

UCC-1 Form

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 ST., SUITE 800**

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

DEBTOR INFORMATION

Org. Name: **BERNON REAL ESTATE PARTNERS, L.P.**

Mailing Address: **600 CASS AVENUE**

City, State Zip Country: **WOONSOCKET, RI 02895 USA**

SECURED PARTY INFORMATION

Org. Name: **CUSTOMERS BANK**

Mailing Address: **99 BRIDGE STREET**

City, State Zip Country: **PHOENIXVILLE, PA 19064 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE NO. 5131-32

COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A

Debtor: Bernon Real Estate Partners, L.P.
600 Cass Avenue
Woonsocket, RI 02895

Secured Party: Customers Bank
99 Bridge Street
Phoenixville, PA 19064

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 879-901 Bernon Street, Woonsocket, 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

That certain tract or parcel of land with all the buildings and improvements thereon, situated at the southeasterly corner of Bernon Street and Roberts Street, in the City of Woonsocket, County of Providence, State of Rhode Island, bounded and described as follows:

Commencing at the intersection of the southerly line of Bernon Street with the easterly line of Roberts Street; thence running S 68° 04' 00" E. bounded northerly by said Bernon Street a distance of fifty-six and 17/100 (56.17) feet to land now or formerly of John Tomellini, et ux; thence turning and running southerly S 21° 56' 00" W bounding northerly by said Tomellini land a distance of fifty-three and 35/100 (53.35) feet to a point; thence turning and running southeasterly S 33° 38' 15" E bounding easterly by said Tomellini land a distance of forty-six and 47/100 (46.47) feet to an angle; thence S 47° 54' 23" E fifty-nine and 12/100 (59.12) feet to a point for an angle; thence turning and running S 34° 15' 00" E bounded northeasterly by land now or formerly of Robert E. Martineau, et al, a distance of seventy-eight and 28/100 (78.28) feet to land now or lately of Mount Vernon Apartments; thence turning an angle and running S 18° 55' 01" E bounded northeasterly by said last named land a distance of two hundred ninety-three and 84/100 (293.84) feet to a point for a corner; thence turning and running S 72° 40' 00" W bounded southeasterly by said last named land a distance of two hundred eighty-five (285) feet to a point for a corner, and land now or lately of Mount Saint Charles Academy of the Sacred Heart; thence turning and running N 17° 20' 00" W a distance of one hundred thirty-five (135) feet to a point for an angle; thence turning a slight angle to the left and running N 23° 01' 00" W a distance of eighty-seven and 34/100 (87.34) feet to a point for an angle; thence turning and running N 54° 25' 00" W a distance of forty and 58/100 (40.58) feet to the easterly line of Roberts Street at a point three hundred seventy and 31/100 (370.31) feet southerly from said Bernon Street, the last three (3) courses bounded by the last named land; thence turning and running N 21° 56' 00" E bounded westerly by said Roberts Street three hundred seventy and 31/100 (370.31) feet to the point and place of beginning.

More particularly described as those two certain lots known as Lot No. 18 and Parcel A on that Plat entitled "Parcels of Land to be Acquired by MARQUETTE CREDIT UNION and GACO PROPERTIES I Woonsocket, R.I. May, 1975 Scale 1 Inch = 20 Feet", which said plat is recorded in Plat Book 14 at Page 33.