

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Antonio Afonso, Jr., Esquire</b>
B. E-MAIL CONTACT AT FILER (optional) <b>aafonso@marlawi.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Antonio Afonso, Jr., Esquire Moses Afonso Ryan Ltd. 160 Westmisnter Street, Suite 400 Providence, Rhode Island 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>Whispering Pines Campground, LLC</b>	OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>41 Saw Mill Road</b>	CITY <b>Hopkinton</b>	STATE <b>RI</b>	POSTAL CODE <b>02832</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	OR			
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 <b>Rhode Island Industrial-Recreational Building Authority</b>	OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>315 Iron Horse Way, Suite 101</b>	CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02908</b>	COUNTRY <b>USA</b>

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

**All collateral as further described on 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:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
**Rhode Island Secretary of State (Security Agreement)**

**Exhibit A**

**Whispering Pines Campground, LLC**  
41 Saw Mill Road  
Hopkinton, Rhode Island 02832

**Coastway Community Bank**  
One Coastway Boulevard  
Warwick, Rhode Island 02886

**Rhode Island Industrial-Recreational  
Building Authority**  
315 Iron Horse Way, Suite 101  
Providence, Rhode Island 02908

Collateral consists of all assets and property of the Debtor of every kind, now existing or hereafter acquired, including, but not limited to:

Receivables, Inventory, Equipment, Patents, Trademarks and Copyrights (all as hereinafter defined);

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 other Collateral; and

All instruments, documents, securities, cash, property and the proceeds of any of the foregoing, now owned or hereafter acquired by Debtor or in which Debtor now has or may hereafter acquire an interest, which now or hereafter are at any time in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in the possession of any third party acting 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 or whether Secured Party had conditionally released the same; and

All claims by Debtor against third parties for infringement of the Patents, Trademarks and/or Copyrights; and

Any and all municipal, state or federal licenses and permits on which Debtor now is or may hereafter be named or in which Debtor now has or may hereafter have an interest.

"Equipment" shall mean all machinery and equipment and furniture and fixtures of Debtor including automotive equipment now owned or hereafter acquired by Debtor, and used or acquired for use in the business of Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash and non-cash proceeds.

"Event of Default" shall mean the occurrence of an Event of Default under the Financing Documents (as defined in the Lease).

"Guaranty" shall mean that certain Guaranty executed by the Borrower, the Debtor, MCK Real Estate Corporation and Clinton E. Ramsden as guarantors of even date herewith pursuant to which the Debtor guaranteed all of the obligations of Borrower to Secured Party.

"Inventory" shall mean all goods, merchandise and other personal property now owned or hereafter acquired by Debtor 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, whether now owned or hereafter acquired by the Debtor or in which the Debtor now or

hereafter acquires an interest; 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.

"Obligations" shall mean all indebtedness, obligations and liabilities of Debtor to 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, the Bonds (as defined in the Lease Agreement), the Financing Documents, the Guaranty, 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 Borrower to others which Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to Borrower or incurred by Secured Party under this Agreement, or any other document or instrument delivered in connection herewith.

"Patents" shall mean (a) any patents or patent rights in which Debtor now has or may hereafter acquire an interest, and all right, title and interest of Debtor therein and thereto, and all applications, registrations and recordings thereof; and (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated therewith.

"Receivables" shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles (including, without limitation, choses in action, tax refunds, insurance proceeds and the name and any trade names of Debtor); any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; all guarantees of Receivables and security therefor; all cash or non cash proceeds of all of the foregoing; 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 and 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, reclamation and resale, and all of the foregoing, whether now existing or hereafter created or acquired.

"Trademarks" shall mean any trademarks and trade names in which Debtor now has or may hereafter acquire an interest, and all right, title and interest of Debtor therein and thereto, and all applications, registrations and recordings thereof; all reissues, extensions or renewals thereof; all goodwill associated therewith; and all licenses thereof and the royalties associated therewith.

"Copyrights" shall mean (a) all copyrights in which Debtor now has or may hereafter acquire an interest, and all right, title and interest of Debtor therein and thereto, and all applications, registrations and recordings thereof; and (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated therewith; and (d) all licenses thereof and the royalties associated therewith.