

# 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:* **ONE TEN DEVELOPMENT, LLC**

*Mailing Address:* **1130 TEN ROD ROAD, SUITE D206**

*City, State Zip Country:* **NORTH KINGSTOWN, RI 02852 USA**

---

## SECURED PARTY INFORMATION

*Org. Name:* **BANK RHODE ISLAND**

*Mailing Address:* **ONE TURKS HEAD PLACE, SUITE 1600**

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

---

## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 2116-759**

---

## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

## EXHIBIT A

**Debtor:** One Ten Development, LLC  
1130 Ten Rod Road, Suite D206  
North Kingstown, Rhode Island 02852

**Secured Party:** Bank Rhode Island  
Turks Head Building  
One Turks Head Place, Suite 1600  
Providence, Rhode Island 02903-2215

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 6875 Post Road a/k/a 110 Saw Mill Drive, North Kingstown, 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.

2116-759/#3935359

## EXHIBIT B

### PROPERTY DESCRIPTION

That certain land condominium unit in Saw Mill Square Land Condominium located in the Town of North Kingstown, County of Washington, State of Rhode Island and more particularly described as:

#### Land Unit 1:

Land Unit 1 of the Saw Mill Square Land Condominium, together with an undivided appurtenant percent interest in the Common Elements within said Land Condominium. Said Land Unit and Common Elements are created by and more particularly described in the Land Condominium Declaration for Saw Mill Square Land Condominium dated May 2, 2007 and recorded May 9, 2007 in Book 2218 at Page 57 of the Land Records of the Town of North Kingstown, as amended by First Amendment to Land Condominium Declaration dated May 31, 2007 and recorded June 8, 2007 in Book 2227 at Page 58, as further amended by Second Amendment recorded January 4, 2008 in Book 2275 at Page 78, and as further amended by Third Amendment recorded April 30, 2014 in Book 2822 at Page 150 (also as shown on the Land Condominium Plan Prepared by John P. Caito Corporation dated May 7, 2007 and recorded May 9, 2007 as Plat #1878 in Hanging File 64 of the Land Records of the Town of North Kingstown, as evidenced by instrument recorded in Book 2218 at Page 56, as amended by Land Condominium Plan prepared by John P. Caito Corporation dated May 24, 2007 and recorded June 8, 2007 as Plat #C-131 in Hanging File #190 of the Land Records of the Town of North Kingstown, as evidenced by instrument recorded in Book 2227 at Page 57, and as amended by Amended and Restated Land Condominium Plan prepared by Millstone Engineering P.C. dated April 28, 2014 and recorded April 30, 2014 as Plat # 2063 in Hanging File #299, as evidenced by instrument recorded in Book 2822 at Page 149.).

Together with the Development Rights as further described in Section 9.1(A) of said Land Condominium Declaration, as amended.

Meaning and intending to describe the same premises conveyed by Deed recorded with the Records of Land Evidence for the Town of North Kingstown on June 8, 2007 at 1:34 PM in Book 2227 at Page 63. See also, Memorandum of Transfer of Development Rights dated November 7, 2014 and recorded November 24, 2014 in Book 2862 at Page 106.

For reference only:

Land Unit 1  
Saw Mill Square Land Condominium  
6875 Post Road, a/k/a 110 Saw Mill Drive  
North Kingstown, RI  
APLATA: 147 LOT: 17