



* U C C 1 *

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Scott A. Ritch, Esq. Ursillo, Teitz & Ritch, Ltd. 2 Williams Street Providence, RI 02903

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ACROPOLIS STUDIOS, INC.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 75 Russe Street, Unit 8		CITY Cranston	STATE RI	POSTAL CODE 02910
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any 115976 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME BANK RHODE ISLAND				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903

4. This FINANCING STATEMENT covers the following collateral:

See EXHIBIT A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. ☐ TO REQUEST A SEARCH REPORT, FILE A UCC11 (if applicable)					
8. OPTIONAL FILER REFERENCE DATA RI Secretary of State						

(1) FILING OFFICE COPY - ALPHABETICAL - RHODE ISLAND UCC FINANCING STATEMENT (FORM UCC1) (REV. 06/15/01)

EXHIBIT A

CONTINUATION OF UCC-1 FINANCING STATEMENT

DEBTOR: **ACROPOLIS STUDIOS, INC.**
 75 Russe Street, Unit 8
 Cranston, Rhode Island 02910

SECURED PARTY: **BANK RHODE ISLAND**
 One Turks Head Place
 Providence, Rhode Island 02903

The UCC-1 Financing Statement to which this **Exhibit A** is attached covers:

All tangible and intangible personal property and fixtures, within the meaning of the Uniform Commercial Code as the same may be in effect in the State of Rhode Island from time to time, of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, and wherever located, including, without limitation:

(a) all machinery, equipment, furnishings, furniture, goods and fixtures, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(b) all accounts (including, without limitation, health care receivables), accounts receivable, rights to the payment of money, payment intangibles, other receivables, contract rights, contracts, leases, chattel paper, electronic chattel paper, commercial tort claims, insurance refund claims and other insurance claims and proceeds, and general intangibles of Debtor (including, without limitation, all tax refund claims, goodwill, going concern value, patents, patent applications, trademarks, trademark applications, trade names, service marks, copyrights, copyright applications, blueprints, designs, computer programs, computer software, customer lists, product lines and research and development), whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(c) all instruments (including, without limitation, all promissory notes), documents of title, letters of credit, rights to proceeds of letters of credit, letter-of-credit rights, supporting obligations of every kind and description, policies and certificates of insurance, securities, securities entitlements, documents, deposit accounts, investment property, partnership interests, membership interests in limited liability companies (including, without limitation, all of Debtor's right, title and interest in and to all limited liability companies and partnerships and to any successor business entities, and the right to receive all payments and distributions due or to become due under all related partnership agreements, operating agreements, and other constituent documents governing or establishing such business entities), other rights to payment and performance, bank deposits, deposit accounts, checking accounts, certificates of deposit, money and cash, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(d) all inventory, including all merchandise, raw materials, work in process, finished goods and supplies, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(e) all oil, gas and other minerals before extraction, all oil, gas, other minerals and accounts constituting as extracted collateral, all fixtures, all timber to be cut;

(f) all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to, additions or improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest; and

(g) all books, records, documents, computer tapes and discs and embedded software, relating to all of the foregoing, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

Debtor hereby acknowledges and agrees that the security agreement covers, and is intended to cover, all assets of Debtor. For avoidance of doubt, it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties agree that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtor of every kind and description.