

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Patrick O'N Hayes Jr, Esq (401) 847-0872
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>Corcoran Peckham Hayes & Galvin PC 31 America's Cup Avenue Newport RI 02840</p> </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 825 West Main, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 825 West Main Road	CITY Middletown	STATE RI	POSTAL CODE 02842	COUNTRY

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 Savings Institute Bank & Trust Company				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 803 Main Street	CITY Willimantic	STATE CT	POSTAL CODE 06226	COUNTRY USA

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

All Equipment and Fixtures owned by Debtor and used or useable, as described in Exhibit A, in connection with the real property and improvements located at 825 West Main Road, Rhode Island 02842 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

Debtor: 825 West Main, LLC
825 West Main Road
Middletown, Rhode Island 02842

Secured Party: Savings Institute Bank & Trust Company
803 main Street
Willimantic, Connecticut 06226

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 all tangible and intangible personal property of the Debtor, including, but not limited to, 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, wherever located (all of which are hereinafter collectively referred to as the "Collateral"):

(a) All Accounts and General Intangibles now existing or arising in the future, whether in the ordinary course of the Debtor's business, in respect of the sale of Inventory, or otherwise (including without limitation, (i) all monies due and to become due under any Contract or Account, (ii) any damages arising out of or for breach or default in respect of any such Contract or Account, (iii) all other amounts from time to time paid or payable under or in connection with any such Contract or Account and (iv) the right of the Debtor to terminate any Contract or to perform and to exercise all remedies thereunder);

(b) All Inventory;

(c) All Equipment and Fixtures;

(d) All ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related data processing software) evidencing an interest in or relating to the foregoing Collateral; and

(e) All instruments, Documents, securities, cash and property, owned by the

Debtor or in which Debtor has an interest, which now or hereafter at any time are in the possession and control of the Secured Party or in transit by mail or carrier to or from the Secured Party or in the possession of any third party acting in behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released the same; and

(f) To the extent not otherwise included, all Proceeds of any and all of the foregoing.

DEFINITIONS

"Accounts" shall mean "accounts" within the meaning of Section 9-102(a)(2) of the Code and, to the extent not otherwise included therein, all Contract Rights, accounts receivable, instruments, documents and chattel paper; any other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; all guarantees of Accounts and security therefor; all cash or non-cash Proceeds of all of the foregoing; all of the right, title and interest of Debtor in and with respect to the goods, services or other property which gave rise to or which secure any of the accounts and insurance policies and proceeds relating thereto, and all of the rights of the Debtor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired.

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

"Contract Rights" to the extent not included in the definition of Accounts, shall mean all rights to payment or performance under a Contract not yet earned by performance and not evidenced by an instrument or chattel paper.

"Contract" or **"Contracts"** shall mean all contracts, agreements and other undertakings of any nature whatsoever pursuant to which the Debtor has entered into a sale or agreement to sell or provide goods or services now or in the future.

"Documents" shall mean "documents" within the meaning of Section 9-102(a)(30) of the Code.

"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; and all cash or non-cash Proceeds.

"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.

"General Intangibles" shall mean "general intangibles" within the meaning of Section 9-102(a)(42) of the Code to the extent they arise from the sale of goods or services or are used in connection with the production of Inventory, all tax refunds and other claims of the Debtor against any governmental authority, and all choses in action, insurance proceeds, goodwill, patents, copyrights, trademarks, tradenames, customer lists, formulae, trade secrets, licenses, designs, computer software, research and literary rights now owned or hereafter acquired.

"Inventory" shall mean "inventory" within the meaning of Section 9-102(a)(48) of the Code, and to the extent not otherwise included therein, all goods, merchandise and other personal

property now owned or hereafter acquired by the Debtor which are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in the Debtor's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; and any cash or non-cash Proceeds of all of the foregoing, including insurance proceeds.

"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 arose 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 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

All that certain lot or parcel of land, together with the building and improvements thereon located in the Town of Middletown, County of Newport, State of Rhode Island bounded and described as follows:

STARTING at a point, for location purposes only, in the easterly highway line of West Main Road; said point the most westerly corner of land now or formerly of Monro Muffler Brake, Inc., said point also being the most northerly corner of land now or formerly of Kenneth J. Alves; thence running in a southeasterly direction, by and with the aforementioned Monro Muffler Brake, Inc. land, a distance of four hundred five and 86/100 (405.86) feet to the point of beginning, said point of beginning being the most northerly corner of the herein described parcel;

Thence continuing in a southeasterly direction by and with, in part the aforementioned Monro Muffler Brake, Inc. land and in part with land now or formerly of Saint Lucy's Church, a distance to two hundred twenty-six and 14/100 (226.14) feet to a point;

Thence turning an interior angle of 178°48'51" and continuing in a southeasterly direction, by and with the aforementioned Saint Lucy's Church, a distance of eighty-eight (88) feet, more or less to a corner in the centerline of Bailey's Brook; said corner being the most northerly corner of land now or formerly of Calvary Baptist Church of Middletown, RI, Inc.; said corner also being the most easterly corner of the herein described parcel;

Thence running southwesterly direction, by and with the centerline of the aforementioned Bailey's Brook; also by and with the aforementioned Calvary Baptist Church land, a distance on one hundred seventy-four (174) feet, more or less, to a corner; said corner, being the most southerly corner of the herein described parcel;

Thence running in a northwesterly direction, by and with, in part, lands now or formerly of the following: Maryann Maghuyop, Kathy A. Horton, John R. Gullison; and Tammy Hamel, a distance of two hundred seventy-four (274) feet more or less, to a corner; said corner being the most westerly corner of the herein described parcel;

Thence turning a interior angle of 90° and running in a northeasterly direction, by and with land now or formerly of Kenneth J. Alves, a distance of one hundred fifty and 13/100 (150.13) feet to the point and place of beginning.

The last course making an angle of 93°42'00" with the first herein described course.

Containing 47,504 square feet of land, more or less.

Subject to sewer easement of record.

ALSO reserving herefrom a utility easement for the right to install, maintain, replace, inspect and replace underground utilities, along with right to enter upon such easement, with vehicles and equipment, for such activities. The easement being particularly described and bounded as follows:

Beginning at the most westerly corner of the above described parcel and running in a northeasterly direction, by and with land now or formerly of Kenneth J. Alves, along the northwesterly property line, of the above described parcel, a distance of twenty and 00/100 (20.00) feet to a corner; said corner being the most northerly corner of the herein described easement.

Thence turning an interior angle of 90° and running in a southeasterly direction, a distance of two hundred seventy-four (274) feet, more or less to a corner in the centerline of Bailey's Brook; said corner being the most easterly corner of the herein described parcel;

Thence running in a southwesterly direction by and with the centerline of Bailey's Brook, by and with land now or formerly of said Calvary Baptist Church, a distance of twenty-four (24) feet, more or less, to a corner; said corner being the most southerly corner of the herein described easement;

Thence running in a northwesterly direction, by and with, in part, lands now or formerly of the following: Maryann Maghuyop, Kathy A. Horton, John R. Gullison; and Tammy Hamel, along the southwesterly property line of the above described parcel, a distance of two hundred seventy-four (274) feet more or less, to the point and place of beginning.

The last course making an angle of 90° with the first herein described parcel.

Meaning and intending to be the most southwesterly twenty (20) feet of the above described parcel.

Containing 5,675 square feet of land, more or less.

TOGETHER with a right-of-way, with the right to pass and repass, on foot and vehicle, being more particularly described as follows:

Beginning at a point in the easterly highway line of West Main Road; said point being the most westerly corner of land now or formerly of Monro Muffler Brake, Inc.; said point also being the most northerly corner of the herein described right-of-way;

Thence running in a southeasterly direction, by and with the aforementioned Monro Muffler Brake, Inc.; land a distance of four hundred five and 86/100 (405.86) feet to a corner; said corner being the most northerly corner of the first herein described parcel; said corner being the most easterly corner of the herein described right-of-way;

Thence turning an interior angle of 86°18'00" and running in a southwesterly direction, by and with the northwesterly property line of the first herein described parcel, a distance of twenty-four and 05/100 (24.05) feet to a corner; said corner being the most southerly corner of the herein described right-of-way;

Thence turning an interior angle of $93^{\circ}42'00''$ and running in a northwesterly direction, a distance of four hundred six and $14/100$ (406.14) feet to a corner in the previously mentioned easterly highway line of the West Main Road; said corner being the most westerly corner of the herein described right-of-way;

Thence running in a northeasterly direction, by and with the aforementioned easterly highway line, along a curve to the right, said curve having a radius of 2,144.74 feet subtending an angle of $0^{\circ}38'35''$, an arc distance of twenty-four and $07/100$ (24.07) feet to the point and place of beginning.

Containing, by calculation, 9,744 square feet of land, more or less.

BEING a lot containing 47,504 square feet of land, utility easement and proposed right-of-way as shown on that certain plan entitled, "Map of Land in Middletown, R.I. surveyed for Kenjon Real Estate by Waterman Eng. Co., June 1983, revised October 1985", which said plan is on file in the Office of the Town Clerk of said Town of Middletown.

BEING further designated as Lot 15C on the Town of Middletown Tax Assessor's Map 107NE, as presently constituted.

Property Address:
825 West Main Road
Middletown, RI 02842