

UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL ADD

Original File Number: **202227652310**

FILER INFORMATION

Full name: **EDWARD G. AVILA, ES Q.**

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

SEND ACKNOWLEDGEMENT TO

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

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

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

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT: HARBORONE

CUSTOMER REFERENCE: OUR FILE No.: 5300-82

COLLATERAL

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

EXHIBIT A

Debtor: Noble Development, LLC
10 Greene Street
Providence, Rhode Island 02903

Secured Party: HarborOne Bank
770 Oak Street
Brockton, Massachusetts 02301

1. Subject to Paragraph 2 hereof, 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.

2. Notwithstanding anything else herein, if, now or in the future, any of the obligations secured or perfected pursuant to any security interest or lien created or perfected by this filing include or qualify as or be deemed a Special Flood Zone Loan, then the following shall apply: any such Special Flood Zone Loan shall not be secured by any security interest or lien created or perfected by this filing in personal property of the Debtor that would constitute "contents" located within Flood Zone Improvements securing such Special Flood Zone Loan. For purposes of the foregoing, "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area; a "Special Flood Zone Loan" means a loan, line of credit or other credit facility which is secured by Flood Zone Improvements; and the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall have the meaning ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et

seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency, all as may be amended from time to time.

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 East Point, 300 Bourne Avenue, East Providence, Rhode Island 02916, 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.

EXHIBIT "B"
Legal Description

That certain tract or parcel of land situated westerly of Roger Williams Avenue, southerly of Bourne Avenue and northerly of Omega Pond in the City of East Providence, Providence County and State of Rhode Island and Providence Plantations designated as Map 203, Block 1, Lot 4 on a plan entitled, "Boundary Survey Plan Map 203 Block 1 Lot 4, Map 203, Block 13, Lots 4 & 5 Roger Williams Ave. & Bourne Ave. East Providence, RI P02, 104 Scale: 1 inch = 80 feet Date: Sept. 23, 2002 Revised 3/15/03 Prepared For: GeoNova Development Company 1114, Avenue of the Americas New York, New York 10036." Said parcel is more particularly bounded and described as follows:

Beginning at a point in the westerly line of land now or formerly of the State of Rhode Island the East Bay Railroad line at the southeasterly corner of land now or formerly of Phillipsdale Landing Partners, L.P. and the northeasterly corner of the parcel herein-described;

Thence proceeding S 12° 43' 39" W, a distanced of three hundred forty five and 05/100 (345.05') feet to a point of curvature;

Thence proceeding southerly, along an arc of a curve, tangent to the previous course, deflecting to the left having a central angle of 13° 08' 55" and a radius of 1061.23', and arc distance of two hundred forty eight and 13/100 (248.13') feet to a point of tangency;

Thence proceeding S 00° 25' 16" E, tangent to the previous course, a distance of two hundred (200+/-) feet, more or less to the mean high water line of the Seekonk River. The last three herein-described courses are bounded westerly by the said State of Rhode Island land;

Thence proceeding westerly, northwesterly and northerly along the said mean high water line of the Seekonk River, a distance of one thousand nine hundred fifty six (1,956'+/-) more or less to the said Phillipsdale Landing Partners, L.P. land and the northwesterly corner of the parcel herein-described;

Thence proceeding S 76° 15' 55" E, a distance of eighty six (86'+/-) feet, more or less to a corner;

Thence proceeding N 12° 41' 45" E, a distance of fifty one and 00/100 (51.00') feet to a corner;

Thence proceeding, S 76° 15' 55" E, a distance of eighty and 00/100 (80.00') feet to a corner;

Thence proceeding N 12° 41' 45" E, a distance of forty seven and 02/100 (47.02') feet to a corner;

Thence proceeding S 76° 16' 35" E, a distance of seven hundred forty and 00/100 (740.00') feet to the said State of Rhode Island land and the point and place of beginning. The last five herein-described courses are bounded by the said Phillipsdale Landing Partners, L.P. land.

300 Bourne Avenue
East Providence, RI
Map 203 Block 1 Parcel 4

EXHIBIT "B"
Legal Description

Date: Sept. 23, 2002 Revised 3/15/03 Prepared For: GeoNova Development Company 1114, Avenue of the Americas New York, New York 10036." Said parcel is more particularly bounded and described as follows:

Beginning at the intersection of the westerly street line of Roger Williams Avenue with the southerly street line of Bourne Avenue, said point being the northeasterly corner of the parcel herein-described;

Thence proceeding S 10° 06' 47" W, by and with said westerly street line of Roger Williams Avenue, a distance of two hundred thirty four and 95/100 (234.95') feet to a point of curvature;

Thence proceeding southerly and southeasterly by and with the said westerly street line of Roger Williams Avenue, along the arc of a curve, tangent to the previous course, deflecting to the left having a central angle of 27° 24' 30" and a radius of 360.12', an arc distance of one hundred seventy two and 27/100 (172.27') feet to a point of compound curvature;

Thence continuity southeasterly by and with the said westerly street line of Roger Williams Avenue, along the arc of a curve, tangent to the previous course, deflecting to the left having a central angle of 6° 41' 27" and a radius of 1226.11', and arc distance of one hundred forty three and 41/100 (143.41') feet to land now or formerly of The Grace Chapel Assembly of God;

Thence proceeding S 68° 02' 51" W, a distance of thirty three and 00/100 (33.00') feet to a corner;

Thence proceeding S 03° 18' 38" W, a distance of one hundred eighty two and 84/100 (182.84') feet to land now or formerly of Orta Rita Rosa, John Horton and Paula A. Horton. The last two herein-described courses are bounded by said Grace Chapel Assembly of God land;

Thence proceeding S 64° 20' 01" W, a distance of forty three (43'+/-) feet, more or less to the shore of Omega Pond;

Thence [proceeding northerly, westerly southerly and southwesterly along the shore of said Omega Pond, a distance of one thousand one hundred fifty (1,150'+/-) feet, more or less to land now or formerly of the State of Rhode Island (East Bay Railroad line) and the southwesterly corner of the parcel herein-described;

Thence proceeding N 00° 26' 16" W, a distance of one hundred eighty eight (188'+/-) feet, more or less to a point of curvature;

Thence proceeding northerly, along an arc of a curve, tangent to the previous course, deflecting to the right having a central angle of 13° 08' 55" and a radius of 1001.23' an arc distance of two hundred twenty nine and 77/100 (229.77') feet to a point of tangency;

Thence proceeding N 12° 43' 30" E, a distance of nine hundred fifty four and 06/100 (964.06') feet to the said southerly street line of Bourne Avenue and the northwesterly corner of the parcel herein-described. The last three herein-described courses are bounded westerly by the said State of Rhode Island land.

Thence proceeding S 76° 47' 49" E by and with the said southerly street line of Bourne Avenue a distance of three hundred seventy one and 59/100 (371.59') feet to the said westerly street line of Roger Williams Avenue to the point and place of beginning.

Bourne Avenue
East Providence, RI
Map 303 Block 13 Parcels 4 and 5

EXHIBIT "B"
Legal Description

Property Address: 300 Bourne Avenue, East Providence, RI 02914
Plat: Map 203 Block 1 Lot(s): Parcel 4 - Parcel 1

Bourne Avenue, East Providence, RI 02914
Plat: Map 303 Block 14 Lot(s): Parcels 4 and 5 - Parcel 2