

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **MICHELLE MACKNIGHT**

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

## SEND ACKNOWLEDGEMENT TO

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

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

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

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## DEBTOR INFORMATION

*Org. Name:* **GEMINI REALTY, LLC**

*Mailing Address:* **458 CRANSTON STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02907 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **HARBORONE BANK**

*Mailing Address:* **770 OAK STREET**

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

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 5300-53**

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## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT A**

**Debtor:** Gemini Realty, LLC  
458 Cranston Street  
Providence, RI 02907

**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 452-458 Cranston Street in 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.

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## EXHIBIT B

### PARCEL I:

That certain tract or parcel of land with all the buildings and improvements thereon, situated at the northeasterly corner of Cranston Street and Superior Street, in the City of Providence, State of Rhode Island, and bounded and described as follows:

Beginning at the intersection of the northerly line of Superior Street with the easterly line of Cranston Street, and running thence northerly bounding westerly on Cranston Street fifty-six and 38/100 (56.38) feet, more or less, to land formerly of Susan S. Sprague Estate; thence turning and running easterly bounding northerly on said Sprague Estate land a distance of eighty-five and 5/10 (85.5) feet, more or less, to land now or lately of Home Owner's Loan Corporation; thence turning and running southerly bounding easterly on said last named land a distance of fifty-four and 33/100 (54.33) feet, more or less, to Superior Street; thence turning and running westerly bounding southerly on Superior Street a distance of one hundred one and 56/100 (101.56) feet, more or less, to Cranston Street and the point and place of beginning.

### PARCEL II:

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

Beginning at a point in the southeasterly line of Cranston Street at the westerly corner of said parcel and at the northerly corner of land formerly of Alfred Gemma and wife; thence northeasterly bounding northwesterly on Cranston Street, thirty-eight and 25/100 (38.25) feet, more or less, to land now or lately of Isidor Truett and wife; thence southeasterly bounding northeasterly on said Truett land ninety-seven and 175/1000 (97.175) feet, more or less, to land now or lately of Mary Dupre; thence southwesterly bounding southeasterly on said Dupre land to land now or lately of the Home Owner's Loan Corporation; thence northeasterly bounding southwesterly on said last named land to said Gemma land; thence northwesterly bounding southwesterly on said Gemma land eighty-five and one-half (85½) feet, more or less, to Cranston Street and the point of beginning.

Excepting from the above conveyed premises that portion conveyed by Alfred Gemma and wife Emily Gemma to Peter Leuzzi et ux by deed recorded in Book 887 at Page 137 in the Land Records of the City of Providence, State of Rhode Island.

Property Address:  
452 Cranston Street  
Providence, RI 02907  
Plat 31, Lot 92