

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **MICHELLE MACKNIGHT**

*Email Contact at Filer:* **MMACKNIGHT@RCFP.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **ROBERTS, CARROLL, FELDSTEIN & PEIRCE**

*Mailing Address:* **10 WEYBOSSET ST., 8TH FLOOR**

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

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## DEBTOR INFORMATION

*Org. Name:* **GILLESPIE COURT, LLC**

*Mailing Address:* **29 SUGAR MAPLE DRIVE**

*City, State Zip Country:* **COVENTRY, RI 02816 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **BAYCOAST BANK**

*Mailing Address:* **330 SWANSEA MALL DRIVE**

*City, State Zip Country:* **SWANSEA, MA 02777 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 4784-181**

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## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michelle MacKnight - 521-7000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>mmacknight@rcfp.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"><b>Edward G. Avila, Esquire Roberts, Carroll, Feldstein &amp; Peirce 10 Weybosset St., 8th Floor Providence, RI 02903</b></div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Gillespie Court, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>29 Sugar Maple Drive</b>	<b>Coventry</b>	<b>RI</b>	<b>02816</b>	<b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>BayCoast Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>330 Swansea Mall Drive</b>	<b>Swansea</b>	<b>MA</b>	<b>02777</b>	<b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto and incorporated herein

Filed with Coventry Clerk's Office

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Ballor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>Our File No. 4784-181</b>	

# 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 <b>Gillespie Court, LLC</b>	
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):

6 Jefferson Drive, Coventry, RI

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):

16. Description of real estate:

17. MISCELLANEOUS:

## **EXHIBIT A**

**Debtor:** Gillespie Court, LLC  
29 Sugar Maple Drive  
Coventry, Rhode Island 02816

**Secured Party:** BayCoast Bank  
330 Swansea Mall Drive  
Swansea, Massachusetts 02777

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

**PERSONAL PROPERTY AND FIXTURES:** All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

**A. EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

**B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

**C. UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

**D. RECORDS:** All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

**E. NAME AND GOODWILL:** The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

### **DEFINITIONS**

**"Code"** shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

**"Equipment"** shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

**"Fixtures"** shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

**"Obligations"** means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

**"Premises"** shall mean the real estate of the Debtor located at 6 Jefferson Drive, Coventry, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

**"Proceeds"** shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

4784-181/3501579

## EXHIBIT B

### PARCEL I

That certain tract or parcel of land, situated on the easterly side of Jefferson Drive in the Town of Coventry, County of Kent and State Rhode Island, bounded and described as follows:

Beginning at an iron rod set in the easterly line of Jefferson Drive, said point being at the southwesterly corner of other land now or formerly owned by Francis L. Peltier, et ux and at the northwesterly corner of the herein described parcel; thence running southerly in the easterly line of said Jefferson Drive two hundred thirty nine and 36/100 (239.36) feet to the southwesterly corner of this parcel, said point also being at the northwesterly corner of other land, now or formerly of Francis L. Peltier, et ux; thence turning an interior angle of  $90^{\circ}45'40''$  and running easterly, bounding southerly on Peltiers' land, two hundred seventy nine and 59/100 (279.59) feet to the southeasterly corner of this parcel at land owned by the Kent County Water Authority; thence turning an interior angle of  $90^{\circ}$  and running northerly, bounding easterly on said Kent County Water land two hundred thirty nine and 34/100 (239.34) feet to an iron rod set at the northeasterly corner of this parcel and at the southeasterly corner of other land of said Peltiers; thence turning and interior angle of  $90^{\circ}$  and running westerly, bounded northerly on said other land now or formerly of Francis L. Peltier et ux, two hundred eighty two and 77/100 (282.77) feet to the easterly line of said Jefferson Drive and the point of beginning; said first and last described lines intersect at an interior angle of  $49^{\circ}14'20''$ . Said parcel contains 1.54 acres of land and is designated as the northerly portions of Lot 61 and 560 on Assessor's Plat 25 in the Town of Coventry, R.I.

### PARCEL II

That certain parcel of land, with all the buildings and improvements thereon, situated on the southerly side of Tiogue Avenue, in the Town of Coventry, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly line of Tiogue Avenue, said point of beginning being the northeasterly corner of land belonging to Oliver F. Forcier; thence running in a general easterly direction, bounded northerly by said Tiogue Avenue, a distance of fifty (50) feet more or less to a point; thence turning and running in a general southerly direction, bounded easterly in part by land belonging to George E. and Margaret Matteson and in part by land belonging to William C. and Gladys Facticeau and in part by land belonging to Kent County Water Authority a distance of five hundred forty (540) feet, more or less, to a point; thence turning an interior angle of  $90^{\circ}$  and running in a general westerly direction, bounded southerly by other land now or formerly of Colonial Plumbing & Heating Supply Co. successor in interest to Colonial Arms Realty, Inc. and Central Heat & Air Cond. Supply Co., a distance of two hundred seventy (270) feet, more or less, to the easterly line of a fifty (50) foot right of way; thence turning an interior angle of  $90^{\circ}$  and running in a general northerly direction, bounded westerly by said fifty (50) foot right of way which extends in a northerly direction of Tiogue Avenue a distance of two hundred fifty-five (255) feet, more or less, to an angle point; thence continuing in a general northerly direction, bounded westerly by said fifty (50) foot right of way, a distance of one hundred eighty two and 75/100 (182.75) feet to a point; thence turning and running in a general easterly direction, bounded northerly by land now or formerly belonging to Alfred A. Levesque et ux, a distance of one hundred twenty (120) feet more or less to a point; thence continuing in a general easterly direction, bounded northerly by said Forcier land, a distance of ninety-five (95) feet, more or less, to a point; thence turning and running in a general northerly direction, bounded westerly by said Forcier land, a distance of one hundred thirteen (113) feet, more or less, to the point and place of beginning.

Said parcel contains 2.85 acres.

Property Address:  
6 Jefferson Drive  
Coventry, RI 02816  
AP. 28 AL. 24.11