

UCC-1 Form

FILER INFORMATION

Full name: **DAVID M. GILDEN, ESQ.**

Email Contact at Filer: **MBRAMWELL@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: **LIZ DEVELOPMENT GROUP, L.L.C.**

Mailing Address: **4 FOX PLACE, 2ND FLOOR**

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

SECURED PARTY INFORMATION

Org. Name: **BERKSHIRE BANK**

Mailing Address: **803 MAIN STREET**

City, State Zip Country: **WILLIMANTIC, CT 06226 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 7957/14

COLLATERAL

SEE ATTACHED EXHIBIT A

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Liz Development Group, L.L.C.
4 Fox Place, 2nd Floor
Providence, RI 02903

Secured Party:

Berkshire Bank
803 Main Street
Willimantic, CT 06226

The following terms shall have the following meanings:

IMPROVEMENTS: All buildings and improvements now or hereafter constructed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real described on Exhibit B attached hereto and incorporated herein by reference (the "Land").

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 Land, the Improvements and/or any other property or rights encumbered or conveyed hereby, 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 Land, to the extent of all amounts which may be secured by the Mortgage granted by Debtor to Secured Party, at the date of receipt of any such award or payment by Secured Party or Debtor incurred by Secured Party in connection with the collection of such award or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

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 Land and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor (all such tenancies, subtenancies, leases, subleases, agreements, renewals and extensions are herein individually called a "Lease" and collectively called "Leases"), and all of the Rentals and other Payments, hereinafter defined, which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of the Land from all of the occupants, tenants, lessees, subtenants and sublessees (individually a "Tenant" and collectively "Tenants") now and from time to time hereafter occupying the Land or any portion thereof under or on account of the Leases, to be held as security for the payment and performance of all of the obligations.

RENTALS AND OTHER PAYMENTS: All revenues, rents, issues and profits from the Land and all Leases and all other sums now or hereafter paid or payable to Debtor by Tenants now or hereafter occupying the Land or any portion thereof under or by reason of all existing and future Leases of the whole or any part of the Land, 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 Land, proceeds of rental insurance and business interruption insurance,

so-called, proceeds of any insurance or guaranty of any Lease of the whole or any portion of the Land 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 Land 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 Land or any portion thereof, and all sums paid pursuant to settlement with or judgment against any Tenants relating to any alleged breach of any Lease.

EXHIBIT B TO UCC-1 FINANCING STATEMENT

Legal Descriptions

EXHIBIT "B"

ALL THOSE CERTAIN LOTS, or parcels of land, with the buildings and improvements thereon, located in the Town of North Smithfield, County of Providence, State of Rhode Island, being bounded and described as follows:

Parcel 1:

0 Smith Street, North Smithfield - AP 3 AL 272

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Graves Avenue in the Town of North Smithfield, County of Providence, State of Rhode Island, shown as "Lot 272" on that plan entitled, "Proposed Conditions, Corrective Final Plan Major Subdivision No Street Creation or Extension for Liz Development Group, LLC, Assessor's Plat 3, Lots 272, 273A, 275 & 276, Graves Avenue, North Smithfield, Rhode Island; March 7, 2019 Scale: 1 inch equals 40 feet by Marc N. Nyberg Associates, Inc., Land Surveyors and Planners," which said plat is recorded with the land evidence records of the Town of North Smithfield in Book 1 at page 432.

Parcel 2:

0 Keough Street, North Smithfield - AP 3 AL 273 (portion)

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Graves Avenue in the Town of North Smithfield, County of Providence, State of Rhode Island, shown as "Lot 273" on that plan entitled, "Proposed Conditions, Corrective Final Plan Major Subdivision No Street Creation or Extension for Liz Development Group, LLC, Assessor's Plat 3, Lots 272, 273A, 275 & 276, Graves Avenue, North Smithfield, Rhode Island; March 7, 2019 Scale: 1 inch equals 40 feet by Marc N. Nyberg Associates, Inc., Land Surveyors and Planners," which said plat is recorded with the land evidence records of the Town of North Smithfield in Book 1 at page 432.

Parcel 3:

0 Keough Street, North Smithfield - AP 3 AL 273 (portion)

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Graves Avenue in the Town of North Smithfield, County of Providence, State of Rhode Island, shown as "Parcel A Part of 273" on that plan entitled, "Proposed Conditions, Corrective Final Plan Major Subdivision No Street Creation or Extension for Liz Development Group, LLC, Assessor's Plat 3, Lots 272, 273A, 275 & 276, Graves Avenue, North Smithfield, Rhode Island; March 7, 2019 Scale: 1 inch equals 40 feet by Marc N. Nyberg Associates, Inc., Land Surveyors and Planners," which said plat is

recorded with the land evidence records of the Town of North Smithfield in Book 1 at page 432.

Parcel 4:

0 Smith Street, North Smithfield - AP 3 AL 275

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Graves Avenue in the Town of North Smithfield, County of Providence, State of Rhode Island, shown as "Lot 275" on that plan entitled, "Proposed Conditions, Corrective Final Plan Major Subdivision No Street Creation or Extension for Liz Development Group, LLC, Assessor's Plat 3, Lots 272, 273A, 275 & 276, Graves Avenue, North Smithfield, Rhode Island; March 7, 2019 Scale: 1 inch equals 40 feet by Marc N. Nyberg Associates, Inc., Land Surveyors and Planners," which said plat is recorded with the land evidence records of the Town of North Smithfield in Book 1 at page 432.

Parcel 5:

0 Smith Street, North Smithfield - AP 3 AL 276

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the easterly side of Graves Avenue in the Town of North Smithfield, County of Providence, State of Rhode Island, shown as "Lot 276" on that plan entitled, "Proposed Conditions, Corrective Final Plan Major Subdivision No Street Creation or Extension for Liz Development Group, LLC, Assessor's Plat 3, Lots 272, 273A, 275 & 276, Graves Avenue, North Smithfield, Rhode Island; March 7, 2019 Scale: 1 inch equals 40 feet by Marc N. Nyberg Associates, Inc., Land Surveyors and Planners," which said plat is recorded with the land evidence records of the Town of North Smithfield in Book 1 at page 432.

Parcel 6:

0 Middle Street, North Smithfield - AP 3 AL 278

Those certain lots or parcels of land with all the buildings and improvements thereon situated in the Town of North Smithfield and State of Rhode Island, laid out and delineated as Lot Nos. 350 through 353, both inclusive, on that plat entitled, "Royal Homestead Land Co. Inc. Woonsocket & North Smithfield R.I. 1916 Willard Kent Civil Engineer," which plat is recorded in the land evidence records of the Town of North Smithfield on Shelf 14.

Parcel 7:

0 Middle Street, North Smithfield - AP 3 AL 279

Those certain lots or parcels of land with all the buildings and improvements thereon situated in the Town of North Smithfield and State of Rhode Island, laid out and delineated as Lot Nos. 338 through 341, both inclusive, on that plat entitled, "Royal Homestead Land Co. Inc. Woonsocket & North Smithfield R.I. 1916 Willard Kent Civil Engineer," which plat is recorded in the land evidence records of the Town of North Smithfield on Shelf 14.

Parcel 8:

0 Keough Street, North Smithfield - AP 3 AL 280

Those certain lots or parcels of land with all the buildings and improvements thereon situated in the Town of North Smithfield and State of Rhode Island, laid out and delineated as Lot Nos. 322 through 325, both inclusive, on that plat entitled, "Royal Homestead Land Co. Inc. Woonsocket & North Smithfield R.I. 1916 Willard Kent Civil Engineer," which plat is recorded in the land evidence records of the Town of North Smithfield on Shelf 14.

Parcel 9:

0 Middle Street, North Smithfield - AP 3 AL 281

Those certain lots or parcels of land with all the buildings and improvements thereon situated in the Town of North Smithfield and State of Rhode Island, laid out and delineated as Lot Nos. 318 through 321, both inclusive, on that plat entitled, "Royal Homestead Land Co. Inc. Woonsocket & North Smithfield R.I. 1916 Willard Kent Civil Engineer," which plat is recorded in the land evidence records of the Town of North Smithfield on Shelf 14.