

UCC-1 Form

FILER INFORMATION

Full name: **JEFFREY W. RAY** Phone: **401-824-5180**

CONTACT INFORMATION

Contact name: **JEFFREY W. RAY, ESQ.**

Street #1: **PANNONE LOPES DEVEREAUX & WEST LLC**

Street #2: **317 IRON HORSE WAY, SUITE 301**

City: **PROVIDENCE** State: **RI** ZIP: **02908** Country: **USA**

Notification Method: **E-MAIL** Email: **JRAY@PLDW.COM**

DEBTOR INFORMATION

Org. Name: **EMPIRE FINANCIAL GROUP, L.L.C.**

Mailing Address1: **44 BEDSON ROAD**

City: **CRANSTON** State: **RI** ZIP: **02910** Country: **USA**

SECURED PARTY INFORMATION

Org. Name: **CUSTOMERS BANK**

Mailing Address1: **40 WESTMINSTER STREET, SUITE 602**

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

TRANSACTION TYPE: STANDARD

COLLATERAL IS / ADMINISTERED BY:

ALTERNATIVE DESIGNATION:

COLLATERAL

All tangible and intangible personal property and fixtures of Debtor, whether now owned or hereafter acquired, or in which Debtor may now or hereafter have an interest, including, without limitation, all inventory, machinery, equipment, furniture, goods, accounts, accounts receivable, contract rights, chattel paper, documents, instruments and general intangibles, as more particularly described below; all proceeds of the foregoing.

COLLATERAL DESCRIPTION

- (a) All of Debtor's presently owned and hereafter acquired machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, including consumable goods, now or hereafter located in or upon the Debtor's real property located at 395 Westminster Street a/k/a 75 Empire Street, Providence, Rhode Island (the "Property"), or any part thereof, and used or useable in connection with any present or future operation of the Property, including by way of description but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing apparatus, electrical apparatus (including, but not limited to all electrical transformers, switches, switch boxes, equipment boxes, cabinets, all whether used in the operation of the Property or any business operated within or upon the Property) lifting, cleaning, fire- prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling, and air-conditions apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ovens, ranges, disposals, dishwashers, carpeting, plants and shrubbery, ground maintenance equipment, ducts and compressors; together with all building materials, goods and personal property on or off the Property intended to be affixed to or incorporated in the Property but not yet affixed to or incorporated in the Property. Any and all rights to the name, signs, and trade names used to operate the Property;
 - (b) All of Debtor's presently owned and hereafter acquired accounts, accounts receivable, contract rights, general intangibles, rents and profits and any other form of obligation requiring the payment of money to Debtor, and any claim by Debtor for any of the foregoing arising from the Property and improvements now or hereafter located thereon;
 - (c) All of Debtor's presently owned and hereafter acquired inventory, goods, merchandise, products, commodities, raw materials, finished goods, consumable products and supplies now or hereafter located on or used in connection with the Property or the operation thereof;
 - (d) All of Debtor's interest in and to the Loan funds, and Debtor's own funds now or hereafter held on deposit by or for the benefit of Secured Party;
 - (e) All of Debtor's assignable licenses, permits, registrations, and governmental approvals relating to the operation of the Property;
 - (f) All of Debtor's Leases and Income (as such terms are hereinafter defined) with respect to the Property;
 - (g) All accessions, parts, attachments, and accessories used or intended for use in connection with any of the foregoing;
 - (h) All proceeds, products, proceeds of hazard insurance and eminent domain proceedings relating to the Property, and condemnation awards of all of the foregoing; and
 - (i) All substitutions, replacements, repossessions, returns and records of any of the foregoing.
- "Income" shall mean all rents, security or similar deposits, revenues, issues, royalties, earnings, products or proceeds, profits, and income from operation of the Property.
- "Leases" shall mean any lease or agreement, written or oral, demising any portion of the Property, now or hereafter existing, and all rights of Debtor thereto or therefrom.