

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Thomas M. Madden, Esq, 401-274-1155</b>
B. E-MAIL CONTACT AT FILER (optional) <b>tmadden@maddenbrockmann.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Madden   Brockmann LLC 400 Westminster Street, Suite 200 Providence, RI 02903</b>

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 <b>ACU Realty, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>370 George Washington Highway, #3</b>		CITY <b>Smithfield</b>	STATE <b>RI</b>	POSTAL CODE <b>02917</b>
			COUNTRY <b>USA</b>	

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 <b>A Child's University, LLC</b>				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS <b>370 George Washington Highway, #3</b>		CITY <b>Smithfield</b>	STATE <b>RI</b>	POSTAL CODE <b>02917</b>
			COUNTRY <b>USA</b>	

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 <b>U.S. Small Business Administration</b>				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>500 Edgewater Drive, Suite 555</b>		CITY <b>Wakefield</b>	STATE <b>MA</b>	POSTAL CODE <b>01880</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:  
**All assets.**

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:	

## EXHIBIT A

That certain land unit known as Land Unit 3 in that Condominium known as 370 GWH Condominiums (Land Units) created by Declaration of Condominium dated February 16, 2010 and recorded in the Land Evidence Records of the Town of Smithfield on April 29, 2010 at 3:15 p.m. in Book 738 at Page 196.

Together with Common Elements attributed to the Unit. Subject to and together with provisions of the Declaration, as amended.

FOR REFERENCE ONLY:

370 George Washington Highway, #3  
Smithfield, Rhode Island  
AP 48 Lot 3 Unit 3

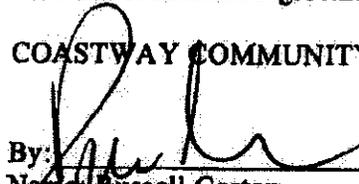
\* Please see attached Subordination Agreement

**SUBORDINATION AGREEMENT**

Coastway Community Bank, a Rhode Island banking institution having an address at One Coastway Boulevard, Warwick, RI 02886 ("Coastway"), as the lender and payee under that certain Promissory Note in the amount of \$130,000 (the "Note") given by A Child's University, LLC, a Rhode Island limited liability company having an address at 370 George Washington Highway, #3, Smithfield, RI 02917 ("Child's University"), dated as of January 28, 2014, a copy of which is attached hereto and made a part hereof as Exhibit A, by its execution hereof, agrees that the rights of Coastway pursuant to the Note (together with any and all rights, interests, claims or liens of Coastway under the Note in and to all deposits, collateral and property of Child's University as described therein and all Collateral (as defined in that certain Security Agreement executed contemporaneously with the Note (the "Security Agreement")), shall, at all times present and future, be subject and subordinate to the priority, terms, provisions and collateral contained in that certain United States Small Business Administration Authorization (the "Authorization" for Debenture Guarantee for 504 Loan Number 65611450-06 approved November 29, 2013, as amended, and in favor of NEW ENGLAND CERTIFIED DEVELOPMENT CORPORATION ("CDC") and/or the United States Small Business Administration, its successors and or assigns ("SBA"), all as fully and completely as if the Note and Security Agreement were executed and delivered after the Authorization.

This Subordination Agreement is executed as of the 6<sup>th</sup> day of November, 2014.

COASTWAY COMMUNITY BANK

By:   
Name: Russell Gaston  
Title: Senior Vice President

NEW ENGLAND CERTIFIED  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: Thomas J. Berry  
Title: Senior Vice President

CDC hereby assigns this Subordination to SBA

By: \_\_\_\_\_  
Name: Thomas J. Berry  
Title: Senior Vice President

**SUBORDINATION AGREEMENT**

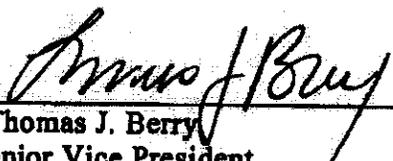
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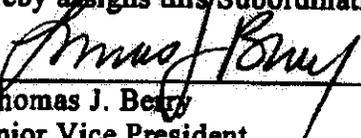
COASTWAY COMMUNITY BANK

By: \_\_\_\_\_  
Name: Russell Gaston  
Title: Senior Vice President

NEW ENGLAND CERTIFIED  
DEVELOPMENT CORPORATION

By:   
Name: Thomas J. Berry  
Title: Senior Vice President

CDC hereby assigns this Subordination to SBA

By:   
Name: Thomas J. Berry  
Title: Senior Vice President

SBA Loan # 66461250-10

**PROMISSORY NOTE**

**\$130,000.00**

Providence, Rhode Island  
January 28, 2014

FOR VALUE RECEIVED, the undersigned, **A Child's University, LLC**, a Rhode Island limited liability company, unconditionally promises to pay to **Coastway Community Bank**, a financial institution organized and existing under the laws of the State of Rhode Island, or order, at its offices at One Coastway Plaza, Cranston, Rhode Island 02910 ("Lender"), or at such other place as may be designated in writing by the holder hereof, the principal sum of **One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars**, together with interest in arrears from the date hereof on the unpaid principal balance hereunder, at the interest rate set forth herein. Interest on the unpaid principal balance hereof shall be computed daily on the basis of the actual number of days elapsed over a year of 365 days.

**INTEREST**

From the date hereof through and including January 31, 2019, interest shall be charged on the outstanding principal balance hereunder at a rate equal to **Four and 25/100 (4.25%) percent** per annum. On February 1, 2019 (the "Interest Adjustment Date"), the interest rate charged hereunder shall be adjusted to a fixed rate equal to the **Prime Rate** (as hereinafter defined) as of the Interest Adjustment Date, plus **One and 00/100 (1.00%) percent**.

As used herein "Prime Rate" means the variable per annum rate of interest as published from time to time by *The Wall Street Journal* as the base rate for corporate loans at large commercial banks (if more than one such rate is published, it will be the higher or highest of the rates so published) or if such rate is no longer published, then the average base rate of corporate loans at three large commercial banks chosen by Lender.

**PAYMENTS**

From the date hereof through and including February 1, 2019 (the "Payment Adjustment Date"), outstanding principal and interest hereunder shall be payable in sixty (60) consecutive monthly installments in the amount of **One Thousand Three Hundred Thirty-Two and 27/100 (\$1,332.27) Dollars** each, commencing on and including March 1, 2014, and continuing on the same day of each month thereafter, through and including the Payment Adjustment Date.

After the Payment Adjustment Date, outstanding principal and interest hereunder shall be payable in fifty-nine (59) consecutive equal monthly installments in an amount determined by Lender to be the amount necessary to fully amortize the outstanding principal balance hereunder on the Payment Adjustment Date at the rate of interest established on the Interest Adjustment Date over a mortgage style amortization period of five (5) years, with such payments to be made commencing on and including March 1, 2019, and continuing on the same day of each month

thereafter, with a final payment of any and all principal then outstanding, together with any and all unpaid interest, fees or other charges hereunder, on **February 1, 2024**.

#### PREPAYMENT

The undersigned may prepay all or any portion of the principal balance outstanding hereunder at any time and from time to time without penalty or premium.

#### LATE FEE

If any amount of principal and/or interest hereunder is not paid within ten (10) days of the date on which the same shall be due, the undersigned shall pay to Lender a late fee on such unpaid amount equal to Five (5%) percent of such overdue payment.

#### DEFAULT RATE

From and after the occurrence of an Event of Default, the interest rate on the unpaid principal balance hereunder shall, at the option of Lender, be increased to a rate per annum which is five (5%) percentage points greater than the rate otherwise applicable hereunder.

All payments received hereunder shall be applied first to the payment of accrued interest and any expenses or charges payable hereunder and the balance only applied to principal. All agreements between the undersigned and Lender are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use or the forbearance of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect as of the date hereof provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Note shall be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of the undersigned and Lender in the execution, delivery and acceptance of this Note to contract in strict compliance with the laws of the State of Rhode Island from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any one or more of the documents, instruments or agreements executed in connection herewith or related hereto at the time of performance of such provision shall be due, shall involve transcending the limit of such validity prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the limits of such validity, and if under or from circumstances whatsoever Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the undersigned and Lender.

Each of the undersigned, any indorser hereof, any other party hereto and any guarantor hereof (individually an "Obligor" and collectively "Obligors"): (i) waives presentment, demand, notice of demand, protest, notice of protest and notice of nonpayment and any other notice required to be given under the law to any of Obligors in connection with the delivery, acceptance, performance, default or enforcement of this Note, any indorsement or guaranty of this Note or any document or instrument evidencing any security for payment of this Note; (ii) consents to any and all delays, extensions, renewals or other modifications of this Note or waivers of any term hereof or release or discharge by Lender of any of Obligors or release, substitution or exchange of any security for the payment hereof or the failure to act on the part of Lender or any other indulgence shown by Lender from time to time and in one or more instances (without notice to or further assent from any of Obligors) and agrees that no such action, failure to act or failure to exercise any right or remedy on the part of Lender shall in any way affect or impair the obligations of any Obligor or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any indorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note; and (iii) jointly and severally agrees to pay, on demand, all costs and expenses of collection of this Note or of any indorsement or any guaranty hereof and/or the enforcement of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including reasonable attorneys' fees, and agrees that Lender shall have the right to set-off without notice any and all sums at any time owed by or due from Lender to any of Obligors, whether or not matured.

Each of the following shall constitute an Event of Default hereunder ("Event of Default"):

(i) the failure of the undersigned to make any payment of principal or interest hereunder within ten (10) days of the date on which the same shall be due, or (ii) the occurrence of an Event of Default, as defined and described in that certain Loan Agreement of even date herewith by and between the undersigned and Lender (as the same may be amended and/or restated from time to time, the "Loan Agreement"). Upon the occurrence of an Event of Default, the entire balance outstanding hereunder and all other liabilities of Obligors or any of them to Lender (however acquired or evidenced) shall, at the option of the holder hereof, become forthwith due and payable, without presentment, notice, protest or demand of any kind (all of which are expressly waived by Obligors and each of them) for the payment of the whole or any part hereof. Failure at any time to exercise any of the aforesaid options or any other rights of Lender hereunder or under the Loan Agreement shall not constitute a waiver thereof, nor shall it be a bar to exercise of any of the aforesaid options or rights at a later date.

Lender may at any time pledge all or any portion of its rights under the Loan and Security Documents (as defined in the Loan Agreement) including any portion of this Note to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341. No such pledge or enforcement thereof shall release Lender from its obligations under any of the Loan and Security Documents.

obligations hereunder. Lender may furnish any information concerning the undersigned in its possession from time to time to prospective Assignees and Participants provided that Lender shall require any such prospective Assignee or Participant to maintain the confidentiality of such information.

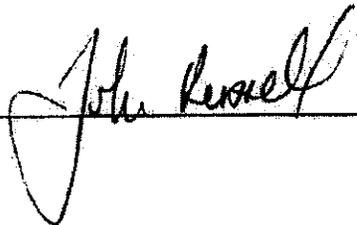
This Note is delivered in and shall be governed by and construed and enforced under the laws of the State of Rhode Island, without reference to conflict of laws principles. ANY LITIGATION IN CONNECTION WITH OR RELATING TO THIS NOTE OR THE ENFORCEMENT OF THIS NOTE OR ANY INDORSEMENT OR GUARANTY OF THIS NOTE OR ANY SECURITY GIVEN FOR PAYMENT HEREOF SHALL BE BROUGHT ONLY IN A COURT HAVING JURISDICTION AND VENUE AT PROVIDENCE, RHODE ISLAND, AND EACH OF OBLIGORS CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON ANY SUCH COURT OR COURTS. IN ADDITION, EACH OF THE UNDERSIGNED AND LENDER, BY ACCEPTANCE OF THIS NOTE, KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO ACCEPT THIS NOTE AND MAKE THE LOAN EVIDENCED HEREBY. The term "Lender" shall include Lender's successors, indorsees and assigns.

Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of this Note or any other Security Instrument which is not of public record, the undersigned will issue, in lieu thereof, a replacement Note or other security document in the same principal amount thereof and otherwise of like tenor.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

WITNESS:

**A Child's University, LLC**



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By:   
**Jason Colgan**  
**Authorized Signatory**

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The undersigned hereby grants to Lender a lien, security interest and right of setoff as security for all liabilities and obligations to Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender and its successors and assigns, or in transit to any of them. At any time from and after the occurrence of an Event of Default, without demand or notice, Lender may setoff the same or any part thereof and apply the same to any liability or obligation of the undersigned even though unmatured and regardless of the adequacy of any other collateral securing this Note. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURED THIS NOTE, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE UNDERSIGNED OR ANY GUARANTOR ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

Lender shall have the unrestricted right at any time or from time to time, and without the consent of or notice to the undersigned, to assign all or any portion of its rights and obligations hereunder to any one or more other persons or entities (each an "Assignee"), and the undersigned agrees that it shall execute, or cause to be executed such documents including, without limitation, amendments to this Agreement and to any other documents instruments and agreements executed in connection herewith as Lender shall deem necessary to effect the foregoing. In addition, at the request of the Lender and any such Assignee, the undersigned shall issue one or more new promissory notes, as applicable, to any such Assignee and, if Lender has retained any of its rights and obligations hereunder following such assignment, to Lender, which new promissory notes shall be issued in replacement of, but not in discharge of, the liability evidenced by the promissory note held by Lender prior to such assignment and shall reflect the amount of the respective commitments and loans held by such Assignee and Lender after giving effect to such assignment. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by Lender in connection with such assignment, and the payment by Assignee of the purchase price agreed to by Lender, and such Assignee, such Assignee shall be a party to this Agreement and shall have all of the rights and obligations of Lender hereunder (and under any and all other guaranties, documents, instruments and agreements executed in connection herewith) to the extent that such rights and obligations have been assigned by Lender pursuant to the assignment documentation between Lender and such Assignee, and Lender shall be released from its obligations hereunder and thereunder to a corresponding extent.

Lender shall have the unrestricted right at any time and from time to time, and without the consent of or notice to the undersigned, to grant to any one or more other persons or entities (each a "Participant") participating interests in Lender's obligations to lend hereunder and/or any or all of the loans held by Lender hereunder. In the event of any such grant by Lender of a participating interest to a Participant, whether or not upon notice to the undersigned, Lender shall remain responsible for the performance of its obligations hereunder and the undersigned shall continue to deal solely and directly with Lender in connection with Lender's rights and