

UCC-1 Form

FILER INFORMATION

Full name: **LAURA E. BALDING, PARALEGAL**

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SEND ACKNOWLEDGEMENT TO

Contact name: **BACON WILSON, P.C.**

Mailing Address: **33 STATE STREET**

City, State Zip Country: **SPRINGFIELD, MA 01103 USA**

DEBTOR INFORMATION

Org. Name: **TOURISTER MILL, LLC**

Mailing Address: **670 N. COMMERCIAL STREET**

City, State Zip Country: **MANCHESTER, NH 03101 USA**

SECURED PARTY INFORMATION

Org. Name: **BERKSHIRE BANK**

Mailing Address: **19 HARRISON AVENUE**

City, State Zip Country: **SPRINGFIELD, MA 01103 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 28303-0084

COLLATERAL

91-95 MAIN STREET, WARREN, RHODE ISLAND.

SCHEDULE A to UCC-1

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including without limitation, all gas and electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, ovens, elevators, and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other air-conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment owned by DEBTOR and now or hereafter delivered to the Mortgaged Property and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Mortgaged Property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements thereof and articles in substitution thereof; and all proceeds and profits thereof; and all of the estate, right, title and interest of the DEBTOR in and to all property of any nature whatsoever, now or hereafter situated on the Mortgaged Property or intended to be used in connection with the operation thereof shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this Mortgage. If the lien of the Commercial Mortgage and Security Agreement relative to the Mortgaged Property recorded on or about even date herewith (the "Mortgage") on any fixtures or personal property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property, then in the event of any default hereunder all the rights, title and interest of the DEBTOR in and to any and all deposits made thereon or thereof are hereby assigned to the SECURED PARTY together with the benefit of any payments now or hereafter made thereon. The DEBTOR hereby also transfers, sets over and assigns to SECURED PARTY, its successors and assigns, all leases and use agreements of machinery, equipment and other personal property of DEBTOR in the categories hereinabove set forth, under which DEBTOR is the lessee of, or entitled to use, such items, and DEBTOR agrees to execute and deliver to SECURED PARTY specific separate assignments to SECURED PARTY of such leases and agreements when requested by SECURED PARTY; but nothing herein shall obligate SECURED PARTY to perform any obligations of DEBTOR under such leases or agreements unless it so chooses, which obligations DEBTOR hereby covenants and agrees to perform well and punctually.

(b) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits under any and all leases or tenancies now existing or hereafter created of the Mortgaged Property or any part thereof with the right to receive and apply the same to said indebtedness, and SECURED PARTY may demand, sue for and recover such payments but shall not be required to do so.

(c) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Mortgaged Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets.

(d) All of DEBTOR's right, title and interest in any and all claims to rebates, refunds, and abatements of real estate taxes pertaining to the Mortgaged Property, or any portion thereof, with respect to tax periods arising at any time prior to the discharge hereof even though such taxes may

relate to periods before the execution hereof, which rebates, refunds and abatements shall in the case of a default hereunder be applied to the Obligations.

(e) All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims.

The items set forth above in Paragraphs (a) through (e) together with all proceeds, products, replacements, additions, substitutions, renewals and accessions thereof and thereto, shall constitute and be the "Collateral" and are located at or are affixed to the premises at **91-95 Main Street, Warren, Rhode Island** (the "Mortgaged Property").

DEBTOR: TOURISTER MILL, LLC
670 N. Commercial Street
Manchester, NH 03101

SECURED
PARTY: BERKSHIRE BANK
19 Harrison Avenue
Springfield, MA 01103

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

9a. ORGANIZATION'S NAME

Tourister Mill, 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):

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):

**Tourister Mill, LLC: 670-N. Commercial Street,
Manchester, New Hampshire 03101**

16. Description of real estate:

**91-95 Main Street, Warren, Rhode Island. For legal description
please see Exhibit "A" attached hereto and made a part hereof.**

17. MISCELLANEOUS:

28303-0084

EXHIBIT "A"

That certain real estate located in the Town of Warren, County of Bristol and State of Rhode Island, bounded and described as follows:

Condominium Unit 1 in the Tourister Mill Master Condominium located at 91 Main Street, Warren, Rhode Island, said condominium having been established by Master Declarant Tourister Mill, LLC by Master Declaration of Condominium dated August 3, 2015 and recorded in the Land Evidence Records of the Town of Warren at Book 883, Page 211, as the same may be amended from time to time, and as further shown as Unit 1 on a plan entitled, "Tourister Mill Master Condominium Land Only Condominium A.P. 1, Lots 1, 2 4 & 19, #91 Main Street – Warren, Rhode Island, for Brady Sullivan Properties, LLC by Waterman Engineering Company, Scale 1"=50' dated July 14, 2015" and recorded as Plan #604, and recorded at Book 883, Page 282 in the Land Records for the Town of Warren, as the same may be amended from time to time.

Together with its undivided percentage interest in and to the common areas and facilities as set forth in the Declaration.