

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **DAVID M. GILDEN, ES Q.**

*Email Contact at Filer:* **DWILDGOOSE@PSH.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **PARTRIDGE SNOW & HAHN LLP**

*Mailing Address:* **40 WESTMINSTER ST., STE. 1100**

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

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## DEBTOR INFORMATION

*Org. Name:* **135 CIRCUIT DRIVE**

*Mailing Address:* **98 FALCON RIDGE DRIVE**

*City, State Zip Country:* **EXETER, RI 02881 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **HARBORONE BANK**

*Mailing Address:* **770 OAK STREET**

*City, State Zip Country:* **BROCKTON, MA 02301 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: 4365993 (TO BE FILED WITH RHODE ISLAND SECRETARY OF STATE)**

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## COLLATERAL

ALL COLLATERAL DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, NOW OR AT ANY TIME HEREAFTER ATTACHED TO, PLACED UPON, OR SUED IN ANY WAY IN CONNECTION WITH THE USE, ENJOYMENT, OPERATION, MAINTENANCE AND OCCUPANCY OF THE REAL ESTATE LOCATED AT 135 CIRCUIT DRIVE, NORTH KINGSTOWN, RHODE ISLAND, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (COLLECTIVELY, THE "LAND").

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:  
135 Circuit Drive, LLC  
98 Falcon Ridge Drive  
Exeter, RI 02882  
Attn: Christopher D. Leahey

Secured Party:  
HarborOne Bank  
770 Oak Street  
Brockton, MA 02301  
Attn: Jamie Cannavo  
Assistant Vice President

The following terms shall have the following meanings:

**IMPROVEMENTS:** All of Debtor's right, title and interest in buildings and improvements now or hereafter constructed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real estate located at 135 Circuit Drive, North Kingstown, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Land").

**PREMIUMS:** All of Debtor's right, title and interest in unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, the Improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

**AWARDS:** All of Debtor's right, title and interest in awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Land, to the extent of all amounts which may be secured by the Mortgage granted by Debtor to Secured Party, at the date of receipt of any such award or payment by Secured Party or Debtor incurred by Secured Party in connection with the collection of such award or payment, and Debtor agrees to execute and deliver, from time to time, such further commercially reasonable instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

**LEASES:** All of Debtor's right, title and interest in existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Land and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor (all such tenancies, subtenancies, leases, subleases, agreements, renewals and extensions are herein individually called a "Lease" and collectively called "Leases"), and all of the Rentals and other Payments, hereinafter defined, which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of the Land from all of the occupants, tenants, lessees, subtenants and sublessees (individually a "Tenant" and collectively "Tenants") now and from time to time hereafter occupying the Land or any portion thereof under or on account of the Leases, to be held as security for the payment and performance of all of the obligations.

**RENTALS AND OTHER PAYMENTS:** All of Debtor's right, title and interest in revenues, rents, issues and profits from the Land and all Leases and all other sums now or hereafter paid or payable to Debtor by Tenants now or hereafter occupying the Land or any portion thereof under

or by reason of all existing and future Leases of the whole or any part of the Land, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any Tenant of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Land, proceeds of rental insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any Lease of the whole or any portion of the Land or of the obligations of any Tenant under such Lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Land by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Land or any portion thereof, and all sums paid pursuant to settlement with or judgment against any Tenants relating to any alleged breach of any Lease.

## EXHIBIT B TO UCC-1 FINANCING STATEMENT

### Legal Description

Beginning at a point on the westerly line of Circuit Drive, said point being 1109.91' southerly from the intersection of the westerly line of Circuit Drive and the southerly line of Roger Williams Way, as measured along the westerly line of Circuit Drive and as established by RI State Highway Plat #2200;

thence running westerly, bounded northerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred ninety-five and sixteen hundredths (495.16) feet to a concrete bound at a corner;

thence turning an interior angle of  $90^{\circ} 00' 00''$  and running southerly, bounded westerly by land now or formerly of Rhode Island Economic Development Corporation, for a distance of one hundred and ninety-four and seventy-four hundredths (194.74) feet to a concrete bound set on the northeasterly street line of Camp Avenue;

thence turning an interior angle of  $119^{\circ} 39' 42''$  and running southeasterly along the northeasterly line of Camp Avenue for a distance of sixty-three and twenty-four hundredths (63.24) feet to a point of curvature;

thence curving right on the northeasterly line of Camp Avenue and easterly line of Shore Acres Drive along the arc of a curve having a radius of 100.00 feet, a central angle of  $72^{\circ} 46' 38''$  and length of 127.02 to a point of tangency;

thence running southwestwesterly along the northeasterly line of Shore Acres Road for a distance of two hundred twenty-seven and ninety-two hundredths (227.92) feet to a concrete bound at a corner;

thence turning an interior angle of  $77^{\circ} 20' 20''$  and running easterly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation for a distance of four hundred eight and fifty-seven hundredths (408.57) feet to a point marked by a concrete bound in the westerly line of Circuit Drive;

thence curving to the right along the arc of a curve on the westerly line of Circuit Drive, said curve having a radius of 525.00 feet, a central angle of  $4^{\circ} 39' 22''$  and a length of 42.66 feet to a point of curvature;

thence continuing northerly along the westerly line of Circuit Drive for a distance of four hundred nine and fifty-three hundredths (409.53) feet to a granite bound at a point of tangency;

thence running northerly along the westerly line of Circuit Drive, curving to the left along the arc of a curve with a radius of 625.00, a central angle of  $9^{\circ} 35' 38''$  and an arc length of 104.65 to the point and place of beginning, the chord of this curve forming an interior angle of  $90^{\circ} 21' 47''$  with the first described course.

Together with and subject to the easement agreement from Rhode Island Economic Development Corporation and Emissive Energy Corp. dated September 30, 2004 and recorded on December 3, 2004 at 3:17 PM in Book 1939 at Page 196.

FOR REFERENCE ONLY:  
135 CIRCUIT DRIVE  
NORTH KINGSTOWN, RI  
APLAT: 179 LOT: 11