

# 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:* **50 EXCHANGE TERRACE LLC**

*Mailing Address:* **644 SOUTH FIGUEROA**

*City, State Zip Country:* **LOS ANGELES, CA 90017 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **C3BANK, NATIONAL ASSOCIATION**

*Mailing Address:* **3727 ARLINGTON AVE**

*City, State Zip Country:* **RIVERSIDE, CA 92506 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: 2190 40172**

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## COLLATERAL

SEE EXHIBIT "A" FOR COLATERAL DESCRIPTION SEE EXHIBIT "B" FOR LEGAL DESCRIPTION

**EXHIBIT "A"**  
**DESCRIPTION OF COLLATERAL**

All of the following described property (collectively, the "**Collateral**"), whether now or hereinafter acquired, and in which the Debtor now has or hereinafter obtains any right, title, estate or interest, together with all additions and accessions thereto and replacements therefor, and all proceeds of such property, subject and subordinate in lien and in payment to the lien and payment of any mortgage recorded against the property prior to the recording of this fixture filing (for purposes of this Exhibit A, the term "proceeds" includes whatever is receivable or received when the following described property or proceeds is sold, collected, exchanged, or otherwise disposed of, whether such dispositions is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto):

(a) all those certain tracts, pieces or parcels of land (and any easements or other rights or interests in land) having an address at 50 Exchange Terrace, Providence, Rhode Island 02903, as more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the "**Land**");

(b) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land (the "**Improvements**"; together with the Land, the "**Property**");

(c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, common areas or amenities, sewer rights, waters, water courses, water rights, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(d) all right, title and interest of Debtor in all furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, vehicles (excluding Debtor's personal automobiles), chattels, goods, consumer goods, farm products, inventory, warranties, chattel paper, documents, accounts, general intangibles, trade names, trademarks, servicemarks, logos (including any names or symbols by which the Property is known) and goodwill related thereto, and all other articles of personal property of every kind and nature whatsoever, tangible or intangible, now owned or hereafter acquired by Debtor and heretofore or hereafter arising out of or related to the ownership of the Property, or acquired with proceeds of any loan secured by the Mortgage, or located in, on or about the Property, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property (said real and personal property referred to in Subsections (c) and (d) above, together with the Property, being hereinafter referred to as the "**Project**");

(e) all right, title and interest of Debtor in any and all leases, rental agreements and arrangements of any sort now or hereafter affecting the Project or any portion thereof and providing for or resulting in the payment of money to Debtor for the use of the Project or any

portion thereof, whether the user enjoys the Project or any portion thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written, and including any and all extensions, renewals and modifications thereof (the “**Leases**”) and guaranties of the performance or obligations of any tenants or lessees thereunder (the “**Tenants**”), together with all income, rents, issues, profits and revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by Debtor or in a trust account or otherwise, and all other deposits and escrow funds relating to any Leases) (hereinafter collectively referred to as “**Rents**”), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same;

(f) all right, title and interest of Debtor in, to and under all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents and agreements relating to the construction of any Improvements (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawings, surveys, tests, reports, bonds and governmental approvals) and all other contracts, licenses and permits now or hereafter affecting the Project or any part thereof and all guaranties and warranties with respect to any of the foregoing (the “**Contracts**”);

(g) all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Project, including any unearned premiums thereon;

(h) all right, title and interest of Debtor in any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure hereunder, as a result of any temporary or permanent injury or damage to, taking of or decrease in the value of the Project by reason of casualty, condemnation or otherwise;

(i) all right, title and interest of Debtor in all utility, escrow and all other deposits (and all letters of credit, certificates of deposit, negotiable instruments and other rights and evidence of rights to cash) now or hereafter relating to the Project or the purchase, construction or operation thereof;

(j) all right, title and interest of Debtor in all cash funds, deposit accounts, certificates of deposit, negotiable instruments and other rights and evidence of rights to cash, now or hereafter created under or held by Secured Party pursuant to any Business Loan Agreement or pursuant to any other of the Related Documents, including any account into which any portion of the obligations of Debtor to Secured Party may be disbursed by Secured Party;

(k) all claims and causes of action arising from or otherwise related to any of the foregoing, and all rights and judgments related to any legal actions in connection with such claims or causes of action, and all cash (or evidences of cash or of rights to cash) or other property or rights thereto relating to such claims or causes of action; and

(l) all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing; and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, farm products, consumer goods, general intangibles and other property of any nature constituting proceeds acquired with proceeds of any of the

property described hereinabove; all of which foregoing items are hereby declared and shall be deemed to be a portion of the security for the indebtedness and obligations herein described, a portion of the above described collateral being located upon the Land.

In addition, all of the following described personal property (collectively, the **“Personalty”**): (a) all tangible personal property of every kind and description, whether now existing or later acquired, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment and machinery, and, without limiting the generality of any of the foregoing classifications, including any and all fire sprinkler, alarm, trash compaction, security, heating, ventilation and air condition, electrical, plumbing and any other utility, life safety or maintenance system and any and all components or units thereof, and in all cases whether attached to, place in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Property and the Improvements, whether stored on the Property or elsewhere; and (b) all rights to the payment of money, reserves, deferred payments, refunds, savings and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), accounts, including, without limitation, the Escrow Account, if any, (provided, however, the Mortgage does not create a lien on accounts receivable other than accounts receivable constituting Rents, arising in the ordinary course of the business conducted by Debtor on the property), contract rights, money, instruments, documents and chattel paper; and (c) all general intangibles (to the extent not included under clause (b) above), relating to the Property, the Improvements, and/or any business now or later to be conducted thereon by Debtor, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data, all architectural and engineering plans, specifications and drawings, and as-built drawings, which arise from or relate to the Property, the Improvements, and/or any of the foregoing property described in the Mortgage, all claims to or demands for the voluntary or involuntary conversion of any of the Property, the Improvements or the other property describe above into cash or liquidated claims, all proceeds of present and future fire, hazard or casualty insurance policies, 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 damage or injury to the premises, the Improvements or the property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and (d) all substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing property described in the Mortgage.

**EXHIBIT "B"**  
**REAL ESTATE DESCRIPTION**

The Land referred to herein below is situated in the County of Providence, State of Rhode Island, and is described as follows:

That certain tract or parcel of land with all buildings and improvements thereon, situated on the northerly side of Exchange Terrace in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northerly line of said Exchange Terrace, said point being five hundred ninety and 00/100 (599.00) feet easterly along the said northerly line of Exchange Terrace and the extension or continuation of said northerly line of Exchange Terrace from the intersection with the easterly line of Francis Street as delineated on plan entitled, "Plan of Land in Providence, RI Survey of the West Building Union Station Complex surveyed for Rhode Island Port Authority and Economic Development Corporation surveyed and drawn by C.E. Maguire, Inc. scale: 1"=20' Oct. 1983" which plan is recorded in the office of land records in the City of Providence;

Thence S 53-48'-48" W along the northerly line of said Exchange Terrace, a distance of twenty and 69/100 (20.69) feet to a corner;

Thence N 24-52'-36" W bounding westerly by Subparcel II-A, a distance of ninety-six and 06/100 (96.06) feet to a corner;

Thence N 65-07'-24" E bounding northerly by Subparcel IV, a distance of one hundred eighty-four and 96/100 (184.96) feet to a corner;

Thence S 24-52'-36" E bounding easterly by Subparcel One-B East, East Building a distance of ninety-two and 00/100 (92.00) feet to a corner on the northerly line of said Exchange Terrace;

Thence S 65-07'-24" W along the northerly line of said Exchange Terrace, a distance of one hundred sixty-four and 67/100 (164.67) feet to the point and place of beginning.

The above described parcel contains an area of seventeen thousand fifty-seven (17,057) square feet of land.

Property Address: 50 Exchange Terrace, Providence, RI 02903

Assessor's Plat No. 19, Assessor's Lot No. 127