

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Patti Cokely 508-828-5343	
B. E-MAIL CONTACT AT FILER (optional) Patti.Cokely@BCSBmail.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Bristol County Savings Bank 29 Broadway Taunton, MA 02780 </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 AOL Properties, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 220 Cottage Street		CITY Pawtucket	STATE RI	POSTAL CODE 02860
			COUNTRY USA	

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 Bristol County Savings Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 29 Broadway		CITY Taunton	STATE MA	POSTAL CODE 02780
			COUNTRY USA	

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

See attached Schedule A

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

5a. Check only if applicable and check only one box:

5b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ 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:

tlr 11053

Schedule A to Security Agreement
Dated June 28, 2005 between AOL Properties, LLC
and
BRISTOL COUNTY SAVINGS BANK

All of the Borrower's now or hereafter arising right, title, and interest in and to all personal property, including without limitation all equipment (including, but not limited to, all compressors, cutters, dyes, compactors, presses, punches, sandblasting machines, molds, air dryers, stitchers, welders, hoists, pumps, curlers, drills, paperboard making mills, pulpers, milling and other machine-shop equipment, tanks, winders, strapping machines, and all other industrial equipment, machinery, machine tools and tools; forklifts, automobiles, trucks, trailers, and all other vehicles; oscilloscopes, tachometers, environmental chambers and all other equipment, machinery and tools used for industrial testing purposes; and all other equipment, including without limitation, all office equipment and furniture, calculators, adding machines, telephone and other communication equipment, computers, furniture and tools, microscopes, postal machines, microfilm and microfiche, cameras, balances, scales and books), testing materials, tools and implements, parts and accessories, containers and all parts thereof and all accessions thereto;

To the extent not included above, all fixtures;

All inventory, including, without limitation, "Inventory" as defined in this agreement and further defined in the Uniform Commercial Code as adopted in Florida (hereinafter, the "UCC"), and also all goods, wares, merchandise, raw materials, work in process, finished goods, and other personal property held for sale or lease or furnished or to be furnished under a contract or contracts of service by the Borrower or to be used or consumed in the Borrower's business, goods in transit, and returned merchandise, and also including any returned or repossessed inventory or inventory detained from or rejected for entry into the United States by the appropriate governmental authorities, and all documents of title (whether negotiable or non-negotiable) representing any of the foregoing.

All accounts, including, without limitation, "accounts" as defined in the UCC, accounts receivable, notes, drafts, acceptances, and other forms of obligations, and receivables, and rights to payment for credit extended and for goods sold, or leased, or services rendered whether or not yet earned by performance.

All contract rights, including without limitation "contract rights" now or formerly defined in the UCC and also any right to payment under a contract not yet earned by performance and not evidenced by an instrument or chattel paper.

All general intangibles, including, without limitation "general intangibles", as defined in the UCC, and all records, customer lists, goodwill, causes of action, judgments, literary rights, rights to performance, proprietary processes, blueprints, drawings, designs, diagrams, plans, reports, charts, catalogs, manuals, literature, technical data, proposals, cost estimates, and all other reproductions on paper or otherwise, of any and all concepts or ideas, in any manner related to, or any or all goods produced or sold or leased or credit extended, or services performed, by the Borrower, whether intended for an individual customer or the general business of the Borrower, or used or useful in connection with basic research by the Borrower.

All chattel paper, including, without limitation "chattel paper" as defined in the UCC.

All files, books, records, and information relating to the collateral and/or to the operation of the Borrower's business, and all rights of access to such files, books, records, and information, and all property in which such files, books, records, and information are stored, recorded, and maintained, including without limitation computer programs, tapes, and related electronic data processing software.

All goods, instruments, documents of title, documents, policies, and certificates of insurance, securities, chattel paper, deposits, deposit accounts, money, cash, or other property.

All federal, state, and local tax refunds, and /or abatements to which the Borrower is or becomes entitled, no matter how arising, including but not limited to any loss carry-back tax refunds.

All insurance proceeds, whether arising out of any of the foregoing or otherwise;

All liens, guaranties, securities, rights, remedies, and privileges pertaining to any of the foregoing including the right of stoppage in transit.

All other property at any time delivered, pledged, assigned, or transferred by Debtor to the Bank and any other property of every kind or description of Debtor, now or hereafter in the possession or control of the Bank for any purpose, including all products, dividends and distributions on or other rights with respect to any property hereinabove referred to, now owned or hereafter acquired.

All additions, substitutions, accession and proceeds, and insurance proceeds of any of the above property, now owned or hereafter acquired.
