

# UCC-1 Form

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## FILER INFORMATION

Full name: **EDWARD G. AVILA, ES Q.**

Email Contact at Filer: **SBOYER@RCFP.COM**

## SEND ACKNOWLEDGEMENT TO

Contact name: **ROBERTS CARROLL FELDSTEIN & PEIRCE**

Mailing Address: **10 WEYBOSSET STREET, SUITE 800**

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

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## DEBTOR INFORMATION

Org. Name: **COURT DRIVE, LLC**

Mailing Address: **270 JENCKES HILL ROAD**

City, State Zip Country: **SMITHFIELD, RI 02865 USA**

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## SECURED PARTY INFORMATION

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

Mailing Address: **50 KENNEDY PLAZA, SUITE 1110**

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

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 2629-214 (MTG.) FILED WITH RHODE ISLAND SECRETARY OF STATE**

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## COLLATERAL

SEE EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

## **EXHIBIT A**

**Debtor:** Court Drive, LLC  
270 Jenckes Hill Road  
Smithfield, Rhode Island 02917

**Secured Party:** Webster Bank, National Association  
50 Kennedy Plaza, Suite 1110  
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 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 270 Jenckes Hill Road, Smithfield and Lincoln, 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.

## EXHIBIT B

The Land is described as follows:

That certain lot or parcel of land with all the buildings and other improvements thereon, situated on the southwesterly side of Jenckes Hill Road, partly in the Town of Smithfield, and partly in the Town of Lincoln, bounded and described as follows: - Beginning at a point in the southwesterly line of Jenckes Hill Road opposite center line station 28 + 92.67, said point being also the northerly corner of land now or lately of Joseph Audette, Jr. and the easterly corner of the premises herein described; thence running northwesterly along said southwesterly line of Jenckes Hill Road two thousand seven and 66/100 (2,007.66) feet to a corner; thence turning an interior angle of 90° and running southwesterly bounded northwesterly by land of the State of Rhode Island and Providence Plantations one thousand one hundred five and 86/100 (1,105.86) feet to a corner; thence turning an interior angle of 92° 38' 35" and running southeasterly bounded southwesterly by said other land of the State of Rhode Island and Providence Plantations two thousand forty-two and 40/100 (2,042.40) feet to a corner; thence turning an interior angle of 85° 48' 20" and running northeasterly bounded southeasterly by land now or formerly of Rita G. Nadeau, Lawrence A. Carlson et ux., Homer E. Daniels et ux., and said Joseph Audette, Jr. one thousand two hundred and 48/100 (1,200.48) feet to the point or place of beginning, the last described course forming an interior angle of 91° 33' 05" with the first described course. Said parcel contains by computation 53.50 acres of land.

EXCLUDING AND EXCEPTING from the premises above described in the area of Lime Rock Road as specifically described in the deed to The Second Pawtucket Area Industrial Development Foundation, Inc. from Robert J. Rahill, as Director of the Department of Transportation of the State of Rhode Island and Providence Plantations dated December 8, 1975 and recorded in the Land Records of the Town of Lincoln in Book 129 at Page 400 and in the Town of Smithfield in Book 51 at Page 305.

**Property Address(s):**

270 Jenckes Hill Road  
Smithfield, RI 02917  
Assessor's Plat: 45 Lot: 95

0 Jenckes Hill Road  
Lincoln, RI 02865  
Assessor's Plat: 28 Lot: 50