

UCC-1 Form

FILER INFORMATION

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SEND ACKNOWLEDGEMENT TO

Contact name: **MCGUNAGLE HENTZ, PC**

Mailing Address: **2088 BROAD STREET**

City, State Zip Country: **CRANSTON, RI 02905 USA**

DEBTOR INFORMATION

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

Mailing Address: **25 AMFLEX DRIVE**

City, State Zip Country: **CRANSTON, RI 02921 USA**

SECURED PARTY INFORMATION

Org. Name: **CITIZENS BANK, N.A.**

Mailing Address: **ONE CITIZENS PLAZA**

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

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI SECRETARY OF STATE

COLLATERAL

PREMISES: 25 AMFLEX DRIVE, CRANSTON, RHODE ISLAND 02921 AS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT A ATTACHED HERETO (THE "MORTGAGED PROPERTY"). II. IMPROVEMENTS: ALL IMPROVEMENTS NOW OR HEREAFTER SITUATED UPON THE MORTGAGED PROPERTY, TOGETHER WITH ALL FIXTURES NOW OR HEREAFTER OWNED BY THE DEBTOR OR IN WHICH DEBTOR HAS AN INTEREST (BUT ONLY TO THE EXTENT OF SUCH INTEREST) AND PLACED IN OR UPON THE MORTGAGED PROPERTY OR THE BUILDINGS OR IMPROVEMENTS THEREON (COLLECTIVELY THE "IMPROVEMENTS"). III. EASEMENTS: ANY EASEMENT, BRIDGE, OR RIGHT OF WAY, CONTIGUOUS OR ADJOINING THE MORTGAGED PROPERTY AND THE IMPROVEMENTS THEREON, AND ALL OTHER EASEMENTS, IF ANY, INURING TO THE BENEFIT OF THE MORTGAGED PROPERTY. IV. LEASES AND RENTS: ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ANY LEASES OR OTHER AGREEMENTS FOR USE OF THE MORTGAGED PROPERTY OR THE IMPROVEMENTS AND ALL RENTS, SECURITY DEPOSITS, AND OTHER PROCEEDS OF SUCH LEASES AND OTHER AGREEMENTS, IN EACH CASE WHETHER NOW OR HEREAFTER EXISTING, RELATING TO THE MORTGAGED PROPERTY OR THE IMPROVEMENTS, AS PROVIDED IN A MORTGAGE DEED, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS OF EVEN DATE HERewith DELIVERED BY THE DEBTOR TO THE SECURED PARTY. (CONTINUED ON UCC1AD UCC FINANCING STATEMENT ADDENDUM)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT "A"
Legal Description

The Land referred to herein below is situated in the County of Providence, State of Rhode Island, and is described as follows:

That certain parcel or tract of land, with all buildings and improvements thereon, situated on the southerly side of Amflex Drive in the City of Cranston, County of Providence, State of Rhode Island, laid out and designated as Lot Number 5 (five) on that platted subdivision entitled "Western Cranston Industrial Park Subdivision West, John P. Caito Corp. 1989" which said subdivision is recorded in the land evidence records in said City of Cranston on Card Number 572 and is bounded and described as follows:

Beginning at the southeasterly corner of parcel herein described, said corner being located one thousand four hundred forty-seven and thirty-nine hundredths feet (1,447.39') easterly from the easterly street line of Comstock Parkway along the northerly line of property now or formerly of Faunce Realty Corporation;

Thence running northerly bounded easterly by land now or formerly of Faunce Realty Corporation, a distance of four hundred twenty-five and no hundredths feet (425.00') to a point of curvature;

Thence running northwesterly curving to the left along the southerly street line of said Amflex Drive on an arc of a curve with radius fifteen and no hundredths feet (15.00'), a central angle of 90-00-00 for an arc distance of twenty-three and fifty-six hundredths feet (23.56') to a point of tangency;

Thence continuing running westerly along the southerly street line of said Amflex Drive a distance of thirteen and sixty-four hundredths feet (13.64') to a point of curvature;

Thence continuing running westerly, curving to the left along the southerly street line of said Amflex Drive on an arc of a curve with a radius of one hundred forty-five and no hundredths feet (145.00') and a central angle of 20-21-23 for an arc length of fifty-one and fifty-two hundredths feet (51.52') to a point of tangency;

Thence continuing running westerly along the southerly street line of said Amflex Drive a distance of two hundred two and thirty-one hundredths feet (202.31') to a corner;

Thence turning an interior angle of 90-00-00 and running southerly bounded westerly by other land of Alga Realty Associated, a distance of four hundred thirty-one and fifty-four hundredths feet (431.54') to a corner;

Thence turning an interior angle of 89-59-58 and running easterly bounded southerly by land now or formerly of Faunce Realty Corporation a distance of one hundred twenty-six and fifty-four hundredths feet (126.54') to the point and place of beginning; said last course forming an interior angle of 110-21-25 with the beginning described course.

The above described premises are subject to the following restrictions:

1. Building coverage shall not exceed fifty (50%) percent of total lot area.
2. Vehicles not used as normal part of business and/or not on a daily basis, shall not be stored or parked on said premises.
3. Outside storage or rubbish, scrap or other waste materials, either within or without a container shall not be permitted unless said materials, rubbish, scrap or other wastes, to be hidden from view by a means of fencing of a height not less than six (6) feet.
4. All undeveloped land is to be leveled and seeded.

5. No person or other entity shall cause or conduct any land disturbing activity or development project as those terms are defined in the Cranston City Code, Section 31-13, as amended from time to time, in violation of the Cranston City Code, Chapter 31, entitled "Soil Erosion and Sedimentation Control", 1980, as amended from time to time. Each landowner, developer or other person or entitled engaged in land disturbing activities or development project shall, at its own cost and expense, obtain all necessary permits and prepare all necessary plans prior to beginning any such activity.

Property Address:

25 Amflex Drive

Cranston, RI 02921

PLAT LOT

EXHIBIT B

A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.

B. Proceeds for Damage to the Mortgaged Property: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

C. Utility Deposits: All right, title and interest of the Debtor in and to all monetary deposits which 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 Mortgaged Property.

D. Records: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

E. Name and Goodwill: The right, in event of foreclosure hereunder upon the Collateral, to take and use any name by which the operation of the business of the Debtor is then known or any variation of the words thereof, and the goodwill of 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 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.

"Fixtures" shall mean "fixtures" within the meaning 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.

"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.