

This FINANCING STATEMENT is presented to THE SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)

Harold Home Outfitters, Inc.
One Central Street
Providence, RI 02907

2. Secured Party(ies) and address(es)

Citizens Trust Company
One Citizens Plaza
Providence, RI 02903-1339

Attn: C.L.D.D.

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May 3 '94

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FOR FILING OFFICE USE

3. This financing statement covers the following types (or items) of property:

All personal property of Debtor, tangible and intangible, now owned or hereafter acquired, all as more particularly described on Exhibit A annexed hereto and made a part hereof.

SEE OVERSIZE FILE

Check (X) if covered:



Proceeds of Collateral are also covered



Products of Collateral are also covered

Filed with: STATE OF RHODE ISLAND, SECRETARY OF STATE, UNIFORM COMMERCIAL CODE DIV., PROVIDENCE, R. I. 02903

HAROLD HOME OUTFITTERS, INC.

By: [Signature]

Signature(s) of Debtor(s)

(1) Filing Officer Copy - Alphabetical

Standard Form - Uniform Commercial Code - Form UCC1

CITIZENS TRUST COMPANY

By: [Signature]

Signature(s) of Secured Party(ies)

Senior Vice President

670517
Jan 11 '99
12:57 PM

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EXHIBIT A

Debtor: HAROLD HOME OUTFITTERS, INC.

One Central Street

Providence, RI 02907

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Secured Party: **CITIZENS TRUST COMPANY**

One Citizens Plaza
Providence, Rhode Island

(A) All accounts, contract rights, instruments, documents chattel paper, general intangibles (including, without limitation, tax refunds and insurance proceeds); any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor to receive any payments in money, or kind; 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 foregoing and insurance policies and proceeds relating thereto, and all of the rights of 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 (hereinafter collectively called the "Customers Receivables").

(B) All goods, merchandise and other personal property now owned or hereafter acquired by 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 Debtor's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; all cash or non-cash proceeds of all of the foregoing, including insurance proceeds.

(C) All machinery and equipment and furniture and fixtures of Debtor now owned or hereafter acquired by Debtor, and used or acquired for use in the business of Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts and appurtenances therefor and thereto; all cash or non-cash proceeds, including but not limited to that certain schedule of machinery and equipment attached hereto as Schedule I and made a part hereof. (Subsections (B) and (C) hereof collectively called the "Tangible Collateral".)

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

(E) All instruments, documents, securities, cash, property and the proceeds of any of the foregoing, owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in the possession of any third party acting in or on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released same.