

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Michelle MacKnight - 521-7000
B. SEND ACKNOWLEDGMENT TO: [Name and Address] Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset 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 Riversong, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 109 Connecticut Mills Avenue				
CITY Danielson		STATE CT	POSTAL CODE 06239	COUNTRY USA
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION RI	1g. ORGANIZATIONAL ID #, if any 532991 <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				
OR				
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				
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	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral.

See Exhibit A attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Affidavitum [if applicable]	7. TO REQUEST A SEARCH REPORT, FILE A UCC 11
8. OPTIONAL FILER REFERENCE DATA: File No. 2116-446	

EXHIBIT A

Debtor: Riversong, LLC
109 Connecticut Mills Avenue
Danielson, Connecticut 06239
Attention: Betsy P. Puckett, Manager

Secured Party: Bank Rhode Island
One Turks Head Place
Providence, RI 02903
Attention: Emanuel E. Barrows, Senior Vice President

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 55 Lathrop Road Extension, Plainfield, Connecticut, 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

Policy Number: CT-2951248-RH-CLP

ALL THAT CERTAIN piece or parcel of land situated in the Town of Plainfield, County of Windham and State of Connecticut and being shown and designated as "PARCEL TO BE CONVEYED AREA - 420,676 SF M/L 9.66 ACRES M/L" on a map or plan entitled "BOUNDARY PLAN OF PROPERTY TO BE CONVEYED TO INTERMARK INTERNATIONAL, INC. BY PERVEL INDUSTRIES, INC. NORTHWEST SIDE OF CONNECTICUT ROUTE #12 SOUTHERLY PART OF THE TOWN OF PLAINFIELD COUNTY OF WINDHAM, CONNECTICUT SCALE 1" = 100' DATE AUGUST 5, 1987 DWG. NO. 87-7-195.01 SHEET 1 OF 1 DICESARE-BENTLEY ENGINEERS, INC. 100 FORT HILL ROAD GROTON, CONNECTICUT REVISIONS 8-31-87 ADDED AND REVISED TITLE, NOTES & EASEMENTS; 8-31-87 REVISED EXCEPTION AND ACREAGE; 9-16-87 REVISED NOTES, CERTIFICATION AND EASEMENTS", which map is on file in the Plainfield Town Clerk's Office. Said parcel is more particularly bounded and described as follows:

Beginning at a monument to be set in the easterly line of land now or formerly of the Norwich and Worcester Railroad Co. in the centerline of Mill Brook, so-called and at the southwesterly corner of land now or formerly of Pervel Industries, Inc., as described in Volume 100, Page 67 of the Plainfield Land Records;

Thence running northeasterly, bounded northwesterly by said Railroad Co. land, 583.63 feet along the arc of a curve deflecting to the left, having a chord bearing of north 30 degrees 32 minutes 15 seconds east, a chord length of 583.56 feet, a central angle of 02 degrees 54 minutes 25 seconds, and a radius of 11,503.19 feet to a monument to be set;

Thence south 64 degrees 45 minutes 51 seconds east, bounded northeasterly by other land now or formerly of Pervel Industries, Inc., a distance of 560.89 feet to a monument to be set;

Thence south 25 degrees 14 minutes 09 seconds west, bounded southeasterly by other land now or formerly of Pervel Industries, Inc., a distance of 165.00 feet to a monument to be set;

Thence south 64 degrees 45 minutes 51 seconds east, bounded northeasterly by other land now or formerly of Pervel Industries, Inc., a distance of 150.00 feet to a monument to be set;

Thence south 25 degrees 14 minutes 09 seconds west, bounded southeasterly by other land now or formerly of Pervel Industries, Inc., a distance of 453.71 feet to a monument to be set at land now or formerly of St. John's Church Corp., being the southeast corner of the herein described parcel;

Thence north 88 degrees 15 minutes 56 seconds west, bounded southwesterly by land now or formerly of said St. John's Church Corp., a distance of 132.73 feet to a monument to be set in the centerline of said Mill Brook at land now or formerly of Louis & Sophie M. Molliti;