

# UCC-1 Form

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## FILER INFORMATION

Full name: **PATRICK F. HESS, ES Q.**

Email Contact at Filer: **PHISS@MACKLAWLLC.COM**

## SEND ACKNOWLEDGEMENT TO

Contact name: **MACK LAW ASSOCIATES LLC**

Mailing Address: **10 WEYBOSSET STREET, SUITE 905**

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

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## DEBTOR INFORMATION

Org. Name: **MARATHON DEVELOPMENT, LLC**

Mailing Address: **500 HARRISON AVENUE, SUITE 4RB**

City, State Zip Country: **BOSTON, MA 02118 USA**

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## SECURED PARTY INFORMATION

Org. Name: **PROVIDENCE REDEVELOPMENT AGENCY**

Mailing Address: **444 WESTMINSTER STREET, SUITE 3A**

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

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: FILED WITH RI SOS

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## COLLATERAL

FOR A DESCRIPTION OF COLLATERAL FOR WHICH THIS FINANCING STATEMENT IS FILED, SEE EXHIBITS A AND B, ATTACHED HERETO AND MADE A PART HEREOF.

## EXHIBIT A

**Debtor:** Marathon Development, LLC  
500 Harrison Avenue, Suite 4RB  
Boston, MA 02118

**Secured Party:** Providence Redevelopment Agency  
444 Westminster Street, Suite 3A  
Providence, Rhode Island 02903

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 all tangible and intangible personal property of the Debtor, including, but not limited to, 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, wherever located (all of which are hereinafter collectively referred to as the "Collateral"):

(a) All Accounts and General Intangibles now existing or arising in the future, whether in the ordinary course of the Debtor's business, in respect of the sale of Inventory, or otherwise (including without limitation, (i) all monies due and to become due under any Contract or Account, (ii) any damages arising out of or for breach or default in respect of any such Contract or Account, (iii) all other amounts from time to time paid or payable under or in connection with any such Contract or Account and (iv) the right of the Debtor to terminate any Contract or to perform and to exercise all remedies thereunder);

(b) All Inventory;

(c) All Equipment and Fixtures;

(d) All ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related data processing software) evidencing an interest in or relating to the foregoing Collateral; and

(e) All instruments, Documents, securities, cash and property, owned by the

Debtor or in which Debtor has an interest, which now or hereafter at any time are in the possession and control of the Secured Party or in transit by mail or carrier to or from the Secured Party or in the possession of any third party acting in behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released the same; and

(f) To the extent not otherwise included, all Proceeds of any and all of the foregoing.

### **DEFINITIONS**

**"Accounts"** shall mean "accounts" within the meaning of Section 9-102(a)(2) of the Code and, to the extent not otherwise included therein, all Contract Rights, accounts receivable, instruments, documents and chattel paper; any other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; all guarantees of Accounts and security therefor; all cash or non-cash Proceeds of all of the foregoing; all of the right, title and interest of Debtor in and with respect to the goods, services or other property which gave rise to or which secure any of the accounts and insurance policies and proceeds relating thereto, and all of the rights of the Debtor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired.

**"Code"** shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

**"Contract Rights"** to the extent not included in the definition of Accounts, shall mean all rights to payment or performance under a Contract not yet earned by performance and not evidenced by an instrument or chattel paper.

**"Contract"** or **"Contracts"** shall mean all contracts, agreements and other undertakings of any nature whatsoever pursuant to which the Debtor has entered into a sale or agreement to sell or provide goods or services now or in the future.

**"Documents"** shall mean "documents" within the meaning of Section 9-102(a)(30) of the Code.

**"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; and all cash or non-cash Proceeds.

**"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.

**"General Intangibles"** shall mean "general intangibles" within the meaning of Section 9-102(a)(42) of the Code to the extent they arise from the sale of goods or services or are used in connection with the production of Inventory, all tax refunds and other claims of the Debtor against any governmental authority, and all choses in action, insurance proceeds, goodwill, patents, copyrights, trademarks, tradenames, customer lists, formulae, trade secrets, licenses, designs, computer software, research and literary rights now owned or hereafter acquired.

**"Inventory"** shall mean "inventory" within the meaning of Section 9-102(a)(48) of the Code, and to the extent not otherwise included therein, all goods, merchandise and other personal

property now owned or hereafter acquired by the Debtor which are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in the Debtor's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; and any cash or non-cash Proceeds of all of the foregoing, including insurance proceeds.

**"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 arose 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 in Providence, Rhode Island at the following addresses:

220 Blackstone Street and 23 Staniford Street  
Providence, RI  
AP 45 Lots 85 & 83,

which real estate is more particularly described in 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 - PROPERTY DESCRIPTION

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

### **Parcel I**

That certain parcel of land, situated southerly of Blackstone Street and Westerly of Gay Street in the City of Providence, Providence County, the State of Rhode Island and shown as AP 45 Lot 85 on that plan entitled "Administrative Subdivision, 220 Blackstone Street, Assessor's Plat 45, Lots 85, 797, and 833, Providence, Rhode Island, Scale 1" = 30', Plan by DiPrete Engineering" recorded in the Providence Land Evidence Records at Map Book 99 Page 93, approved by the City of Providence City Planning Commission in that certain approval recorded in the Providence Land Evidence Records at Book 13688 Page 312 and being more particularly described as follows:

Beginning at the southwesterly intersection of Blackstone Street and Gay Street, said point being the most northeasterly corner of the herein described parcel;

Thence South 08°43'51" East, in part along the westerly street line of Gay Street and in part bounded easterly by AP 45 Lot 833 on the above referenced plan, a distance of 375.80 feet to a point on the northerly line of land now or formerly of RI Health and Education Bldg. Corp (AP 45 Lot 850);

Thence the following ten (10) courses bounded by said RI Health and Education Bldg. Corp. land:

1. South 61°59'09" West a distance of 6.52 feet;
2. South 77°37' 49" West a distance of 379.65 feet;
3. North 12°22' 11" West a distance of 95.16 feet;
4. South 70°14' 49" West a distance of 8.86 feet;
5. North 12°24' 21" West a distance of 109.80 feet to a concrete bound;
6. North 77°35' 39" East a distance of 29.16 feet;
7. North 12°24' 21" West a distance of 40.12 feet;
8. North 11°25' 51" West a distance of 111.54 feet;
9. South 86°08' 51" East a distance of 8.01 feet;
10. North 04°07' 29" East a distance of 53.83 feet to a point on the southerly street line of Blackstone Street;

Thence the following two (2) courses along said street line:

1. South 85°52' 31" East a distance of 20.61 feet;
2. North 81°18' 49" East a distance of 345.65 feet to the point of beginning.

### **Parcel II**

That certain parcel of land, situated southeasterly of Gay Street and westerly of Staniford Street in the City of Providence, Providence County, the State of Rhode Island and shown as AP 45 Lot 833 on that plan entitled "Administrative Subdivision, 220 Blackstone Street, Assessor's Plat 45, Lots 85, 797, & 833, Providence, Rhode Island, Scale 1" = 30', Plan by DiPrete Engineering" recorded in the Providence Land Evidence Records at Map Book 99 Page 93, approved by the City of Providence City Planning Commission in that certain approval recorded in the Providence Land Evidence Records at Book 13688 Page 312 and being more particularly described as follows:

Beginning at the southwesterly corner of the southerly terminus of Gay Street, said point being the most northwesterly corner of the herein described parcel;

Thence North 81°15' 14" East, in part along said street line and in part bounded northerly by land now or formerly of Bayside Medical Center Company (AP 45 Lot 770) a distance of 150.76 feet;

Thence the following two (2) courses bounded northerly by said Bayside Medical Center Company land:

1. North 08°44' 46" West a distance of 9.82 feet;
2. North 81°15' 14" East a distance of 100.62 feet to the westerly street line of Staniford Street;

Thence the following two (2) courses along said street line:

1. South 08°44' 46" East a distance of 76.29 feet;
2. South 28°05' 56" East a distance of 8.00 feet;

Thence the following two (2) courses bounded by land now or formerly of Staniford Realty, LLC (AP 45 Lot 864)

1. South 61°58' 14" West a distance of 115.34 feet;
2. South 15°02' 06" East a distance of 18.00 feet;

Thence South 81°15' 14" West, bounded southerly in part by said Staniford Realty, LLC land and in part by land now or formerly of Board of Governors for Higher Education (AP 45 Lot 863) a distance of 120.76 feet;

Thence South 15°21' 51" East, bounded easterly by said Board of Governors for Higher Education land a distance of 14.69 feet;

Thence South 61°59' 09" West, bounded southerly by land now or formerly of RI Health and Education Bldg. Corp (AP 45 Lot 850), a distance of 29.77 feet;

Thence North 08°43' 51" West, bounded westerly by said AP 45 Lot 85, a distance of 154.42 feet to the point of beginning.



Being the same property conveyed to Marathon Development, LLC by Deed recorded May 2, 2024 in Book 14119 at Page 221 of the Providence Land Records.

Property Address:  
(for reference purposes only)

220 Blackstone Street and 23 Staniford Street  
Providence, RI  
AP 45 Lots 85 & 833