly direction a distance of one hundred eighty-one and $84/100$ (181.84) feet along a stone wall, to a point;

thence turning an interior angle of $256^{\circ}-31'-49''$ and proceeding in a northwesterly direction a distance of one hundred ten and $00/100$ (110.00) feet, to a point.

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding in a northeasterly direction a distance of one hundred forty-eight and $58/100$ (148.58) feet, to a point;

thence turning an interior angle of $117^{\circ}-22'-52''$ and proceeding in a southeasterly direction a distance of one hundred seventy-six and $53/100$ (176.53) feet, to a point;

thence turning an interior angle of $224^{\circ}-27'-35''$ and proceeding in a northeasterly direction a distance of one hundred twenty and $00/100$ (120.00) feet, to a point on the southwesterly line of Old County Road;

The last ten courses are bound by said Golovich land;

thence turning an interior angle of $108^{\circ}-09'-33''$ and proceeding in a southeasterly direction a distance of one hundred eighteen and $07/100$ (118.07) feet along the southwesterly line of Old County Road, to the point and place of beginning;

The last mentioned course forms an interior angle of 90°-00'-00" with the first mentioned course.

BEING shown as "A.P. 32 LOT 8 NEW AREA" on a plan entitled: "ADMINISTRATIVE SUBDIVISION SHAWN A. JORDE, A.P. 32 LOTS 8 & 30 SR LAND IMPROVEMENTS LLC, A.P. 32 LOT 8A OLD COUNTY ROAD SMITHFIELD, RI", dated 03/19/21, prepared by Kelly Land Services, Inc. and filed as instrument no. 20210010 in the Town of Smithfield, RI.

Property Address:

(for reference purposes only)

190 and 194 Old County Road

Smithfield, RI 02917

PLAT 32 LOT 8 (formerly Lots 8 & 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.

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"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.