

UCC-1 Form

FILER INFORMATION

Full name: **JAY R. PEABODY, ESQ.**

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SEND ACKNOWLEDGEMENT TO

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

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

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

DEBTOR INFORMATION

Org. Name: **NULCO LOFTS, LLC**

Mailing Address: **125 GOFF AVENUE, #2101**

City, State Zip Country: **PAWTUCKET, RI 02860 USA**

SECURED PARTY INFORMATION

Org. Name: **DIGITAL FEDERAL CREDIT UNION**

Mailing Address: **220 DONALD LYNCH BOULEVARD**

City, State Zip Country: **MARLBOROUGH, MA 01752 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: (3588113) TO BE FILED WITH RI SECRETARY OF STATE

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, RELATING TO OR USED IN CONNECTION WITH THE PREMISES OCCUPIED BY DEBTOR, SAID PREMISES BEING THAT CERTAIN PARCEL OF LAND LOCATED AT 30 BEECHER STREET, PAWTUCKET, RHODE ISLAND, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Nulco Lofts, LLC
125 Goff Avenue, #2101
Pawtucket, Rhode Island 02860

Secured Party:

Digital Federal Credit Union
853 Donald Lynch Boulevard
Marlborough, Massachusetts 01752
Attn: Adam P. Lohnes, Senior Commercial
Lender

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 real estate located at 30 Beecher Street, Pawtucket, Rhode Island, 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

Parcel I

That certain parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Coleman Street and the northerly and easterly sides of Beecher Street, in the City of Pawtucket, County of Providence, and State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of Coleman Street, which point is one hundred and ninety-six (196.0) feet northerly, as measured along said easterly line of Coleman Street, from the intersection of the said easterly line of Coleman Street and the northerly line of Carpenter Street and is the northwesterly corner of land now or formerly of Earl M. & Florence G. Percelay; thence running northerly along said easterly line of Coleman Street, sixty-six and fifteen one-hundredths (66.15) feet to the northerly line of Beecher Street at a corner; thence, turning an interior angle of two hundred and sixty four degrees, five minutes and five seconds (264° 05' 05") and running westerly, along said northerly line of Beecher Street, two hundred and sixteen and thirty-six one-hundredths (216.36) feet to a corner; thence turning an interior angle of ninety degrees (90° 00' 00") and running northerly, along the easterly line of Beecher Street in part, and also bounded westerly by land now or formerly of Helen V. & Nora M. Lanigan, three hundred and three and one one-hundredths (303.01) feet to an angle; thence turning an interior angle of one hundred and eighty-one degrees, eight minutes and fifteen seconds (181° 08' 15") and continuing northerly, bounded westerly by land now or formerly of Sheldon L. Gerber, two hundred and twenty-seven and one-tenth (227.1) feet to a corner; thence turning an interior angle of ninety degrees (90° 00' 00") and running easterly one hundred and seventy-three and fifteen one-hundredths (173.15) feet to an angle; thence turning an interior angle of two hundred and fourteen degrees, twelve minutes and forty seconds (214° 12' 40") and running northeasterly one hundred and thirty-three and nine tenths (133.9) feet to an angle; thence turning an interior angle of one hundred and fifty-two degrees and fourteen minutes (152° 14') and running easterly eighty-five and thirty-six one-hundredths (85.36) feet to a corner, the last three courses bounded northerly by land now or formerly of Lonsdale Realty Corp.; thence turning an interior angle of ninety-two degrees, eighteen minutes and forty seconds (92° 18' 40") and running southerly thirty-six and five tenths (36.5) feet to a corner; thence turning an exterior angle of ninety-nine degrees and thirty minutes (99° 30') and running easterly twenty-eight and seven tenths (28.7) feet to an angle; thence turning an interior angle of one hundred and forty-two degrees and fourteen minutes (142° 14') and running southeasterly two hundred fourteen and four tenths (214.4) feet to an angle; thence turning an interior angle of one hundred and thirty-seven degrees and eight minutes (137° 08') and running southerly fifty-one and five tenths (51.5) feet to an angle; thence turning an interior angle of one hundred and seventy-four degrees and twenty-six minutes (174° 26') and continuing southerly three hundred and seventy-seven and five tenths (377.5) feet to an angle; thence turning an interior angle of one hundred and thirty-five degrees, seven minutes and fifty seconds (135° 07' 50") and running southwesterly one hundred and one and fifty-eight one-hundredths (101.58) feet to a corner; the last six courses bounded easterly by land now or formerly of B.C.A. Realty Co.; thence turning an interior angle of one hundred and thirty-four degrees, eight minutes and thirty seconds (134° 08' 30") and running westerly, bounded southerly by said Percelay land, three hundred and fifteen and eleven one-hundredths (315.11) feet to the said easterly line of

Coleman Street at the first mentioned point and place of beginning, there forming an interior angle of 92° 27' with the first described course.

Parcel II

The appurtenant easements for the benefit of Parcel 1 herein described in Parcels II and III in that certain deed from B.C.A. Realty Company to Nulco Mfg. Corp. dated September 6, 1977 and recorded September 7, 1977 in Book 706 at Page 2628 (the "Nulco Mfg. Corp. Deed")

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Parcel III

The appurtenant easements for the benefit of Parcel 1 herein for sewer, water, gas and electric lines, and right to connect sewer lines on Parcel 1 to the 12" sewer line located on land now or formerly of B.C.A. Realty Company, as more fully set forth in the Nulco Mfg. Corp. Deed.

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