

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Matthew L. Teich, Esq. (860) 522-6103	
B. E-MAIL CONTACT AT FILER (optional) teich@halloransage.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Halloran & Sage LLP One Goodwin Square 225 Asylum Street Hartford, CT 06103	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Miss Cranston II Realty LLC				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 45 Quaker Lane		CITY West Warwick	STATE RI	POSTAL CODE 02893
			COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Miss Cranston Diner II, LLC				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 45 Quaker Lane		CITY West Warwick	STATE RI	POSTAL CODE 02893
			COUNTRY US	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Newtek Small Business Finance, Inc.				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 212 West 35th Street, 2nd Floor		CITY New York	STATE NY	POSTAL CODE 10001
			COUNTRY US	

4. COLLATERAL: This financing statement covers the following collateral:

All of the Debtor's right, title and interest in and to the collateral described on Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Filed with RI Secretary of State	

Schedule A to UCC-1 Financing Statement

Secured Party: Newtek Small Business Finance Inc.

Debtor: Miss Cranston II Realty LLC
Miss Cranston Diner II, LLC

Any terms used herein and not otherwise defined shall have the meanings ascribed to them in that certain Security Agreement by and between Debtor and Secured Party dated as of June 30, 2014.

All of Debtor's right, title and interest in and to the following property now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest, in each case to the extent a security interest may be granted (collectively, the "Collateral"):

"Accounts." The term "**Accounts**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, any right to payment held by Debtor, whether in the form of accounts receivable, notes, drafts, acceptances, health care receivables, Health Care Insurance Receivables, credit card receivables or other forms of obligations and receivables now or hereafter received by or belonging to Debtor for Inventory sold or leased by it or for services rendered by it whether or not earned by performance, together with all Supporting Obligations and guarantees and security therefor and all proceeds thereof, whether cash proceeds or otherwise, including, without limitation, all right, title and interest of Debtor in the goods or Inventory which gave rise thereto, including, without limitation, the right of stoppage in transit and all reclaimed, returned, rejected, rerouted or repossessed Inventory and all rights Debtor may have or acquire for securing or enforcing the foregoing, including without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments, insurance proceeds and all other rights of Debtor to receive payments therefore.

"Chattel Paper." The term "**Chattel Paper**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a written document or records or electronic record or records which evidence both a monetary obligation and a security interest in or a lease of specific goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods, whether now or hereafter held by Debtor.

"Commercial Tort Claims." The term "**Commercial Tort Claims**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, claims arising in tort with respect to which (i) the claimant is an organization (a corporation, limited liability company, limited partnership, general partnership, joint venture or other organization or entity) or (ii) the claimant is an individual and the claim (1) arose in the course of the claimant's business or profession and (2) does not include damages arising out of personal injury to or the death of an individual.

"Deposit Accounts." The term "**Deposit Accounts**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to any deposit

account with a financial institution, whether now existing or hereafter arising, together with the rights to withdraw from said Deposit Accounts and make deposits to the same.

“Equipment.” The term **“Equipment”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, all the machinery, equipment, furniture, tools, goods, Farm Products and Fixtures and other tangible personal property, excluding Motor Vehicles and Inventory, now owned or hereafter acquired by Debtor and all additions and accessions thereto and substitutions and replacements therefor, including without limitation, all tools, dies, molds and similar assets, furniture and furnishings.

“Farm Products.” The term **“Farm Products”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, goods, other than standing timber, with respect to which debtor is engaged in a farming operation and which are (A) crops grown, growing or to be grown including (crops produced on trees, vines and bushes and aquatic goods produced in aquacultural operations), livestock, born or unborn, including aquatic goods produced in aquacultural operations; supplies used or produced in a farming operation, or products of crops or livestock in their unmanufactured states.

“Fixtures.” The term **“Fixtures”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to goods that have become so related to particular real property that an interest in them arises under applicable real property law.

“General Intangibles.” The term **“General Intangibles”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to any intangible personal property (including, without limitation, Payment Intangibles and Software as such capitalized terms are defined in the Uniform Commercial Code) now or hereafter held by Debtor, other than Accounts, Chattel Paper and Instruments, whether now existing or hereafter arising or acquired, including but not limited to, rights to reserves, deposits, tax refunds, choses in action, judgments, patents, patent applications, trademarks, trademark registrations and applications therefor, trade names, trade processes, trade secrets, copyrights, copyright registrations and applications therefor, licenses, franchises and corporate name and goodwill of Debtor's business, all insurance policies and cash values and proceeds thereof and all rights of Debtor to receive payment.

“Goods.” The term **“Goods”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all things that are movable when a security interest attaches, including manufactured homes, a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it customarily is considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods.

“Health Care Insurance Receivable(s).” The term **“Health Care Insurance Receivable(s)”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to interests in or claim under a policy of insurance which is a right to payment of a monetary obligation for health-care goods or services provided by Debtor.

"Instruments." The term **"Instruments"** shall have the meaning as such term is defined in Article 9 of the Uniform Commercial Code (rather than Article 3 of the Uniform Commercial Code), including but not limited to, Promissory Notes, Documents and Chattel Paper, whether tangible or electronic, and all Supporting Obligations related thereto (as such capitalized terms are defined in the Uniform Commercial Code) of Debtor, whether now existing or hereafter arising, including without limitation, all documents of title, policies and certificates of insurance, securities, deposits, cash or other property owned by Debtor or in which it has an interest, including but not limited to, all property allocable to unshipped orders and merchandise returned by or reclaimed by or repossessed from customers, all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of an unpaid vendor or lienor.

"Inventory." The term **"Inventory"** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all goods, merchandise, raw materials, work in process, finished goods and products and other tangible personal property now owned or hereafter acquired by Debtor and held for sale or lease, or furnished or to be furnished under contracts of service or used or consumed in Debtor's business.

"Investment Property." The term **"Investment Property"** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all security accounts, all commodity contracts, all commodity accounts and all financial assets of every type and nature and all rights thereto or therein and all financial accounts of every type and nature and all rights thereto or therein, and all proceeds and products thereof, including without limitation, all insurance proceeds and fidelity bond proceeds related thereto (including Certificated Securities, Uncertificated Securities, and Security Entitlements and all Supporting Obligations related thereto as such capitalized terms are defined in the Uniform Commercial Code).

"Letter of Credit Right." The term **"Letter of Credit Rights"** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

"Motor Vehicles." The term **"Motor Vehicles"** shall have the same meaning as that contained in the Rhode Island Statutes.

"Payment Intangible." The term **"Payment Intangible"** means a General Intangible under which the account debtor's principal obligation is a monetary obligation.

"Proceeds." The term **"Proceeds"** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, insurance proceeds and condemnation awards and products of all of the Collateral whether such Proceeds take the form of Accounts, Inventory, Instruments, Documents, Chattel Paper, Investment Property, General Intangibles, Equipment, Farm Products, Fixtures, Supporting Obligations, or otherwise.

"Software." The term **"Software"** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a computer program and any supporting

information provided in connection with a transaction relating to the program (other than a computer program that is included in the definition of Goods).

“Supporting Obligation(s).” The term **“Supporting Obligation(s)”** shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a letter-of-credit right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument or Investment Property.

The following sections apply in all cases:

All monies, securities and other property of the Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to the Lender whether for safekeeping, custody, pledge, transmission, collection or otherwise, and also in and to any and all deposits, general or special, and credits of the Debtor with, and any and all claims of the Debtor against, the Lender now or at any time hereafter existing; and

All products and proceeds of the foregoing, including, without limitation, proceeds of any insurance policies insuring any of the foregoing.