

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Edward G. Avila (401) 521-7000	
<b>B. E-MAIL CONTACT AT FILER (optional)</b> sboyer@rcfp.com	
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">Edward G. Avila, Esq. Roberts Carroll Feldstein &amp; Peirce 10 Weybosset Street, Suite 800 Providence, RI 02903</div>	
<b>THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY</b>	

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)

<b>1a. ORGANIZATION'S NAME</b> GTC LLC				
<b>OR</b>	<b>1b. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>
<b>1c. MAILING ADDRESS</b>				
50 Whitecap Drive, Suite 102		North Kingstown	RI 02852	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)

<b>2a. ORGANIZATION'S NAME</b>				
<b>OR</b>	<b>2b. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>
<b>2c. MAILING ADDRESS</b>				

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

<b>3a. ORGANIZATION'S NAME</b> Bank Rhode Island				
<b>OR</b>	<b>3b. INDIVIDUAL'S SURNAME</b>	<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>
<b>3c. MAILING ADDRESS</b>				
One Turks Head Place, Suite 1600		Providence	RI 02903-2215	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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
7. <b>ALTERNATIVE DESIGNATION (if applicable):</b>	
8. <b>OPTIONAL FILER REFERENCE DATA:</b> Our File No. 2116-801	
<b>Filed with the Rhode Island Secretary of State</b>	

## **EXHIBIT A**

**Debtor:** GTC LLC  
50 Whitecap Drive, Suite 102  
North Kingstown, Rhode Island 02852

**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 leased by the Debtor located at 30, 41, 50, 60, 70, and 100 Romano Vineyard Way (AP 182, Lots 15 and 20), North Kingstown, Rhode Island, which real estate is more particularly described on Exhibit B 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.

**EXHIBIT "A"**  
Legal Description

LEASE PARCEL B  
GATEWAY OFFICE BUILDING 6  
41 ROMANO VINEYARD WAY  
NORTH KINGSTOWN, R.I.

That certain lot or parcel of land being a portion of Plat 182 Lot 15 located at the Quonset Business Park, in the Town of North Kingstown, County of Washington, State of Rhode Island; said parcel being designated as 3.97± acres Parcel on a plan entitled "Exhibit A Premises Gateway Offices Buildings 1, 2, 3, 4, 5 & 6" prepared by Quonset Development Corporation dated May 6, 2025, Drawing Number 26923.

Said parcel being further bounded and described as follows:

Beginning at a point on the southwesterly line of the herein described parcel, being a Rhode Island Highway Bound, located at station 19+51.40, left eighty and 00/100 (80.00') feet from the centerline of Davisville Road (US Route 403) as shown on State Highway Plat 2536;

Thence proceeding south 63°03'± west a distance of fifty-eight (58'±) feet more or less to a point;

Thence turning and proceeding north 26°58'± west a distance of two hundred fifty (250'±) feet more or less to a point;

Thence turning and proceeding south 63°11'± west a distance of one hundred thirty-one (131'±) feet more or less to a point;

Thence turning and proceeding north 00°32'± east along the northeasterly line of said Romano Vineyard Way a distance of one sixty-nine (69'±) feet more or less to a point;

Thence proceeding north 6°29'± east along the northeasterly line of said Romano Vineyard Way a distance of eighty-eight (88'±) feet more or less to a point of curvature;

Thence proceeding along the arc of curvature in a clock wise direction with a distance of seventy-one (71'±) feet along the northeasterly line of said Romano Vineyard Way with a radius of four hundred sixty-six (466'±) feet, a central angle of eight degrees, and forty-six minute (8°46'±), a chord of seventy-one (71'±) feet more or less to a curvature;

Thence proceeding along the arc of curvature in a clock wise direction with a distance of one hundred thirty-eight (138'±) feet along the northeasterly line of said Romano Vineyard Way with a radius of four hundred seventy-six (476'±) feet, a central angle of sixteen degrees, and forty minute (16°40'±), a chord of one hundred thirty-eight (138'±) feet more or less to a point;

Thence proceeding north 42°05'± east along the northeasterly line of said Romano Vineyard Way a distance of thirty-eight (38'±) feet more or less to a point;

Thence turning and proceeding south 63°58'± east a distance of twenty-three (23'±) feet more or less to a point;

Thence turning and proceeding north 59°16'± east a distance of one hundred fifty (150'±) feet more or less to a point;

Thence turning and proceeding south 26°56'± east along the southwesterly line of said Patriot Drive a distance of five hundred thirty-six (536'±) feet more or less to a curvature;

Thence proceeding along the arc of curvature in a clock wise direction with a distance of fifty-one (51'±) feet with a radius of thirty (30'±) feet, a central angle of ninety-eight degrees, and sixteen minute (98°16'±), a chord of one hundred forty-five (45'±) feet more or less to a point;

Thence proceeding south 71°20'± east a distance of two hundred eight (208'±) feet more or less to a point and place of beginning.

Said parcel contains 3.97± acres more or less.

Property Address: 30, 41, 50, 60, 70 & 100 Romano Way, North Kingstown, RI 02852

---

**EXHIBIT "A"**  
Legal Description

Thence proceeding north  $79^{\circ}28'\pm$  west a distance of ninety (90' $\pm$ ) feet more or less to a point;

Thence proceeding north  $56^{\circ}35'\pm$  west a distance of forty-nine (49' $\pm$ ) feet more or less to a point of curvature;

Thence proceeding along the arc of a curve in a counter clock wise direction with a radius of seven hundred forty-two (742') feet, a distance of one hundred twenty-eight (128' $\pm$ ) feet more or less to a point at the end of said curve;

Thence turning and proceeding north  $27^{\circ}27'\pm$  east a distance of two hundred eighteen (218' $\pm$ ) feet more or less to a point;

Thence proceeding north  $57^{\circ}27'\pm$  west a distance of two hundred eight (208' $\pm$ ) feet more or less to a point;

Thence proceeding north  $8^{\circ}34'\pm$  west a distance of four hundred seventy (470' $\pm$ ) feet more or less to a point;

Thence proceeding north  $83^{\circ}18'\pm$  east a distance of one hundred sixty-four (164' $\pm$ ) feet more or less to a point;

Thence proceeding south  $34^{\circ}12'\pm$  east a distance of sixty-eight (68' $\pm$ ) feet more or less to a point;

Thence proceeding north  $86^{\circ}05'\pm$  east a distance of three hundred eighty-two (382' $\pm$ ) feet more or less to a point;

Thence proceeding north  $82^{\circ}38'\pm$  east a distance of one hundred fifty-two (152' $\pm$ ) feet more or less to a point;

Thence proceeding north  $74^{\circ}08'\pm$  east a distance of ninety-nine (99' $\pm$ ) feet more or less to a point;

Thence proceeding north  $66^{\circ}45'\pm$  east a distance of twenty-two (22' $\pm$ ) feet more or less to a point;

Thence proceeding north  $61^{\circ}01'\pm$  east a distance of one hundred sixty-four (164' $\pm$ ) feet more or less to a point;

Thence proceeding north  $58^{\circ}59'\pm$  east a distance of ninety (90' $\pm$ ) feet more or less to a point;

Thence proceeding north  $62^{\circ}10'\pm$  east a distance of one hundred twenty-nine (129' $\pm$ ) feet more or less to a point;

Thence proceeding south  $75^{\circ}48'\pm$  east a distance of fourteen (14' $\pm$ ) feet more or less to a point and place of beginning.

Said parcel contains 46,640 $\pm$  sf land or 10.62 $\pm$  acres more or less.

---

**EXHIBIT "B"**  
Legal Description

The buildings and improvements situated on the following described parcels:

**LEASE PARCEL A**

**GATEWAY OFFICE BUILDINGS 1, 2, 3, 4 and 5**

**30, 50, 60, 70, and 100 ROMANO VINEYARD WAY, NORTH KINGSTOWN, R.I.**

That certain lot or parcel of land being the entirety of Plat 182 Lot 20 located at the Quonset Business Park, in the Town of North Kingstown, County of Washington, State of Rhode Island; said parcel being designated as 10.62± acre Parcel on a plan entitled "Exhibit A Premises Gateway Offices Buildings 1, 2, 3, 4, 5 & 6" prepared by Quonset Development Corporation dated May 6, 2025, Drawing Number 26923.

Said parcel being further bounded and described as follows:

Beginning at a point in the northwesterly corner of Plat 190 Lot 102;

Thence proceeding south 11°50'± west a distance of one hundred seventy-one (171'±) feet more or less to a point, located along the northerly side of Romano Vineyard Way;

Thence proceeding south 63°02'± west and running along the northwesterly and westerly line of said Romano Vineyard Way a distance of three hundred eight (308'±) feet more or less to a point;

Thence proceeding south 63°03'± west and running along the northwesterly and westerly line of said Romano Vineyard Way a distance of one hundred (100'±) feet more or less to a point of curvature;

Thence proceeding along the arc of a curve in a counter clock wise direction with a radius of five hundred thirty-eight (538') feet, along the northwesterly line of said Romano Vineyard Way a distance of two hundred ninety-four (294'±) feet more or less to a point at the end of said curve;

Thence turning and proceeding along the arc of a curve in a counter clock wise direction with a radius of five hundred fifty-three (553') feet, along the northwesterly line of said Romano Vineyard Way a distance of one hundred fifty-two (152'±) feet more or less to a point at the end of said curve;

Thence proceeding along the arc of a curve in a counter clock wise direction with a radius of one thousand five hundred thirty-nine (1539') feet, along the northwesterly line of said Romano Vineyard Way a distance of eighty-three (83'±) feet more or less to a point at the end of said curve;

Thence proceeding south 11°18'± east along the northwesterly line of said Romano Vineyard Way a distance of sixty-eight (68'±) feet more or less to a point of curvature;

Thence proceeding along the arc of curvature in a counter clock wise direction with a radius of six hundred fifty-six (656'±) feet, along the northwesterly line of said Romano Vineyard Way a distance of one hundred forty (140'±) feet more or less to a point at the end of said curvature;

Thence proceeding south 1°25'± east a distance of sixty-five (65'±) feet more or less to a point;

Thence proceeding south 15°15'± west a distance of thirty-one (31'±) feet more or less to a point;

Thence proceeding south 68°41'± west a distance of ninety-five (95'±) feet more or less to a point;

---