

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Patrick O'N. Hayes Jr.</b>
B. E-MAIL CONTACT AT FILER (optional) <b>phayes@cphglaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Corcoran, Peckham, Hayes &amp; Galvin P.C. Patrick O'N. Hayes Jr. 31 America's Cup Avenue Newport, RI 02840</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>The Rossini &amp; Smith Companies, Inc.</b>				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>PO Box 782</b>				
	CITY <b>North Kingstown</b>	STATE <b>RI</b>	POSTAL CODE <b>02852</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>Savings Institute Bank &amp; Trust Company</b>				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>803 Main Street</b>				
	CITY <b>Willimantic</b>	STATE <b>CT</b>	POSTAL CODE <b>06226</b>	COUNTRY <b>USA</b>

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

**All assets owned by Debtor and used or reusable, as described in Exhibit A, in connection with the real property and improvements located at 80 Taggart Court, East Greenwich, Rhode Island 02818 located on land described in Exhibit B 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:

## **EXHIBIT A**

### CONTINUATION STATEMENT FOR UCC-1 AND SECURITY AGREEMENT

Debtor:                   The Rossini & Smith Companies, Inc.  
Secured Party:       Savings Bank Institute and Trust Company

#### **Description of Collateral**

All fixtures and all tangible and intangible personal property of Debtor of every kind and description and wherever located used for the property at 80 Taggart Court, East Greenwich, Rhode Island ("Property"), in each case whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, including, without limitation:

(1) all equipment (as such term is defined in the Uniform Commercial Code [the "UCC"]), machinery and fixtures, including, without limitations, all processing and computer equipment, stoves, grills, furniture, motor vehicles, heating and cooling and other equipment of every kind and description, in each case whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(2) all inventory (as such term is defined in the UCC), including, without limitation, all merchandise, raw materials, work in process, in each case whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(3) all accounts (as such term is defined in the UCC), accounts receivable, other receivables, evidences of indebtedness, notes, drafts, acceptances, contract rights, leases, chattel paper (as such term is defined in the UCC), and general intangibles (as such term is defined in the UCC), including, without limitation, all collateral and security therefor (including, without limitation, all guarantees, letters of credit, liens and security interests in favor of Debtor), customer lists, advertising materials, operating manuals, copyrights, blueprints, designs, engineering drawings and contracts proprietary information, product lines, distribution agreements, dealer contracts, supplier contracts, tax refund claims, licenses, research and development, and all rights to the payment of money, in each case whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(4) all instruments (as such term is defined in the UCC), documents of title, policies and certificates of insurance, securities, securities entitlements, bank deposits, deposit accounts, checking accounts, certificates of deposit and cash, in each case whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(5) all accessions, additions and improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

(6) all books, records, documents, telephone numbers, computer tapes and discs relating to all of the foregoing, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

(7) All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Property (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;

(8) All right, title and interest of the Mortgagor in and to all monetary deposits that the Mortgagor 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 Property;

(9) The right, in event of foreclosure of the Property hereunder, to take and use any name by which the Property is then known or any variation of the words thereof, and the goodwill of the Mortgagor with respect thereto;

**EXHIBIT B**

That certain lot or parcel of land located in the Town of East Greenwich, County of Kent, State of Rhode Island, on the easterly side of Taggart Court, so-called, being more particularly described as Record Lot 22 on that certain subdivision known as "RECORD PLAN SOUTHRIDGE-PHASE IV, EAST GREENWICH, R.I. ASSESSORS MAP 1-19, LOT 13, PREPARED FOR: STEPEHEN R. & JAMES T. ANDRUCHOW, PREPARED BY ALPHA ASSOCIATES, LTD. HARRY A. MILLER, JR. PLS, DATED OCTOBER 2011, SCALE 1"=80' SHEET ONE OF ONE" and recorded in the Land Evidence Records of the Town of East Greenwich on August 19, 2014 as Plat 908.

80 Taggart Court, East Greenwich, RI 02818- Map 1 Block 19 Lot 13