

UCC-1 Form

FILER INFORMATION

Full name: **MACALISTER SLEPKOW**

Email Contact at Filer: **CAL@SLEPKOW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **SLEPKOW, SLEPKOW & ASSOCIATES, INC.**

Mailing Address: **1481 WAMPANOAG TRAIL**

City, State Zip Country: **EAST PROVIDENCE, RI 02915 USA**

DEBTOR INFORMATION

Org. Name: **514 PARK AVENUE, LLC**

Mailing Address: **514 PARK AVENUE**

City, State Zip Country: **PORTSMOUTH, RI 02871 USA**

SECURED PARTY INFORMATION

Org. Name: **PEOPLE'S CREDIT UNION**

Mailing Address: **858 WEST MAIN ROAD**

City, State Zip Country: **MIDDLETOWN, RI 02842 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 54302

COLLATERAL

SEE EXHIBIT A ATTACHED.

EXHIBIT "A"

DEBTOR: **514 Park Avenue, LLC, a Rhode Island limited liability company**

Property Address: 514 Park Avenue, Portsmouth, RI 02871

Mailing Address: 514 Park Avenue, Portsmouth, RI 02871

SECURED PARTY: **People's Credit Union**

Mailing Address: 858 West Main Road Middletown, RI 02842

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in 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 (hereinafter defined) or in any of the Improvements (hereinafter defined), 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 (all of which are hereinafter collectively referred to as the "Collateral"):

- (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, warranties 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 proceeds), including interest thereon, paid for any damage done to the Mortgage Property (defined as the Improvements), 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 and SECURITY 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 and with the Landlord for payment of obligations under said lease, if applicable.
- (d) RECORD: 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 the event of foreclosure of the Mortgaged Property hereunder, to take and use any name by which the Mortgage Property is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.
- (f) **OTHER AGREEMENTS:** To the extent assignable under applicable law, any and all interest rate swap agreement, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates, to the extent of the Debtor's interest therein, including, without limitation, the right, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any sums payable to the Debtor thereunder.

DEFINITIONS

"Improvements" means all buildings and improvements now or hereafter situated upon the Premises, together with all fixtures and tangible personal property now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon.

"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, expensed and attorney's fees chargeable to the Debtor or incurred by the Secured Party under the security instrument giving rise to this financing statement, or any other document or instrument delivered in connection therewith.