

UCC-1 Form

FILER INFORMATION

Full name: **TENLEY P. CALLAGHAN, ESQ.**

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SEND ACKNOWLEDGEMENT TO

Contact name: **CLEVELAND, WATERS AND BASS, P.,A.**

Mailing Address: **PO Box 1137**

City, State Zip Country: **CONCORD, NH 03302 USA**

DEBTOR INFORMATION

Org. Name: **POCASSET MILL, LLC**

Mailing Address: **C/O BRADY SULLIVAN PROPERTIES, LLC, 670 N. COMMERCIAL STREET**

City, State Zip Country: **MANCHESTER, NH 03101 USA**

SECURED PARTY INFORMATION

Org. Name: **BANK OF NEW HAMPSHIRE**

Mailing Address: **62 PLEASANT STREET**

City, State Zip Country: **LACONIA, NH 03246 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 20779.095

COLLATERAL

SEE ATTACHED

EXHIBIT A

Debtor also grants a security interest in the following:

(1) All Fixtures pertaining to property located at **75 Pocasset Street, in the Town of Johnston, Providence County, Rhode Island** (the "Premises"), whether now or hereafter owned by Debtor and now affixed or to be affixed, or now or hereafter located upon the Premises, and all Accounts, Documents and General Intangibles pertaining thereto and to the Premises. The foregoing shall include without limitation all construction materials, plumbing, heating, lighting, refrigerating, ventilating and air conditioning apparatus and equipment, elevators and elevator machinery, boilers, tanks, motors, sprinkler and fire extinguishing systems, alarm systems, screens, awnings, screen doors, storm and other detachable windows and doors, perennial flowers, and other equipment, machinery, furniture and furnishings, building materials, fixtures, and tangible personal property now and hereafter owned by Debtor and now and hereafter affixed to, placed upon or used in connection with the operation of the Premises, and all other purposes whether or not included in the foregoing enumeration, together with cash proceeds and non-cash proceeds of all of the foregoing, all of which are covered by the Mortgage of even or near even date between the Debtor and the Secured Party, whether or not such property is subject to prior conditional sales agreements, chattel mortgages or other liens, excepting inventory and personal property to be consumed or sold in the normal course of business of Debtor. If the lien hereof on any Fixtures is subject to a conditional sales agreement or chattel mortgage or security agreement covering such property, then in the event of any default hereunder all the rights, title and interest of Debtor in and to any and all deposits made thereon or therefor are hereby assigned to Secured Party, together with the benefit of any payments now or hereafter made thereon. There are also transferred, set over and assigned to Secured Party, its successors and assigns hereby all conditional sales agreements, leases and use agreements pertaining to Fixtures of Debtor in the categories hereinabove set forth and now and hereafter affixed to, placed upon or used in connection with the operation of the Premises under which Debtor is the lessee of, or entitled to use, such items, and Debtor agrees to execute and deliver to Secured Party specific separate assignments thereof to Secured Party of such leases and agreements when requested by Secured Party; and nothing herein shall obligate Secured Party to perform any obligations of Debtor under such leases or agreements, unless it so chooses, which obligations Debtor hereby covenants and agrees to well and punctually perform. The terms "Fixtures," "Accounts," "Documents," and "General Intangibles" shall have the meaning set forth in the Uniform Commercial Code as now in effect in the State of New Hampshire.

(2) Any and all additions, accessions, substitutions or replacements to or for any of the foregoing.

(3) Any and all products and proceeds of any or all of the foregoing, including, without limitation, cash and cash equivalents, tax refunds, insurance claims and proceeds and other contract rights or rights to the payment of money with respect to any such collateral.

(4) All of Debtor's after-acquired property of the kinds and types described in the foregoing paragraphs.

All of the real and personal property hereby granted, sold and conveyed, or intended so to be are hereinafter generally referred to as the “Mortgaged Property”. **Notwithstanding the foregoing, for the purposes of flood insurance requirements, specifically excluded from the definition of “Collateral” are any items of tangible personal property that are (i) not fixtures, (ii) are located at the Premises, and (iii) are not covered by Company’s flood insurance policy.**

As further security for payment of the indebtedness and performance of the Obligations secured hereby, Debtor hereby grants, transfers, sets over and assigns to Secured Party:

(a) All rents, security deposits, issues and profits, revenues, royalties, bonuses, rights and benefits under any and all leases or tenancies now existing or hereafter created pertaining to or arising from the Mortgaged Property or any part thereof, with the right to receive and apply the same to the Obligations, and Secured Party may demand, sue for and recover such payments, but shall not be required to do so; provided, however, that so long as Debtor is not in default hereunder, the right to receive and retain such rents, issues and profits is reserved to Debtor. To carry out the foregoing, Debtor agrees (1) to execute and deliver to Secured Party such assignments of leases and rents applicable to the Mortgaged Property as Secured Party may from time to time request, while this Mortgage and the Obligations secured hereby are outstanding, and further (2) not to cancel, accept a surrender of, reduce the rentals under, anticipate any rentals under, or modify any such leases or tenancies, or consent to an assignment or subletting thereof, in whole or in part, without Secured Party’s written consent. Nothing herein shall obligate Secured Party to perform the duties of Debtor as landlord or lessor under any such leases or tenancies, which duties Debtor hereby covenants and agrees to well and punctually perform; and

(b) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Property or any interest therein or part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, including any award for change of grade of streets. Secured Party may apply all such sums or any part thereof so received to the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released. Debtor hereby irrevocably authorizes and appoints Secured Party its attorney-in-fact to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not. Debtor will execute and deliver to Secured Party on demand such assignments and other instruments as Secured Party may require for said purposes and will reimburse Secured Party for its cost (including reasonable counsel and other professional fees) in the collection of such judgments and settlements.