

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **EDWARD G. AVILA, ESQUIRE**

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

## SEND ACKNOWLEDGEMENT TO

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

*Mailing Address:* **10 WEYBOSSET STREET, SUITE 800**

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

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## DEBTOR INFORMATION

*Org. Name:* **PROVIDENCE CAPITAL, LLC**

*Mailing Address:* **278 SCRANTON AVENUE**

*City, State Zip Country:* **FALMOUTH, MA 02540 USA**

*Org. Name:* **PROVIDENCE CAPITAL II, LLC**

*Mailing Address:* **278 SCRANTON AVENUE**

*City, State Zip Country:* **FALMOUTH, MA 02540 USA**

*Org. Name:* **PROVIDENCE G TENANT, LLC**

*Mailing Address:* **278 SCRANTON AVENUE**

*City, State Zip Country:* **FALMOUTH, MA 02540 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **ROCKLAND TRUST COMPANY**

*Mailing Address:* **288 UNION STREET**

*City, State Zip Country:* **ROCKLAND, MA 02370 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 3842-287**

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## COLLATERAL

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

**EXHIBIT A**

**Debtor:** Providence Capital, LLC  
Providence Capital II, LLC  
Providence G. Tenant, LLC  
278 Scranton Avenue  
Falmouth, Massachusetts 02540

**Secured Party:** Rockland Trust Company  
288 Union Street  
Rockland, Massachusetts 02370

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 100 and 108 Weybosset Street and 98-102 Dorrance Street. Providence, 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.

3842-287 (3563249)

**EXHIBIT B**

**LEGAL DESCRIPTION**

**100 Weybosset Street, Providence, RI – Plat 20 Lot 202**

That tract of land, with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, bounding Northwesterly on Weybosset Street seventy-one and 56/100 (71.56) feet, more or less, Northeasterly on Orange Street one hundred twenty-four and 93/100 (124.93) feet, more or less, Southeasterly on land now or formerly of Charles H. Childs Estate and Southwesterly in part on land of the Howard Realty Company and in part on land of the Cornelia E. Green Estate.

**92 Dorrance Street, Providence, RI – Plat 20 Lot 62**

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

A lot of land designated A, B, C, D on Plat of Land entitled "Plat of Parcel No. 3 of an Estate of Providence belonging to Cornelia B. Green and Samuel G. Arnold et al divided by William G.R. Mowry; William M. Bailey and Amasa S. Westcott Commissioners appointed by the Supreme Court October 1876, surveyed and drawn by Wm. S. Haines Dec. 1<sup>st</sup> 1877", which Plat is recorded in the Office of the Recorder of Deeds in Said City of Providence, in Plat Book No. 13, at Page 12, containing by estimation 1053.76 square feet, and so much of the land adjoining said lot on the Northeast and designated on said Plat "Private Gangway" as may be appurtenant thereto or belong to the Grantor, together with the right in favor of said first mentioned lot of passage said through gangway to and from Weybosset Street as shown on said Plat, and together with all the other provisions and appurtenances of and unto said lot belonging or appertaining. Subject to the rights of other owners of land adjoining said private gangway and those claiming under them to the use thereof.

For title, see Quitclaim Deed dated August 24, 2006 and recorded with the Providence Land Evidence Records in Book 8243 at Page 243.

**98 Dorrance Street, Providence, RI – Plat 20 Lot 189**

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

Northeasterly by Orange Street, on which it measures about 68 feet;

Southeasterly by land now or late of Planet Realty Co., Inc.;

Southwesterly by Dorrance Street, on which it measures about 68 feet; and

Northwesterly by land now or lately of the Providence Gas Company in part, and in part by land now or lately of Prudence Corporation.

For title, see deed dated March 1, 1974 and recorded with the Providence Land Evidence Records in Book 1179 at Page 751.

**88 Dorrance Street, Providence, RI – Plat 20 Lot 191**  
**108 Weybosset Street, Providence, RI – Plat 20 Lot 201**

Those two parcels of land, with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, bounded and described as follows:

FIRST PARCEL: Beginning at the westerly corner of said parcel at the Easterly corner of Weybosset Street and Dorrance Street; thence Northeasterly bounding Northwesterly on Weybosset Street, twelve and 56/100 (12.56) feet, more or less, to a gangway; thence on said gangway Southeasterly fifty and 15/100 (50.15) feet, more or less, to the Second Parcel hereinafter described; thence Southwesterly bounding Southeasterly on said Second Parcel fifteen and 48/100 (15.48) feet, more or less, to Dorrance Street; thence Northwesterly bounding Southwesterly on Dorrance Street fifty and 25/100 (50.25) feet, more or less, to Weybosset Street at the Point of Beginning.

SECOND PARCEL: Beginning at a point in the Northeasterly line of Dorrance Street at the Westerly corner of said Second Parcel and at the Southerly corner of said First Parcel; thence Northeasterly bounding Northwesterly on said First Parcel, fifteen and 48/100 (15.48) feet, more or less, to a gangway; thence Southeasterly bounding Northeasterly on said gangway twenty-six and 08/100 (26.08) feet, more or less, to land now or lately of the Providence Gas Company; thence Southwesterly bounding Southeasterly on said last named land seventeen and 01/100 (17.01) feet, more or less, to Dorrance Street; thence Northwesterly bounding Southwesterly on Dorrance Street twenty-six and 13/100 (26.13) feet, more or less, to the Point of Beginning.

Together with all right, title and interest of the Grantor in and to, and all rights of the Grantor with respect to, the land and each portion thereof shown and designated as a "Private Gangway" on that Plat of Land entitled, "Plat of Parcel No. 3 of an Estate in Providence belonging to Comelia E. Green & Samuel G. Arnold et al divided by William G.R. Mowry, William M. Bailey and Amasa S. Westcott, Commissioners appointed by the Supreme Court October 1876, surveyed and drawn by Wm. S. Hanes Dec 1<sup>st</sup> 1877" which Plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book No. 13 at Page 12 (copy) on Plat Card 506.

For title, see Warranty Deed dated April 26, 1973 and recorded with the Providence Land Evidence Records in Book 1174 at Page 573.