

UCC-1 Form

FILER INFORMATION

Full name: **KENNETH F. MCGUNAGLE, JR., ESQ.** Phone: **401.941.7500**

CONTACT INFORMATION

Contact name: **KENNETH F. MCGUNAGLE, JR., ESQ.**

Street #1: **2088 BROAD STREET**

City: **CRANSTON** State: **RI** ZIP: **02905** Country: **USA**

Notification Method: **E-MAIL** Email: **JMCNUTT@MHLAWPC.COM**

DEBTOR INFORMATION

Org. Name: **BERKELEY ACQUISITION CORPORATION**

Mailing Address1: **60 INDUSTRIAL DRIVE**

City: **CUMBERLAND** State: **RI** ZIP: **02864** 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 IS / ADMINISTERED BY:
ALTERNATIVE DESIGNATION:

COLLATERAL

I. PREMISES: 50 Chase Hill Road, Hopkinton, Rhode Island 02804, 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.

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.

EXHIBIT A

That certain tract of land with all buildings and improvements thereon situated on the southerly side of Chase Hill Road in the Town of Hopkinton, State of Rhode Island bounded and described as follows:

Beginning at a point in the southerly line of Chase Hill Road, said point of beginning being at the northeasterly corner of the herein described tract and at the northwesterly corner of land now or lately of Narragansett Electric Company, thence running southerly bounding easterly on said last named land a distance of 1,335 feet to a corner, thence turning an interior angle of 270° 00’ and running easterly bounded northerly by said last named land a distance of 125 feet to a corner, thence running southerly bounded easterly by said last named land distance of 2,450 feet more or less to the Pawcatuck River, thence running northerly and westerly following the water line of said Pawcatuck River to a point where a line drawn 400 feet distance easterly from and parallel with the most westerly line of the hereindescribed tract intersects the last above described course, thence running southerly on a line which is a continuation of the above described line to the centre of said Pawcatuck River, thence running generally westerly northerly and easterly with the thread of the Pawcatuck River to land belonging to John To. And Constance M. Donahue, thence northerly bounding westerly on said Donahue land a distance of about 455 feet to a stone bound of the southerly land of said Chase Hill Road, thence running easterly a distance of 107.36 feet to the beginning of a curve, thence running generally easterly bearing northeasterly along the arc of a curve having a radius of 339.25 feet and subtended by a central angle of 29° 9’ 20” an arc distance of 172.63 feet to the end of said curve, thence running easterly a distance of 7.65 feet to the beginning of another curve, thence running generally easterly bearing northeasterly along the arc of a curve having a radius of 301.48 feet and subtended by a central angel of 47° 00’ an arc distance of 247.305 feet to the end of said curve, thence running northeasterly a distance of 269.485 feet to an angle, thence running an interior angel of 178° 02’ and running northeasterly to said Narragansett Electric Company land and point of beginning, the last six above described courses being bounded northerly by said Chase Hill Road.

Also, that certain tract of land with all buildings and improvements thereon situated on the northerly side of Chase Hill Road in the Town of Hopkinton, State of Rhode Island bounded and described as follows:

Beginning at a point on the northerly line of Chase Hill Road at the northeasterly corner of the hereindescribed tract, thence running westerly a distance of 196.645 feet to an angle, thence turning an interior angel of 181° 58’ and running westerly a distance of 270.515 feet to the beginning of a curve, thence running generally westerly bearing northwesterly along the arce of a curve having a radius of 241.48 feet and subtended by a central angle of 47° 00’ an arc distance of 198.087 feet to the end of said curve, thence running northwesterly a distance of 7.65 feet to the beginning of another curve, thence running generally northwesterly bearing northerly along an arc of a curve having a radius of 279.25 feet and subtended by a central angle of 50° 45’ 14” an arc distance of 247.366 feet to the end of said curve and land belonging to John E. and Cecilia M. Johnson, the last five above described courses being bounded by said Chase Hill Road, thence running easterly bounded northerly by said Johnson land a distance of 418.52 feet to a corner, thence turning an interior angle of 243° 10’00” and running northerly bounded westerly by said Johnson land a distance of 76.25 feet to a corner; thence turning an interior angel of 110° 13’ to said Chase Hill Road and the point of beginning where it forms an interior angel of 30° 31’ with the first abovedescribed course.

Said two parcels being the same premises conveyed to Chase Hill Road Properties, LLC form Shamrock Associates, LLC by Quit Claim Deed dated October 11, 2012 recorded in the office of the Town Clerk of the Town of Hopkinton in Book 509 at Page 668.

Property Address:
50 Chase Hill Road
Hopkinton, RI
A.P. Plat 13

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.