

UCC-1 Form

FILER INFORMATION

Full name: **RALPH B. GILLIS, ESQ.**

Email Contact at Filer: **RGILLIS@DUFFYSWEENEY.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **DUFFY & SWEENEY, LTD.**

Mailing Address: **321 SOUTH MAIN STREET, SUITE 400**

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

DEBTOR INFORMATION

Org. Name: **146 WESTMINSTER STREET, LLC**

Mailing Address: **96 MAIN STREET**

City, State Zip Country: **BRIDGEWATER, MA 02324 USA**

SECURED PARTY INFORMATION

Org. Name: **BANK OF AMERICA, N.A.**

Mailing Address: **100 WESTMINSTER STREET**

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

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE: 001461.0011

COLLATERAL

ALL ASSETS OF THE DEBTOR, INCLUDING WITHOUT LIMITATION ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY AND ALL FIXTURES, AS WELL AS THAT WHICH IS DESCRIBED ON THE ATTACHED EXHIBIT "A"

EXHIBIT A

All of Debtor's right, title and interest now or hereafter acquired in and to:

(a) All tangible personal property of every kind and description, whether stored on the Land or elsewhere, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, and machinery, and which in all cases is (i) used or useful or acquired in connection with any construction undertaken on the Land or the maintenance of the Land and the Improvements, or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings, and as-built drawings which arise from or relate to the Land or the Improvements;

(c) All general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All deposit accounts from which Debtor may from time to time authorize Secured Party to debit payments due on the Secured Obligations; all rights and interests under all Swap Contracts, including all rights to the payment of money from Secured Party under any such Swap Contracts; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any such Swap Contracts. "Swap Contract" means any document, instrument or agreement with Secured Party, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time; and

(e) All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

Capitalized terms used above without definition have the meanings given them in the Mortgage dated November 5, 2020, given by Debtor for the benefit of Secured Party. The real property encumbered by the Mortgage, and on which the personal property described herein is located (other than as described hereinabove), is located at 146 Westminster Street, Unit 1, Providence, RI 02903.