

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Russell R. Sicard, Esq. 401-467-7766
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Russell R. Sicard, Esq. 400 Reservoir Avenue, Suite 3 I Providence, RI 02907

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 SPINNCA REALTY, INC.				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 21 Brayton Street, Unit 1		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				
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 Bank Rhode Island				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS One Turks Head Place		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY US

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

All fixtures, equipment and other personal property and assets of Debtor described on Exhibit A attached hereto and incorporated by reference herein located at and/or used in connection with the real estate of Debtor located at 21 Brayton Street, West Warwick, Rhode Island, or wherever else the same may be located from time to time.

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

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A

Debtor: SPINNCA REALTY, INC.
21 Brayton Street, Unit 1
West Warwick, RI 02893

Secured Party: Bank Rhode Island
One Turks Head Place
Providence, RI 02903

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

A. EQUIPMENT, ETC.: All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY: All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

C. UTILITY DEPOSITS: All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

D. RECORDS: All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

E. NAME AND GOODWILL: The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements

thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the 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, 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 the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

"Premises" shall mean the real estate of the Debtor located at 21 Brayton Street, West Warwick, Rhode Island which real estate is more particularly described on Exhibit B, attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in

any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

EXHIBIT B

Those three lots or parcels of land with all buildings and improvements thereon, situated on the southerly side of Brayton Street in the Town of West Warwick, County of Kent, and State of Rhode Island bounded and described as follows:

PARCEL I:

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the westerly side of land now or formerly of the New York and New England Railroad in the Village of Birch Hill, and begins at a point about ninety-nine (99) feet eight (8) inches from an old apple tree at a stone set in the ground with a drill hole in top and running southerly bounding easterly by the railroad company land to land now or formerly of Henry J. Lavoie and wife three hundred eighty six (386) feet and four (4) inches; thence turning and running westerly bounded southerly by land of Henry J. Lavoie and wife; Susan I Bryant et al., Peter Pandozzi and wife, and Angelo Padula and wife three hundred three (303) feet, more or less, to land now or formerly of Leo J. McGinn and wife; thence turning and running northerly bounded westerly by said McGinn land, Clarence W. Lambert and wife land, Rita M. Holes et al land, and John E. McCarthy and wife land two hundred and seventy-seven (277) feet to land now or formerly of Charles Aranjó and wife; thence turning and running easterly in line parallel with Brayton Street (formerly Maple Avenue) bounded northerly by land now or formerly of Charles Aranjó and wife, land of Manuel deCosta Rita and wife, the second parcel hereinbelow described and a sixteen (16) foot driveway two hundred eighty four and one half (284.5) feet; thence running in a line to a stone set in the ground with a drill hole in top, bounded northerly by land now or formerly of Eugene A. St. Jean and wife; from thence running in a straight line to place of beginning, bounded northerly by land now or formerly of Laureat Lavoie et als., all within said bounds be the same, more or less.

ALSO the right of way to said lot by Brayton Street (formerly Maple Avenue) and above mentioned driveway secured by deed from John P. Murphy to Henry T. White dated April 30, 1917 and recorded in the Office of the Town Clerk in West Warwick in Deed Book 18 at Page 121.

PARCEL II:

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the southerly side of Brayton Street in the Village of Riverpoint, Town of West Warwick, County and State as aforesaid, and is bounded and described as follows:

Beginning at the northwesterly corner of said lot, thence running southerly bounded westerly by land now or formerly of Manuel deCosta Rita and wife, sixty-seven and one half (67 1/2) feet to the first parcel hereinabove described; thence turning and running

EXHIBIT B CONT'D

easterly bounding southerly on said last named land one hundred thirty seven and $\frac{1}{2}$ (137 $\frac{1}{2}$) feet; thence turning and running northerly bounded easterly by a private driveway to Brayton Street; thence westerly bounded northerly by said Street one hundred forty two and $\frac{25}{100}$ (142.25) feet to the place of beginning, all within said bounds be the same more or less.

PARCEL III:

That certain tract or parcel of land with all buildings and improvements thereon, situated on the southerly side of Brayton Street, in the Town of West Warwick and State of Rhode Island bounded and described as follows:

Beginning at the northwesterly corner thereof at a point in the southerly line of Brayton Street, said point being the northeasterly corner of land now or lately of Charles Aranjó, et ux; thence southerly bounded westerly by said Aranjó land, 66.25 feet to land now or lately of Brayton Realty Corp.; thence easterly bounded southerly by said Brayton Realty Corp. land 70.25 feet to land of said Brayton Realty Corp.; thence northerly bounded easterly by said Brayton Realty Corp. land 66.66 feet to Brayton Street; thence westerly along Brayton Street, 70 feet to the point of beginning.