

UCC-1 Form

FILER INFORMATION

Full name: **MICHELLE MACKNIGHT**

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SEND ACKNOWLEDGEMENT TO

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

Mailing Address: **10 WEYBOSSET STREET, 8TH FLOOR**

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

DEBTOR INFORMATION

Org. Name: **CONTINENTAL PROPERTIES, LLC**

Mailing Address: **8925 COLLINS AVENUE, APT. 2A**

City, State Zip Country: **MIAMI, FL 33154 USA**

SECURED PARTY INFORMATION

Org. Name: **HARBORONE BANK**

Mailing Address: **770 OAK STREET**

City, State Zip Country: **BROCKTON, MA 02301 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE NO. 5300-43

COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A

Debtor: Continental Properties, LLC
8925 Collins Avenue
Apt. 2A
Miami, Florida 33154

Secured Party: HarborOne Bank
770 Oak Street
Brockton, Massachusetts 02301

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 22 and 24-26 Catherine Street, Newport, 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.

5300-43/#3630001

EXHIBIT B

**22 & 24-26 Catherine Street
Newport, Rhode Island 02840**

THOSE certain lots or parcels of land, with the buildings and improvements thereon, situated in the City of Newport, County of Newport, State of Rhode Island, being bounded and described as follows:

PARCEL ONE:

SOUTHERLY: on Catherine Street, eighty-four (84) feet;
WESTERLY: by Brinley Street, one hundred fifteen and five-tenths (115.5) feet;
NORTHERLY: by land now or formerly of Frank Freitas, Jr., et al, seventy-nine and four-tenths (79.4) feet; and
EASTERLY: by the Second Parcel hereinafter described, one hundred seven and nine-tenths (107.9) feet.

BE ALL SAID measurements, more or less, or however otherwise the same may be bounded and described.

BEING designated as Tax Assessor's Plat 25, Lot 39 of the City of Newport, as presently constituted.

PARCEL TWO:

BEGINNING at a point in the northerly line of Catherine Street, a distance of eighty-four (84) feet from the point of intersection of said northerly line of Catherine Street with the easterly line of Brinley Street; thence running northwardly one hundred forty and nine-tenths (140.9) feet to a point bounded **WESTERLY** partly by the parcel of land hereinbefore described and partly by land now or formerly of Frank Freitas, Jr., et al; thence continuing in a more northerly direction, twenty and five-tenths (20.5) feet to a point bounded **WESTERLY** by land now or formerly of said Frank Freitas, Jr., et al; thence turning and running eastwardly, eighty and seven-tenths (80.7) feet to a point bounded **NORTHERLY** partly by land now or formerly of Church Community Corporation, and partly by land now or formerly of Andrews Express & Storage

Warehouse, Inc.; thence turning and running southerly forty-two and seven-tenths (42.7) feet to a point bounded EASTERLY by land now or formerly of Thomas J. Gieske, et ux; thence continuing in a more southerly line, one hundred fifteen and sixty-nine (115.69) feet to a point in the northerly line of Catherine Street, bounded EASTERLY by said Gieske land; thence turning and running westwardly in said northerly line of Catherine Street, eighty-two and thirty-four hundredths (82.34) feet to the point and place of beginning, bounded SOUTHERLY on Catherine Street.

BE ALL SAID measurements, more or less, or however otherwise the same may be bounded and described.

BEING designated as Tax Assessor's Plat 25, Lot 37 of the City of Newport, as presently constituted.

BOTH PARCELS SUBJECT to taxes assessed by the City of Newport as of December 31, 2019.