

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) Robert A. Migliaccio, Esq. - 401-331-5700
B E-MAIL CONTACT AT FILER (optional) rmigliaccio@cm-law.com
C SEND ACKNOWLEDGMENT TO (Name and Address) <div style="border: 1px solid black; padding: 5px;"> Robert A. Migliaccio, Esq. Cameron & Mittleman, LLP 301 Promenade Street Providence, Rhode Island 02908 rmigliaccio@cm-law.com </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 Costantino Bros., Inc.				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 1414 Atwood Avenue		CITY Johnston	STATE RI	POSTAL CODE 02919
			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 or ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Rockland Trust Company				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 288 Union Street		CITY Rockland	STATE MA	POSTAL CODE 02370
				COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral:

Certain of Debtor's assets as more particularly set forth on Exhibit A attached hereto and incorporated by reference, including without limitation, all goods, accounts, 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 real estate described on Exhibit B attached hereto and incorporated by reference (the "Premises"), 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.

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 Transmiling 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/Bailee ☐ Licensee/Licenser

8 OPTIONAL FILER REFERENCE DATA

File with RI SOS

EXHIBIT A

Debtor: Costantino Bros., Inc.
1414 Atwood Avenue
Johnston, Rhode Island 02919

Secured Party: Rockland Trust Company
288 Union Street
Rockland, Massachusetts 02370

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in 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 (hereinafter defined) or in any of the Improvements (hereinafter defined), 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 (all of which are hereinafter collectively referred to as the "Collateral"):

(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 Mortgaged Property (defined as the Premises and the Improvements), 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 Mortgaged Property hereunder, to take and use any name by which the Mortgaged

Property is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

(f) **OTHER AGREEMENTS:** To the extent assignable under applicable law, any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates, to the extent of the Debtor's interest therein, including, without limitation, the right, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any sums payable to the Debtor thereunder.

DEFINITIONS:

"Improvements" means all buildings and improvements now or hereafter situated upon the Premises, together with all fixtures and tangible personal property now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon.

"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 instrument 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 1674 Hartford Avenue, Johnston, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

That certain tract or parcel of land situated on the southerly side of Hartford Avenue (Route 6) in the Town of Johnston, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at the most northeasterly corner of the tract herein described at a drill hole in the southerly line of Hartford Avenue as shown on Rhode Island State Highway Layout Number 1443A, said corner being the most northwesterly corner of land now or formerly of Mag Enterprises Inc.; thence running

Southerly 515.52 feet in part by land now or formerly of Mag Enterprises Inc. and in part by land now formerly of Black Gold LLC to an iron rod at a corner; thence turning an interior angle of 102 degrees 42 minutes 50 seconds and running

Westerly 496.57 feet by land now or formerly of Nowark Realty Assoc. LLC to a corner; thence turning an interior angle 181 degrees 05 minutes 08 seconds and running

Westerly 25.19 feet by land now or formerly of Nowark Realty Assoc. LLC to a corner; thence turning an interior angle of 76 degrees 15 minutes 52 seconds and running

Northerly 496.20 feet by land now or formerly of 1880 Hartford Plaza LLC to an iron rod at a point in the southerly line of Hartford Avenue as shown on Rhode Island State Highway Layout Number 1443A, said point being 60.00 feet southerly of Baseline Station 38+10.13; thence turning and running

Easterly with Hartford Avenue along a curve to the right having a radius of 4,940.00 feet and an arc length of 3.83' feet to a point of tangency; thence running

Easterly 22.00 feet with Hartford Avenue to a Rhode Island Highway Bound at a corner; thence turning an interior angle of 75 degrees 49 minutes 30 seconds and running

Southerly 185.00 feet by land now or formerly of Haj Tech Center LLC., to a corner; thence turning an interior angle of 284 degrees 10 minutes 30 seconds and running

Easterly 202 feet by land now or formerly of Haj Tech Center LLC., to a corner; thence turning an interior angle of 255 degrees 49 minutes 30 seconds and running

Northerly 185.00 feet to a point in the southerly line of Hartford Avenue as shown on Rhode Island State Highway Layout Number 1443A; thence turning an interior angle of 104 degrees 10 minutes 30 seconds and running

Easterly 299.05 feet with Hartford Avenue to the point of beginning.

BEING Parcel II as set forth on that survey plan entitled, "LOT MERGER PLAN A.P. 53, LOT 119 1674 HARTFORD AVE JOHNSTON, RHODE ISLAND, Prepared for: Constantino and Assoc.; Prepared By: Cataldo Associates Inc. Civil Engineers; Issue Date: February 6, 2014; Project Number: 3001; Scale: 1" = 40'; Revisions 2/2/14, 2/28/14; Certified: 3/6/14" and recorded March 10, 2014 at 2:05 p.m. in Misc. Book 3, Page 377, Slide 205 of the Johnston Land Evidence Records.