

UCC-1 Form

FILER INFORMATION

Full name: **THEODORE B. HOWELL, ESQ.** Phone: **401-861-8200**

CONTACT INFORMATION

Contact name: **PARTRIDGE SNOW & HAHN LLP**

Street #1: **180 SOUTH MAIN STREET**

City: **PROVIDENCE** State: **RI** ZIP: **02903** Country: **USA**

Notification Method: **E-Mail** Email: **klf@psh.com**

DEBTOR INFORMATION

Org. Name: **PIOG REALTY, LLC**

Org. Type: **LLC** Jurisdiction: **RI** Org. ID: **139584**

Mailing Address1: **333 SCHOOL STREET, SUITE 200**

City: **PAWTUCKET** State: **RI** ZIP: **02860** Country: **USA**

SECURED PARTY INFORMATION

Org. Name: **BANK RHODE ISLAND**

Mailing Address1: **ONE TURKS HEAD PLACE**

City: **PROVIDENCE** State: **RI** ZIP: **02903** Country: **USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

All collateral described in Exhibit A attached hereto and incorporated herein by reference, now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real estate located at 333 School Street, Unit 208, Pawtucket, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Land").

Exhibit A

The following terms shall have the following meanings:

COLLATERAL: All machinery, equipment, Improvements and Fixtures and Personal Property now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real estate located at 333 School Street, Unit 208, in Pawtucket, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Land").

IMPROVEMENTS: All buildings and improvements now or hereafter constructed upon the Land.

FIXTURES AND PERSONAL PROPERTY: All personal property, equipment and fixtures of every kind and nature whatsoever, now or hereafter located or constructed in, upon or about the Land and Improvements, or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Land and Improvements, and all renewals and replacements thereof and additions and accessions thereto (hereinafter collectively referred to as the "Fixtures and Personal Property"). The Fixtures and Personal Property shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Debtor in and to any Fixtures and Personal Property which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of Secured Party under the Mortgage, Security Agreement and

Collateral Assignment of Rents and Leases (the "Mortgage"); and all the proceeds and products of all Fixtures and Personal Property, including, but not limited to, any deposits or payments now or hereafter made thereon.

PREMIUMS: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, the Improvements, the Fixtures and Personal Property and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

AWARDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Land, to the extent of all amounts which may be secured by the Mortgage, at the date of receipt of any such award or payment by Secured Party or Debtor incurred by Secured Party in connection with the collection of such award or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

LEASES: All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Land and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor (all such tenancies, subtenancies, leases, subleases, agreements, renewals and extensions are herein individually called a "Lease" and collectively called "Leases"), and all of the Rentals and other Payments, hereinafter defined, which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of the Land from all of the occupants, tenants, lessees, subtenants and sublessees (individually a "Tenant" and collectively "Tenants") now and from time to time hereafter occupying the Land or any portion thereof under or on account of the Leases, to be held as security for the payment and performance of all of the obligations.

RENTALS AND OTHER PAYMENTS: All revenues, rents, issues and profits from the Land and all Leases and all other sums now or hereafter paid or payable to Debtor by Tenants now or hereafter occupying the Land or any portion thereof under or by reason of all existing and future Leases of the whole or any part of the Land, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any Tenant of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Land, proceeds of rental insurance and business interruption insurance, so called, proceeds of any insurance or guaranty of any Lease of the whole or any portion of the Land or of the obligations of any Tenant under such Lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Land by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Land or any portion thereof, and all sums paid pursuant to settlement with or judgment against any Tenants relating to any alleged breach of any Lease.

Exhibit B Legal Description

The following premises in Blackstone Valley Medical Condominium situated in the City of Pawtucket, County of Providence, State of Rhode Island, created by the Declaration of Condominium, dated October 11, 1988, and recorded in the Land Evidence Records of the City of Pawtucket, Rhode Island, on October 11, 1988, at 1:01 p.m. in Book Number 770 at Page Number 1601, as said Declaration is amended of record, designated as Unit Number 208.

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

Said premises are conveyed subject to and with the benefit of the provisions of Rhode Island General Laws 34-36.1 et seq. The Declaration of Condominium referred to above and Bylaws set forth therein, as any or all of the above may be amended from time to time.