

UCC-1 Form

FILER INFORMATION

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SEND ACKNOWLEDGEMENT TO

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DEBTOR INFORMATION

Org. Name: **BROAD STREET INVESTMENTS, LLC**

Mailing Address: **1482 BROAD STREET**

City, State Zip Country: **PROVIDENCE, RI 02905 USA**

SECURED PARTY INFORMATION

Org. Name: **BERKSHIRE BANK**

Mailing Address: **386 MAIN STREET**

City, State Zip Country: **WORCESTER, MA 01608 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 4120.09

COLLATERAL

ALL ASSETS, SEE SCHEDULE 1 ATTACHED HERETO

**SCHEDULE 1
TO FINANCING STATEMENT**

Debtor: **BROAD STREET INVESTMENTS, LLC**
1482 Broad Street
Providence, Rhode Island 02905

Secured Party: **BERKSHIRE BANK**
386 Main Street
Worcester, Massachusetts 01608

Mortgaged Property: **1474-1482 BROAD STREET, PROVIDENCE, RHODE ISLAND**, as more particularly described on Exhibit A attached hereto.

ALL ASSETS of the Debtor, including, without limitation, all assets which relate to, arise from or are derived from the Mortgaged Property, including without limitation, the Debtor's present and future right, title and interest in and to any and all of the following collateral (hereinafter collectively the "**Collateral**") in all of which the Debtor has granted and hereby grants, whether now or hereafter acquired or arising, a security interest to Secured Party:

(1) All equipment, machinery and fixtures, including without limitation any of the following property now or hereafter on the above-described Mortgaged Property or used therein or thereon: portable or sectional buildings; bathroom, plumbing, heating, gas, electrical, lighting, water, refrigerating, ice making, ventilating and air conditioning; scrubber, garbage or rubbish incinerators, receptacles and disposals; elevator machinery; boilers, ovens, ranges and stoves; refrigerators; dishwashers; washing machines; dryers; tanks; motors; pipes; sprinkler and fire extinguishing systems; door bell and fire alarm systems; carpeting and other floor coverings; wall coverings; window shades; screens and screen doors; awnings and canopies; storm and other detachable windows and doors; partitioning; lockers and storage bins; television antennas; trees, hardy shrubs and perennial flowers; loading platforms and docks; all materials, apparatus and supplies intended to be incorporated into the construction, reconstruction, repair or remodeling of any building, structure or other improvement on said Mortgaged Property or placed therein or thereon; and all other personal property, articles, materials, supplies, fixtures and equipment of whatsoever kind and nature now or hereafter on said Mortgaged Property whether or not included in the foregoing enumeration, together with any renewals, replacements or additions thereto or substitutions therefor (all hereinafter referred to as the "**Personal Property**");

(2) All reserves, escrow and contingency accounts, including, without limitation, tax and insurance escrow payments and all insurance and condemnation payments and proceeds for any damages or loss to the Mortgaged Property, or any part hereof in connection with any condemnation or other taking of the Mortgaged Property or conveyance in lieu thereof, and all tax abatements (hereinafter sometimes collectively referred to as the "**Proceeds**");

(3) All permits, approvals, plans, specifications, any construction contracts, architect's contracts, management agreements and any other agreements or contracts arising out of or pertaining or related to (directly or indirectly) the Mortgaged Property or any portion thereof;

(4) All of the issues, benefits and profits of the Mortgaged Property;

(5) All leases, subleases, occupancy licenses, licenses, and other agreements or tenancies, however denominated, whether written or oral, now or hereafter existing and all amendments, renewals and extensions thereof or thereto and all guaranties and security therefor (hereinafter sometimes collectively referred to as the “**Leases**”) and all accounts, contract rights, general intangibles, rents and payments of any kind due or payable or to become due or payable on account of any lease, use, possession or occupancy of any portion of the Mortgaged Property (hereinafter sometimes collectively referred to as the “**Rents**”);

(6) All records and books of account now or hereafter maintained by the Debtor; and

(7) All (a) “Securities Entitlements,” “Investment Property,” “Financial Assets” and “Documents” as those terms are defined in the Uniform Commercial Code as of the date hereof, whether now existing or hereafter acquired or arising, and also including, without limitation, bills of lading, dock warrants, dock receipts, warehouse receipts or orders for the delivery of goods, and any other documents which in the regular course of business or financing are treated as adequately evidencing that the persons in possession of them are entitled to receive, hold, and dispose of the goods they cover, (b) “Motor Vehicles” whether now owned or hereafter acquired by the Debtor, and all accessions and additions thereto, replacements therefore, and substitutions therefore, (c) “General Intangibles” as that term is defined in the Uniform Commercial Code as of the date hereof, whether presently owned or hereafter acquired, including, without limitation, all choses in action, and causes of action, and all other intangible personal property of the Debtor, including, without limitation, business records, inventions, designs, patents, patent applications, trademarks, service marks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, credit files, computer programs, printouts and other computer materials and records, guaranty claims, security interests or other property held by or granted to the Debtor to secure payment of any obligation of any obligor of the Debtor and any and all of the rights of Debtor of whatever nature under any and all contracts, agreements, or leases (whether of real or personal property) to which the Debtor is or may become a party, including without limitation all of the rights of the Debtor to enforce all of the provisions of, and to obtain payments or other performance due under, all contracts, agreements, or leases, (d) “Deposit Accounts”, as that term is defined in the Uniform Commercial Code as of the date hereof, and all other monies, securities and other property of the Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to the Mortgagee whether for safekeeping, custody, pledge, transmission, collection or otherwise, and also in and to any and all deposits, general or special, and credits of the Debtor with, and any and all claims of the Debtor against, the Mortgagee now or at any time hereafter existing, (e) economic benefits of any and all SWAP Agreements, provided, however, that the Mortgagee shall not be deemed to have assumed any of the obligations or duties of the Debtor under any such SWAP Agreement, and (f) other assets of the Debtor of every kind and nature; whether any of the aforesaid assets described in this paragraph are presently owned or hereafter acquired or arising.

The security interest of the Secured Party shall attach as soon as the Debtor obtains any interest in any Collateral, it being the intention of both the Debtor and the Secured Party that the Secured Party's security interest shall cover all collateral whether now owned or hereafter acquired or arising and shall attach before any collateral becomes fixtures or before the Collateral is installed or affixed to other collateral.

This financing statement is intended to cover cash and non-cash proceeds of the Collateral subject to a security interest held by the Secured Party. Notwithstanding the foregoing, nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition, except as may be necessary or customary in the ordinary course of business, of the Collateral by the Debtor, which sale or other disposition is hereby expressly prohibited without the Secured Party's prior written consent, which consent shall not be unreasonably delayed, conditioned or withheld.

EXHIBIT A

Property Description

1474-1482 Broad Street, Providence, Rhode Island

Plat 87 Lot 410

That certain lot or parcel of land with all the buildings and improvements therein, situated in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner of Washington Avenue and Broad Street; thence westerly bounding Broad Street, ninety and 10/100 (90.10) feet to land now or lately of Harry A. Budlong et al; thence easterly at an interior angle of 92 degrees 16' with the last-described line, bounding northerly in part on said Budlong land and in part on land now or lately of Charles H. LeLaccheure, in all seventy-three and 39/100 (73.39) feet to a corner; thence northerly at an interior angle of 270 degrees with the last-described line, bounding westerly on said LeLaccheure land ten and 06/100 (10.06) feet; thence easterly at an interior angle of 90 degrees with the last-described line, bounding northerly on said LeLaccheure land forty-one and 53/100 (41.53) feet to land now or lately of Joseph Gendron; thence southerly at an interior angle of 90 degrees with the last-described line, bounding easterly on said Gendron land one hundred (100) feet to Washington Avenue; thence westerly at an interior angle of 90 degrees with the last-described line, bounding southerly on Washington Avenue one hundred eighteen and 52/100 (118.52) feet to Broad Street at the point of beginning, the last-described line forming an interior angle of 87 degrees 44' with the easterly line of Broad Street.

Said parcel contains by estimation 10,920 square feet of land.

Together with an appurtenant Easement recorded in Book 4677, Page 254.