

UCC-1 Form

FILER INFORMATION

Full name: JOY MCNUTT Phone: 401.941.7500

CONTACT INFORMATION

Contact name: KENNETH F. MCGUNAGLE, JR., ESQ.

Street #1: MCGUNAGLE HENTZ, PC

Street #2: 2088 BROAD STREET

City: CRANSTON State: RI ZIP: 02905 Country: USA

Notification Method: E-MAIL Email: JMCNUTT@MHLAWPC.COM

DEBTOR INFORMATION

Org. Name: KELLY'S CAR WASH, INC.

Mailing Address1: 200 CHARLES STREET

City: PROVIDENCE State: RI ZIP: 02904 Country: USA

SECURED PARTY INFORMATION

Org. Name: BANK RHODE ISLAND

Mailing Address1: ONE TURKS HEAD PLACE

City: PROVIDENCE State: RI ZIP: 02903 Country: USA

TRANSACTION TYPE: STANDARD

COLLATERAL IS / ADMINISTERED BY:

ALTERNATIVE DESIGNATION:

COLLATERAL

- I. PREMISES: 1556 Post Road, Warwick, Rhode Island 02888, as more particularly described in the Exhibit A attached hereto (the “Mortgaged Property”).
- II. IMPROVEMENTS: All improvements now or hereafter situated upon the Mortgaged Property, together with all fixtures now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Property or the buildings or improvements thereon (collectively the “Improvements”).
- III. EASEMENTS: Any easement, bridge, or right of way, contiguous or adjoining the Mortgaged Property and the Improvements thereon, and all other easements, if any, inuring to the benefit of the Mortgaged Property.
- IV. LEASES AND RENTS: All of the Debtor’s right, title and interest in and to any leases or other agreements for use of the Mortgaged Property or the Improvements and all rents, security deposits, and other proceeds of such leases and other agreements, in each case whether now or hereafter existing, relating to the Mortgaged Property or the Improvements, as provided in a Mortgage Deed, Security Agreement and Assignment of Leases and Rents of even date herewith delivered by the Debtor to the Secured Party.
- V. PERSONAL PROPERTY & 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 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 Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore, and all proceeds and products thereof now or hereafter located at, or used in connections with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.

Exhibit A

ALL THAT CERTAIN LOT, or parcel of land, with the buildings and improvements thereon, located on the easterly or southeasterly side of Post Road, in the City of Warwick, County of Kent, State of Rhode Island, being bounded and described as follows:

BEGINNING at the most southwesterly corner of the herein-described parcel on the easterly or southeasterly side of said Post Road, said point being located opposite Station 35+80.93 right, thirty-nine and 34/100 (39.34) feet;

Thence proceeding N 24° 51’ 16” E along the easterly or southeasterly highway line of said Post Road a distance of one hundred fifty-five and 74/100 (155.74) feet, passing through a Rhode Island Highway Bound opposite Station 36+63.59 Right, forty-four and 44.48 (44.48) feet to a point at the beginning of a curve;

Thence proceeding in a clockwise direction along the arc of said curve with a radius of twenty and 00/100 (20.00) feet and a delta angle of 86° 36’ 27” a distance of thirty and 23/100 (30.23) feet to a point at the end of said curve, said point being marked by a Rhode Island Highway Bound opposite Station 37+56.41 Right, sixty-seven and 46/100 (67.46) feet;

Thence proceeding S 68° 29’ 37” E along the southerly or southwesterly line of Lincoln Avenue a distance of two hundred thirty-six and 47/100 (236.47) feet to a point;

Thence proceeding S 21° 27’ 07” W a distance of one hundred seventy-four and 30/100 (174.30) feet to a point on the northerly or northeasterly line of Maryland Avenue, bounded easterly or southeasterly in part by land now or formerly of William Briggs and in part by land now or formerly of Donna J. Palumbo;

Thence proceeding N 68° 29’ 37” W along the northerly or northeasterly line of said Maryland Avenue a distance of two hundred sixty-five and 69/100 (265.69) feet to the point and place of beginning.

BE ALL SAID MEASUREMENTS, more or less, or however otherwise the same may be bounded and described.

BEING laid out and designated as PARCEL A on that certain plat of land entitled: "Administrative Subdivision Cumberland Farms, Inc. 1556, 1558, 1560 Post Road – U.S. Route 1 Warwick, Rhode Island Date: July 1, 2014 Scale: 1”=50’”, which said plat is recorded in the Warwick Land Evidence Records as Map 1548.

Property Address:
1556 Post Road
Warwick, RI 02888
AP 310, Lot 447

Exhibit B

- A. Equipment, Etc.: All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.
- B. Proceeds for Damage to the Mortgaged Property: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.
- C. Utility Deposits: All right, title and interest of the Debtor in and to all monetary deposits which 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 Mortgaged Property.
- D. Records: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation

of the business of the Debtor.

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 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 therefore; all cash or non-cash Proceeds.

“Fixtures” shall mean “fixtures” within the meaning 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 therefore, 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 therefore.

“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.

“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 Mortgaged Property, (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 Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.