

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Sabrina Lomastro 401-421-5100 sat@accardolaw.com	
B. SEND ACKNOWLEDGMENT TO: [Name and Address] Accardo Law Offices 311 Angell Street Providence, Rhode Island 02906	

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 Ernie's Auto Care Center, Inc.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 84 Danielson Pike		CITY Scituate	STATE RI	POSTAL CODE 02857
				COUNTRY USA
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Rhode Island	1g. ORGANIZATIONAL ID #, if any 63089 <input type="checkbox"/> 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				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

Please see the attached "Exhibit A."

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 [if applicable]

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

8. OPTIONAL FILER REFERENCE DATA:

Secretary of State

EXHIBIT A

UNIFORM COMMERCIAL CODE CONTINUATION OF FINANCING STATEMENT

DEBTOR: Ernie's Auto Care Center, Inc.
84 Danielson Pike
Scituate, Rhode Island 02857

SECURED PARTY: Bank Rhode Island
One Turks Head Place
Providence, Rhode Island 02903

The Financing Statement to which this "Exhibit A" is attached covers:

All of Debtor's present and future right, title and interest in and to any and all of the "Collateral" wherever located including, with out limitation to the assets, to be kept at 84 Danielson Pike, Scituate, Rhode Island, as defined herein.

Collateral shall be defined to include:

(A) All of Debtor's now owned or hereafter acquired accounts within the meaning of Uniform Commercial Code as the same may be in effect in the State of Rhode Island from time to time (the "Code"), and to the extent not included therein, contracts, rights, instruments, documents, chattel paper, general intangibles and other forms of obligations arising from goods sold or leased or for services rendered; any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor earned or to be earned under contracts to sell or lease goods or to render services or to receive any payments in money or kind; all guarantees of receivables and security therefor; 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 receivables; 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, repossession, reclamation and resale; all cash or non-cash proceeds of all of the foregoing; and all deposit accounts, as within the meaning of the Code, including now owned or hereafter acquired securities and other property held by the Secured Party for the account of Debtor or owing from time to time by the Secured Party to Debtor in any capacity;

(B) All of Debtor's now owned or hereafter acquired general intangibles within the meaning of the Code and to the extent not included therein, all patents, trademarks, tradenames, copyrights, goodwill, royalties, licenses, causes in action, tax refunds, insurance premium rebates and refunds and insurance proceeds, "documents", "chattel paper", and "instruments" all as defined in the Code, pending applications for any of the foregoing, Debtor's business names and all proceeds of the foregoing;

(C) All of Debtor's now owned or hereafter acquired "inventory" within the meaning of the Code and to the extent not included therein, all goods, merchandise and other personal property 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;

(D) All of Debtor's now owned or hereafter acquired machinery and equipment (as defined in the Code) and furniture and fixtures (as defined in the Code) used or acquired for use in the business of Debtor, together with all tools and supplies therefore and additions and accessions thereto and all substitutions and replacements thereof and parts and appurtenances therefor and thereto; all cash or non-cash proceeds of the foregoing; and including without limitation, all Equipment listed on any schedule attached hereto;

(E) 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 the collateral;

(F) 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 interest in limited liability companies (including, without limitation, all of Debtor's rights, 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 or 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 the 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.