



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>John J. Garrahy, Esquire (401) 453-3600</b>
B. E-MAIL CONTACT AT FILER (optional) <b>jgarrahy@marlawri.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Moses Afonso Ryan Ltd.</b>  <b>160 Westminster Street</b>  <b>Suite 400</b>  <b>Providence, Rhode Island 02903</b> </div>

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>T.O.C. Wheels, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>40 Sonoma Court</b>		CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02909</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>Bright Future Enterprises, LLC</b>				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS <b>40 Sonoma Court</b>		CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02909</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>Providence Economic Development Partnership, Inc.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>444 Westminster Street</b>		CITY <b>Providence</b>	STATE <b>RI</b>	POSTAL CODE <b>02903</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:  
**A security interest in all of the Debtor's assets, including, without limiting the generality thereof, the designated property and any and all substitutions thereof, as more particularly set forth and described in Exhibit A attached hereto and incorporated by reference; along with all proceeds of the foregoing.**

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/Licensor

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

## EXHIBIT A

**Debtor:**                    **T.O.C. Wheels, LLC and Bright Future Enterprises, LLC  
(jointly and severally, the “Debtor”)**

**Secured Party:**        **Providence Economic Development Partnership, Inc.**

### Description of Collateral

**A.     Accounts, Instruments and Chattel Paper.** All presently existing or hereafter acquired accounts, accounts receivable, chattel paper, notes, leases, drafts, acceptances and writings evidencing a monetary obligation, or a security interest in or lease of goods, all rights to receive the payment of money or other considerations under present or future contracts or by virtue of merchandise sold or leased, services rendered, advances made or other considerations given, whether or not earned by performance and whether or not evidenced by or set forth in or arising out of any present or future chattel paper, note, draft, lease, acceptance, writing, bond, insurance policy, instrument, document or general intangible, and all extensions and renewals of any thereof, all rights under or arising out of present or future contracts, agreements or general intangibles (as defined in the UCC), including all payments under licensing agreements or arrangements, all right, title, and interest in merchandise which gave rise to any and all of the foregoing, including all goods in transit and all returned, unclaimed or repossessed goods, and all claims for tax refunds, all claims or causes of action which Debtor may now or hereafter have whether arising in connection with or under any agreement or document or by operation of law or otherwise, and all present and future indebtedness and obligations of any Affiliate or Subsidiary to them (including but not limited to the Guarantors) and all right, title and interest in and all assets and properties in which they have been granted a security interest or lien to secure the payment of such indebtedness and obligations (all of the foregoing items and types of property being hereafter referred to as the “Accounts”).

**B.     Inventory.** All inventories of every nature, presently existing or hereafter acquired, wherever located, including all goods intended for sale or lease or to be furnished under contracts of service, all raw materials, work in progress and finished goods, any and all rejected and/or returned goods and all supplies, materials and products of every nature and description used or usable in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods, and the proceeds thereof and also includes Inventory as defined in the UCC (the “Inventory”).

**C.     Equipment.** All equipment (including motor vehicles), machinery, chattel, tools, dies, jigs, molds, parts, machine tools, furniture and fixtures, of every nature, presently existing or hereafter acquired, wherever located, including, without limitation the generality above, the items of personal property itemized and set forth within this Exhibit A, and all additions and accessories thereto and substitutions therefore and all parts and equipment which may be attached to or necessary to the operation and use of such personal property or fixtures, whether or not the same shall be deemed to be affixed to real property, and all rights under the or arising out of present or future contracts relating to the foregoing (the “Equipment”).

**D. Documents.** All documents, instruments and chattel paper of every nature, whether presently existing or hereafter acquired.

**E. General Intangibles.** All general intangibles of every nature, excluding accounts receivable, but including, without limitation, patents, trademarks, licensing agreements, royalty payments, copyrights, service names, service marks and logos, whether presently existing or hereafter acquired.

**F. Records.** All books, correspondence, credit files, records and other documents relating to the above described types of property, including, without limitation, all tapes, cards, runs and other papers and documents in the possession or control of Debtor, or any Affiliate or Subsidiary or them or any computer service bureau.

**G. Insurance Policies.** All rights in, to and under policies of insurance, including claims or rights to payment and proceeds heretofore or hereafter arising therefrom, with respect to the above described types of property, including, without limitation, policies required to be maintained.

**H. Proceeds of Condemnation.** All rights in, to and under, and claims or rights to payment and proceeds arising out of any taking by any public and/or quasi-public governmental authority by way of condemnation and/or any other form of the exercise by such authority of its powers of eminent domain.

**I. Deposits, Accounts Etc.** All deposits, accounts, certificates of deposit, securities, acceptances, bonds and any evidence thereof and documents relating thereto.

**J. Licenses.** All municipal, state and federal licenses and permits on which Debtor is named or in which Debtor has an interest, but only to the extent assignable and to the extent a security interest may be granted therein without violating the terms thereof or causing a default or grounds for termination thereunder.

**K. Proceeds and Products.** All proceeds and all products of all collateral described above.

**L. Definitions.** All terms used herein are as described in the UCC.

**M. UCC.** "UCC" means the Uniform Commercial Code of the State of Rhode Island in effect from time to time.