

# UCC-1 Form

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## 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**

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## DEBTOR INFORMATION

*Org. Name:* **GENERATION REALTY, LLC**

*Mailing Address:* **330 SILVER SPRING STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02904 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **BRISTOL COUNTY SAVINGS BANK**

*Mailing Address:* **29 BROADWAY**

*City, State Zip Country:* **TAUNTON, MA 02780 USA**

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: OUR FILE NO. 3494-189

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## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

## **EXHIBIT A**

**Debtor:**           Generation Realty, LLC  
330 Silver Spring Street  
Providence, RI 02904

**Secured Party:**   Bristol County Savings Bank  
29 Broadway  
Taunton, MA 02780

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 70 Royal Little Drive, Providence, 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

### Parcel I:

That certain parcel or tract of land situated on the Northerly side of Branch Avenue, the Westerly side of Royal Little Drive, and the Easterly side of Silver Spring Street in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a reinforcing rod at the intersection of the Northerly street line of Branch Avenue with the Westerly street line of Royal Little Drive;

Thence running N 48°-00'-09" W along the Northerly street line of Branch Avenue for a distance of 363.99 feet to a corner and the Easterly street line of Silver Spring Street;

Thence running N 34°-57'-03" E along the Easterly street line of Silver Spring Street for a distance of 664.27 feet to a drill hole at a corner;

Thence running S 57°-01'-58" E bounding Northerly by land now or formerly belonging to Mark and Nancy Langson for a distance of 336.49 feet to a reinforcing rod at a corner in the Westerly Street line of Royal Little Drive;

Thence running S 32°-58'-02" W along the Westerly street line of Royal Little Drive for a distance of 721.00 feet to the point and place of beginning.

### FOR REFERENCE ONLY:

70 Royal Little Drive

Providence, RI

APLAT: 72 LOT: 564

### Parcel II:

Also, together with, any and all right, title and interest in and to that certain strip or tract or land in the City of Providence, County of Providence, State of Rhode Island shown as Branch Avenue and is bounded and described as follows:

Beginning at the westerly corner of the herein described parcel, said corner being the intersection of the easterly street line of Silver Spring Street and lanthe Street and the southerly street line of said Branch Avenue;

Thence running northeasterly along the easterly street line of Silver Spring Street for a distance of fifty and thirty-eight hundredths feet (50.38') to a corner;

Thence turning an interior angle of 82°-57'-12" and running easterly along the northerly street line of Branch Avenue for a distance of three hundred sixty-three and ninety-nine hundredths feet (363.99') to a corner and the westerly street line of a proposed road;

Thence turning an interior angle of 99°-01'-49" and running southerly along the westerly street line of said proposed road for a distance of seven and ninety-four hundredths feet (7.94') to an angle;

Thence turning an interior angle of  $177^{\circ}-02'-05''$  and running southerly along said street line for a distance of forty-two and forty-eight hundredths feet (42.48') to a corner;

Thence turning an interior angle of  $82^{\circ}-56'-06''$  and running westerly along southerly side of said Branch Avenue bounding southerly in part on said Lot 3-A and in part on Lot 3-B on the Plan entitled "Plan of Subdivision in Providence R.I. of Silver Spring Industrial Park for Providence Redevelopment Agency Prepared By Stanley Engineering, Inc. Scale 1"=100' November 1988 recorded January 11, 1989 in Plat Book 51-72 of the Providence Land Evidence Records" for a distance of three hundred sixty-four and twenty-eight hundredths feet (364.28') to the point and place of beginning;

The last described line forming an interior angle of  $97^{\circ}-02'-48''$  with the first described line.

PROPERTY ADDRESS:  
(FOR REFERENCE PURPOSES ONLY)  
70 Royal Little Drive  
Providence, RI  
AP 72, Lot 564