

UCC-1 Form

FILER INFORMATION

Full name: **RICHARD NADEAU, ESQ.**

Email Contact at Filer: **MLB@PSH.COM**

SEND ACKNOWLEDGEMENT TO

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

Mailing Address: **40 WESTMINSTER STREET, SUITE 1100**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

DEBTOR INFORMATION

Org. Name: **R.I. SEEKONK HOLDINGS, LLC**

Mailing Address: **P.O. Box 6684**

City, State Zip Country: **PROVIDENCE, RI 02940 USA**

SECURED PARTY INFORMATION

Org. Name: **CUSTOMERS BANK**

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

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 12493/18

COLLATERAL

ALL DEBTOR'S FIXTURES, MACHINERY AND EQUIPMENT, PREMIUMS, AWARDS, LEASES, RENTALS AND OTHER PAYMENTS, NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING, BUT NOT LIMITED TO THOSE ITEMS SET FORTH ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, ALL IN CONNECTION WITH CERTAIN REAL PROPERTY LOCATED IN THE TOWN OF SEEKONK, BRISTOL COUNTY, MASSACHUSETTS, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

EXHIBIT A AND EXHIBIT B
TO UCC-1 FINANCING STATEMENT

Debtor:

R.I. Seekonk Holdings, LLC
P.O. Box 6684
Providence, RI 02940

Secured Party:

Customers Bank
40 Westminster Street, Suite 602
Providence, RI 02903
Attn: Jay D. Farland, Senior Vice President

EXHIBIT A

The following terms shall have the following meanings:

FIXTURES, MACHINERY AND EQUIPMENT: All fixtures of every kind and nature whatsoever owned by Debtor, now or hereafter located in, upon or about the certain units of Greenbrier Townhomes Condominium located in the Town of Seekonk, Bristol County, Massachusetts, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Real Estate"), all buildings, structures, improvements and tenements of every kind or nature whatsoever now or hereinafter erected on the Real Estate and the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Real Estate; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Real Estate or any other location for incorporation into improvements located or to be located on the Real Estate, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Fixtures"). The Fixtures 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.

All machinery and equipment of every kind and nature whatsoever owned by Debtor, now or hereafter located in or upon the Real Estate, or any part thereof, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Machinery and Equipment"). The Machinery and Equipment shall be deemed to include, without limitation of the generality of the foregoing, all right, title and interest of Debtor in and to all machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, now or 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.

All cash and non-cash proceeds of any of the foregoing Fixtures and/or Machinery and Equipment, including insurance proceeds, claims and settlements; and all proceeds and products of any Fixtures and/or Machinery and Equipment, including but not limited to any deposits or payments now or hereafter made by Debtor on any of the foregoing to be acquired by Debtor.

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 Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein, 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 Real Estate or the Fixtures, Machinery and Equipment, and/or any other property or rights described herein.

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 Real Estate and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor, whether oral or written, together with and including the Debtor's entire right, title and interest in such leases and subleases, including, but not limited to, all the right, power and authority of Debtor to alter, modify or change such leases and subleases, or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the tenant from the performance or observance by the tenant of any obligation or condition thereof.

RENTALS AND OTHER PAYMENTS: All rents, issues and profits from the Real Estate and all other sums now or hereafter paid or payable to Debtor by tenants now or hereafter occupying the Real Estate or any portion thereof, under or by reason of all existing and future tenancies and leases and subleases of the whole or any part of the Real Estate, 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 Real Estate, proceeds of rent insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any lease or sublease of the whole or any portion of the Real Estate 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 Real Estate 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 Real Estate or any portion thereof, and all sums paid pursuant to settlement with or judgment against any tenant relating to any alleged breach of any lease, sublease or agreement.

EXHIBIT B

Legal Description

The right, title and interest of the Borrower as declarant under (a) the Master Deed establishing Greenbrier Village Primary Condominium, dated August 12, 2008 and recorded on August 14, 2008, in the Bristol County Northern District Registry of Deeds ("Registry") at Book 17637, Page 38, and amended by First Phasing Amendment dated December 17, 2008, and recorded in Book 17807, Page 162; as amended by Second Phasing Amendment dated November 18, 2010, and recorded in Book 19123, Page 3; as amended by Third Phasing Amendment dated March 11, 2011, and recorded in Book 19362, Page 238; as amended by Fourth Phasing Amendment dated June 7, 2011, and recorded in Book 19476, Page 191; as amended by Fifth Phasing Amendment dated August 3, 2011, and recorded in Book 19571, Page 120; as amended by Sixth Phasing Amendment dated October 26, 2011, and recorded in Book 19729, Page 171; as amended by Corrective Sixth Phasing Amendment dated November 28, 2011, and recorded in Book 19790, Page 339; as amended by Seventh Phasing Amendment dated January 27, 2012, and recorded in Book 19936, Page 331; as amended by Eighth Phasing Amendment dated July 11, 2012 and recorded in Book 20292, Page 67; as amended by Ninth Phasing Amendment dated March 26, 2013 and recorded in Book 20930, Page 305; as amended by Tenth Phasing Amendment dated October 29, 2013 and recorded in Book 21398, Page 162; as amended by the Eleventh Phasing Amendment dated September 11, 2014 and recorded in Book 21878, Page 313; as amended by the Twelfth Phasing Amendment dated January 5, 2015 and recorded in Book 22070, Page 341; as amended by the Thirteenth Phasing Amendment dated January 5, 2015 and recorded in Book 22427, Page 223; as amended by the Fourteenth Phasing Amendment dated October 21, 2015 and recorded in Book 22605, Page 284; as amended by the Fifteenth Phasing Amendment dated January 15, 2016 and recorded in Book 22762, Page 188; as corrected by Corrective Fifteenth Phasing Amendment dated February 22, 2016 and recorded in Book 22811, Page 248; as amended by Sixteenth Phasing Amendment dated February 22, 2016 and recorded in Book 22811, Page 191; as amended by the Seventeenth Phasing Amendment dated February 21, 2018 and recorded in Book 24297, Page 316; as amended by the Eighteenth Phasing Amendment dated April 30, 2018 and recorded in Book 24416, Page 301 ("Primary Condominium") and (b) the Declaration of Trust establishing Greenbrier Village Primary Condominium Trust dated August 12, 2008, and recorded in Book 17637, Page 64; as amended by amendment dated December 17, 2008, and recorded in Book 17807, Page 161, as amended by Second Amendment dated August 29, 2018 and recorded in Book _____, Page _____ (c) the Master Deed establishing Greenbrier Townhomes Condominium dated August 12, 2008 recorded with the Bristol County Northern District Registry of Deeds on August 14, 2008 in Book 17637, Page 96, as amended by First Phasing Amendment dated November 18, 2010, and recorded in Book 19123, Page 6; as amended by Second Phasing Amendment dated March 11, 2011 and recorded in Book 19362, Page 241, as amended by Third Phasing Amendment dated May 22, 2011 and recorded in Book 19476, Page 194, as amended by Fourth Phasing Amendment dated August 3, 2011 and recorded in Book 19571, Page 123, as amended by Fifth Phasing Amendment dated October 26, 2011 and recorded in Book 19729, Page 181, as amended by Corrective Fifth Phasing Amendment dated November 28, 2011 and recorded in Book 19791, Page 1, as amended by Sixth Phasing Amendment dated January 27, 2012 and recorded in Book 19936, Page 335, as amended by Seventh Phasing Amendment dated July 9, 2012 and

recorded in Book 20292, Page 71, as the same may be amended from time to time, (d) the Declaration of Trust establishing Townhomes Condominium dated August 12, 2008, and recorded in Book 17637, Page 135; as amended from time to time; and (e) the Master Deed establishing Greenbrier Villas Condominium, dated December 17, 2008 and recorded with the Bristol County Northern District Registry of Deeds on December 23, 2008 in Book 17807, Page 165, as the same may be amended from time to time; and (f) the Declaration of Trust establishing Greenbrier Villas Condominium, recorded with the Bristol County Northern District Registry of Deeds on December 23, 2008 in Book 17807, Page 206, as the same may be amended; ("Property").

Certain real property situated in the Town of Seekonk, in the County of Bristol, Commonwealth of Massachusetts, and described as follows:

- A) Units 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 500, 600, 2000, 3000, 4000, 5000, 6000 and 7000 of Greenbrier Village Primary Condominium located in the Town of Seekonk, Bristol County, Massachusetts, which condominium was established by a Master Deed dated August 12, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17637, Page 38, as the same may be amended.
- B) Units 101, 102, 103, 104, 105, 107, 108, 109, 110, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 126, 127, 130, 131, 132, 133, 137, 139, 141, 143, 145, 147, 148, 154, 155, 156, 157, 158, 160, 162, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 199, 200, 201 and 202 of Greenbrier Townhomes Condominium located in the Town of Seekonk, Bristol County, Massachusetts, which condominium was established by a Master Deed recorded with the Bristol County Northern District Registry of Deeds August 14, 2008 in Book 17637, Page 96, as the same may be amended.
- C) Units 150, 152, 154 and 156 of Greenbrier Villas Condominium located in the Town of Seekonk, Bristol County, Massachusetts, which condominium was established by a Master Deed dated recorded with the Bristol County Northern District Registry of Deeds on December 23, 2008 in Book 17807, Page 165, as the same may be amended.
- D) An undivided interest in the common elements and facilities of said Condominiums as described in said Master Deeds appurtenant to the above-described Units as stated in said Master Deeds, and subject to being further amended as additional units are added to said Condominiums in accordance with said Master Deeds.