

# UCC-1 Form

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## FILER INFORMATION

*Full name:* CORPORATION SERVICE COMPANY

*Email Contact at Filer:* RISOSUCCFILINGSV3@CSCGLOBAL.COM

## SEND ACKNOWLEDGEMENT TO

*Contact name:* CORPORATION SERVICE COMPANY

*Mailing Address:* 801 ADLAI STEVENSON DRIVE

*City, State Zip Country:* SPRINGFIELD, IL 62703 USA

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## DEBTOR INFORMATION

*Org. Name:* GP VERMONT INDUSTRIAL I, L.L.C.

*Mailing Address:* C/O GILBANE DEVELOPMENT COMPANY, 7 JACKSON WALKWAY

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

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## SECURED PARTY INFORMATION

*Org. Name:* SANTANDER BANK, N.A.

*Mailing Address:* 450 PENN STREET

*City, State Zip Country:* READING, PA 19602 USA

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: 2016 40986**

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## COLLATERAL

ALL PERSONAL PROPERTY OF DEBTOR AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF LOCATED AT 7552 EAST INDIAN SCHOOL ROAD, SCOTTSDALE, ARIZONA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

**EXHIBIT A**

To

UCC-1 Financing Statement given by  
GP Vermont Industrial I, L.L.C., a Rhode Island limited liability company (“**Debtor**”)  
to Santander Bank, N.A. (“**Secured Party**”)

All right, title and interest of the Debtor in and to the Premises and the Collateral, (collectively, the “Property”) (each as defined below):

“**Collateral**” means:

(a) All of the Debtor’s accounts, accounts receivable, contract rights, documents, instruments, general intangibles, and rents and profits arising from the Property;

(b) The Debtor’s personal property including inventory, supplies, furniture, furnishings, equipment, and building and construction materials, used or useful in the construction, operation or maintenance of the Property;

(c) The Debtor’s rights as lessee of all property leased by the Debtor now or hereafter located on or used in connection with the operation or maintenance of the Premises;

(d) To the extent assignable, all contracts, agreements, licenses, permits and approvals for the construction, ownership, maintenance and operation of the Property;

(e) The goodwill and trade names owned by the Debtor and any business conducted on the Property by the Debtor, and all service marks and logotypes used in connection therewith;

(f) All books, records, plans and specifications and operating manuals of Debtor relating to the construction, use, operation, occupancy, and maintenance of the Property;

(g) The proceeds of any insurance for damage to the property described above as “Collateral”; and

(h) The proceeds of all judgments, awards of damages, and settlements for, or in lieu of, the taking by eminent domain of all or any part of the property described above as “Collateral”.

“**Premises**” means:

a) The fee simple interest in the land (the “Land”) located at **7552 East Indian School Road, Scottsdale, Arizona**, as more particularly described in Exhibit B attached hereto, with Debtor’s right title and interest in all buildings, structures and improvements (“Improvements”)

now or hereafter thereon, together with all of Debtor's right, title and interest in and to any easements, licenses or other rights to use, access or passage, together with all other appurtenances thereof and interests therein now or hereafter owned by Debtor, including Debtor's rights in all fixtures now or hereafter attached to, located on or used in connection with the Improvements, and all leases, occupancy agreements, and rents and profits thereof;

(b) All materials intended for construction, reconstruction, alteration or repair of the Improvements;

(c) All of the Debtor's goods, equipment, inventory and articles of personal property now or hereafter attached to, located on or used in connection with the Improvements, including without limitation, furniture, furnishings, appliances, partitions, screens, window treatments, floor coverings, hall and lobby equipment and cleaning and maintenance equipment and supplies;

(d) All replacements of and additions to all of the property described above as the "Premises";

(e) The proceeds of any insurance for damage to the property described above as the "Premises"; and

(f) The proceeds of all judgments, awards of damages and settlements for, or in lieu of, the taking by eminent domain of any part of the property described above as comprising the "Premises".

**EXHIBIT B**

To  
UCC-1 Financing Statement given by  
GP Vermont Industrial I, L.L.C., a Rhode Island limited liability company (“**Debtor**”)  
to Santander Bank, N.A. (“**Secured Party**”)

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

Lot 1, Eckerd Drug Store No. 5331, a subdivision according to Book 688 of Maps, page 33, records of Maricopa County, Arizona;

EXCEPT that portion dedicated to the City of Scottsdale in instrument recorded on Document No. 2004-1347904, records of Maricopa County, Arizona, described as follows:

That portion of Lot 1 and Lot 2, Eckerd Drug Store No. 5331, Property Division in the City of Scottsdale, according to the property division map recorded in Book 688 of Maps, page 33, Official Records of the Maricopa County Recorder, Maricopa County, Arizona, being situated within the East half of the Southeast quarter of the Southwest quarter of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in handhole at the South quarter corner of said Section 23, from which point a brass cap in handhole at the Southwest corner of said Section 23, bears South 89 degrees 53 minutes 52 seconds West (an assumed bearing), a distance of 2,629.68 feet, and also from which point a stone in handhole at the center of said Section 23, bears North 00 degrees 21 minutes 00 seconds West, a distance of 2,650.73 feet;

THENCE South 89 degrees 53 minutes 52 seconds West, along the South line of said Southwest quarter of Section 23, a distance of 507.42 feet;

THENCE North 00 degrees 21 minutes 00 seconds West along the East line of the West 150 feet of the East half of the Southeast quarter of the Southwest quarter of said Section 23, a distance of 40.00 feet to the Southwest corner of said Lot 2 and to the POINT OF BEGINNING;

THENCE continuing North 00 degrees 21 minutes 00 Seconds west along the West line of said Lot 2, a distance of 5.00 feet to the intersection with the North line of the South 45 feet of the Southeast quarter of the Southwest quarter of said Section 23;

THENCE North 89 degrees 53 minutes 52 seconds East along the North line of the South 5 feet of said Lots 1 and 2, a distance of 460.59 feet to the intersection with the Southeasterly line of said Lot 1 and to a point on a curve concave Northwesterly, the center of said curve bearing North 41 degrees 30 minutes 43 seconds West, a distance of 20.00 feet;

THENCE Southwesterly, 14.45 feet along the arc of said curve and said Southeasterly line of said Lot 1, through a central angle of 41 degrees 24 minutes 35 seconds to a point of tangency;

THENCE South 89 degrees 53 minutes 52 seconds West along the North line of the South 40 feet of the Southwest quarter of said Section 23 and along the South line of said Lots 1 and 2, a distance of 447.33 feet to the Southwest corner of said Lot 2 and the POINT OF BEGINNING.

Parcel No. 2:

Non-exclusive easements and rights of ingress and egress and access by or pursuant to that certain "Declaration of Easements and Covenants" recorded September 10, 2003, in Document No. 20031270452, records of Maricopa County, Arizona.

Parcel No. 3:

A non-exclusive easement for landscaping and maintenance of said landscaping by or pursuant to that certain "Landscape Easement and Maintenance Agreement" recorded March 4, 2005 , in Document No. 20050271615, records of Maricopa county, Arizona.