## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| A. NAME & PHONE OF CONTACT AT FILER (optional) |
| --- |
| **Kristen Cascella 401-421-5100** |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) |

┌
**Accardo Law Offices**
**311 Angell Street**
**Providence, Rhode Island 02906**
**kmc@accardolaw.com**
└ ┘

**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 | | | |
| --- | --- | --- | --- |
| **Bluez4 Corp.** | | | |

| 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| --- | --- | --- | --- |

| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| --- | --- | --- | --- | --- |
| **80 Lambert Lind Highway** | **Warwick** | **RI** | **02886** | **USA** |

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 | | | |
| --- | --- | --- | --- |

| 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| --- | --- | --- | --- |

| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| --- | --- | --- | --- | --- |

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 | | | |
| --- | --- | --- | --- |
| **Coastway Community Bank** | | | |

| 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| --- | --- | --- | --- |

| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| --- | --- | --- | --- | --- |
| **One Coastway Boulevard** | **Warwick** | **RI** | **02886** | **USA** |

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

**Please see Exhibit A attached hereto.**

| 5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative |
| --- |

| 6a. Check only if applicable and check only one box: | | | 6b. Check only if applicable and check only one box: | |
| --- | --- | --- | --- | --- |
| ☐ Public-Finance Transaction | ☐ Manufactured-Home Transaction | ☐ A Debtor is a Transmitting Utility | ☐ Agricultural Lien | ☐ Non-UCC Filing |

| 7. ALTERNATIVE DESIGNATION (if applicable): | ☐ Lessee/Lessor | ☐ Consignee/Consignor | ☐ Seller/Buyer | ☐ Bailee/Bailor | ☐ Licensee/Licensor |
| --- | --- | --- | --- | --- | --- |

8. OPTIONAL FILER REFERENCE DATA:
**Secretary of State**

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

## EXHIBIT A

## UNIFORM COMMERCIAL CODE
## CONTINUATION OF FINANCING STATEMENT

DEBTOR:     Bluez4 Corp.
         80 Lambert Lind Highway
         Warwick, RI 02886

SECURED PARTY:  Coastway Community Bank
         One Coastway Blvd.
         Warwick, RI 02886

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 80 Lambert Lind Highway, Warwick, 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 Section 9-106 of the 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 Section 9-105(e) 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 Section 9-106 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 Section 9-109(4) 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 Section 9-109(2) of the Code) and furniture and fixtures (as defined in Section 9-313(1)(a) of 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, documents, securities, cash, property and the proceeds of any of the foregoing, owned by Debtor or in which Debtor have an interest, which now or hereafter are at any time in possession or control of Secured Party or in transit by mail or carried to or from Secured Party or in the possession of any third party acting on 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 of whether Secured Party had conditionally released the same.