

UCC-1 Form

FILER INFORMATION

Full name: **EDWARD G. AVILA, ESQUIRE**

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

SEND ACKNOWLEDGEMENT TO

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

Mailing Address: **10 WEYBOSSET STREET, SUITE 800**

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

DEBTOR INFORMATION

Org. Name: **LAD, LLC**

Mailing Address: **4 RONNIE STREET**

City, State Zip Country: **TIVERTON, RI 02878 USA**

SECURED PARTY INFORMATION

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

Mailing Address: **31 PELHAM ROAD**

City, State Zip Country: **SALEM, NH 03079 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE NO. 6746-1

COLLATERAL

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A

Debtor: LAD, LLC
4 Ronnie Street
Tiverton, Rhode Island 02878

Secured Party: Bank of New England
31 Pelham Road
P.O. Box 29
Salem, New Hampshire 03079

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 5, 15, 21, 33 and 45 Carnegie Abbey Lane, Portsmouth, 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.

6746-1 (3807100)

EXHIBIT B

Those certain condominium units within a Sub-Condominium which is within Master Unit 3 in the Carnegie Harbor Condominium (the "Master Condominium"), a condominium project located on that certain parcel of land in the Town of Portsmouth and State of Rhode Island, established pursuant to the Rhode Island Condominium Act by Declaration of Condominium of Carnegie Harbor Condominium recorded on February 10, 2003 in Book 864, Page 244 of the Land Evidence Records of the Town of Portsmouth; as affected by Amendment to Declaration dated November 24, 2003 and recorded on December 3, 2003 at 2:47 p.m. in Book 987 at Page 287 of the Land Evidence Records of the Town of Portsmouth; as affected by Corrective Amendment to Declaration dated January 29, 2004 and recorded February 5, 2004 in Book 999 at Page 342; as affected by Amendment to Declaration dated January 29, 2004 and recorded February 5, 2004 in Book 999 at Page 349; as affected by Fourth Amendment to Declaration of Condominium of the Carnegie Harbor Condominium dated May 22, 2006 and recorded May 30, 2006 in Book 1200 at Page 27; as affected by Waiver of Right of First Refusal dated February 11, 2004 and recorded in Book 1001 at Page 334 and is shown on the plan recorded with said Master Declaration and specifically, those certain Condominium units designated as Unit Numbers 17 (seventeen), 18 (eighteen), 19 (nineteen), 20 (twenty) and 21 (twenty-one) of THE COTTAGES AT CARNEGIE ABBEY, A CONDOMINIUM, together with any improvements thereon established pursuant to the Rhode Island Condominium Act by Declaration dated as of May 22, 2006 and recorded May 30, 2006 in Book 1200 at Page 46 (the "Village Declaration"), as amended by First Amendment to the Declaration of Condominium for the Cottages at Carnegie Abby recorded June 30, 2021 at 11:55 am in Book 2070 Page 243 and said Units are shown and delineated on the plans filed therewith.

The units as shown on the plan of survey recorded with the Declaration and each are conveyed together with an appurtenant four and 762/100 percentage (4.762%) interest in the common areas and facilities of the Condominium and a .664/100 (.664%) interest in the common areas and facilities of the Master Condominium.

SUBJECT TO and TOGETHER WITH the benefit of the provisions of Rhode Island General Laws 34-36.1, et seq., the Declarations of Condominium referenced above, the By-Laws set forth therein and the Rules and Regulations attached thereto, as any or all of the above may be amended from time to time.

PROPERTY ADDRESS:

(For reference purposes only)

5, 15, 21, 33, and 45 Carnegie Abbey Lane (Units 17, 18, 19, 20, 21)

Portsmouth, RI

AP 26 Lot 2B-17, -18, -19, -20, -21