

UCC-1 Form

FILER INFORMATION

Full name: **GEORGE A. HEWETT, ESQ.**

Email Contact at Filer: **ACHAN@DAVISMALM.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **DAVIS, MALM & D'AGOSTINE, P.C., ATTN: GEORGE A. HEWETT, ESQ.**

Mailing Address: **ONE BOSTON PLACE, 37TH FLOOR**

City, State Zip Country: **BOSTON, MA 02108 USA**

DEBTOR INFORMATION

Org. Name: **G & H REALTY**

Mailing Address: **468 FAIRWAY DRIVE**

City, State Zip Country: **SOMERSET, MA 02726 USA**

Org. Name: **P & G BOWLING, INCORPORATED**

Mailing Address: **80 NEWPORT AVENUE**

City, State Zip Country: **EAST PROVIDENCE, RI 02916 USA**

SECURED PARTY INFORMATION

Org. Name: **CITIZENS BANK, NATIONAL ASSOCIATION**

Mailing Address: **ONE CITIZENS PLAZA**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

THE PERSONAL PROPERTY OF THE DEBTOR, AS MORE FULLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THIS UCC FINANCING STATEMENT CONSTITUTES A PURCHASE MONEY SECURITY INTEREST IN ALL EQUIPMENTS BEING PURCHASED BY THE DEBTOR WITH THE PROCEEDS OF THE LOAN FROM THE SECURED PARTY.

Exhibit A

(Collateral Description)

All personal property of Debtor, including, without limitation, the following property of Debtor, wherever located and whether now owned or hereafter acquired:

all "Accounts" as that term is defined in the Uniform Commercial Code as adopted in the State of Rhode Island, as amended from time to time (the "UCC") as of the date hereof, including, without limitation, all accounts, including health care insurance receivables, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles (including, without limitation, registered and unregistered tradenames, copyrights, customer lists, goodwill, computer programs, computer records, computer software, computer data, trade secrets, trademarks, patents, ledger sheets, files, records, data processing records relating to any Accounts and all tax refunds of every kind and nature to which Debtor is now or hereafter may become entitled, no matter how arising), instruments, (including promissory notes), documents, chattel paper (whether tangible or electronic), securities (whether certificated or uncertificated), security entitlements, security accounts, investment property, deposit accounts, supporting obligations, software, letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims and choses in action and all other debts, obligations and liabilities in whatever form, owing to Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Debtor, for goods sold by it or for services rendered by it, or however otherwise the same may have been established or created, all guarantees and securities therefor, all right, title and interest of Debtor in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights to replevy goods, and all rights of an unpaid seller of merchandise or services ("Receivables");

all "Collateral" as that term is defined in the UCC as of the date hereof, including, without limitation, all tangible and intangible personal property of every kind and nature of Debtor including, without limitation, equipment leases, rights to the payments of money, insurance refund claims and all other insurance claims and proceeds, cash, and all general intangibles including, without limitation, all license fees, patents, patent applications, trademark applications, copyright applications, registrations, franchises, printouts and other computer materials and records, guaranty claims, corporate or other business records, inventions, designs, rights to sue and recover for past infringement of patents, trademarks and copyrights, engineering drawings, service marks, and all certificates of need, licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics, proceeds and products of all the foregoing in any form, including, without limitation, all proceeds of credit, fire or other insurance, and also

including, without limitation, rents and profits resulting from the temporary use of any of the foregoing including Accounts, Receivables, Equipment, Inventory and other property;

all "Equipment" as that term is defined in the UCC as of the date hereof, including, without limitation, any and all machinery, equipment, furniture, fixtures and any and all other goods (as defined in Article 9 of the Uniform Commercial Code) used or bought for use in or being used or for use in the conduct of Debtor's business whether now owned or hereafter acquired by Debtor and wherever located, all replacements and substitutions therefor or accessions thereto and all proceeds thereof, specifically including fixtures located at the premises at 80 Newport Avenue, East Providence, Rhode Island 02916, as more fully described on Exhibit A-1 attached hereto;

all "Inventory" as that term is defined in the UCC as of the date hereof, including, without limitation, any and all goods, merchandise or other personal property, wheresoever located and whether or not in transit, now owned or hereafter acquired by Debtor, which is or may at any time be held for sale or lease, or furnished or to be furnished under any contract of service or held as raw materials, work in process, supplies or materials, finished goods, and other tangible personal property, supplies or materials, used or consumed in Debtor's business, and all such property the sale or other disposition of which has given rise to Accounts or Receivables and which has been returned to or repossessed or stopped in transit by Debtor;

all monies, securities and other property of Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to the Secured Party whether for safekeeping, custody, pledge, transmission, collections or otherwise and also in and to any and all deposits, general or special, and credits of Debtor, and any and all claims of Debtor against Secured Party now or at any time hereafter existing and all products and proceeds of the foregoing, including, without limitation, proceeds of any insurance policies insuring any of the foregoing.

Exhibit A - 1
Legal Description

Property Address: 80 Newport Avenue, East Providence, RI

That certain parcel of land with all buildings and improvements thereon situated on the northerly side of Taylor Drive, in the City of East Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of Taylor Drive, 480 feet easterly as measured along the northerly line of Taylor Drive from the easterly line of Newport Avenue, and running thence northerly at a right angle with the northerly line of Taylor Drive, bounding westerly on a right of way 30 feet wide hereinafter described, belonging now or lately to The Melmar Investment Corporation, a distance of 448 feet to other land now or lately of The Melmar Investment Corporation; thence turning a right angle and running easterly bounding northerly on other land now or lately of The Melmar Investment Corporation a distance of 530 feet; thence turning a right angle and running southerly bounding easterly on other land now or lately of The Melmar Investment Corporation on a line 200 feet westerly of and parallel to the easterly line of land now or lately of Electric Threads, Inc. a distance of 440 feet to a point in the northerly line of said Taylor Drive, thence turning and running westerly on the arc of a curve with a radius of 200 feet, bounding southerly on said Taylor Drive a distance of 55 feet to the westerly tangent point of said curve; then continuing westerly bounding southerly on said Taylor Drive a distance of 475.55 feet to the point and place of beginning.

Together with an easement of the said grantee, its successors and assigns, and it and their servants, agents, invitees and licensees in common with the persons hereinafter recited, to pass and repass on foot and with vehicles over a right of way described as follows: Beginning at a point on Taylor Drive at the southwesterly corner of the premises above described and running thence northerly bounding easterly on the premises above described a distance of 448 feet to the northwesterly corner of said premises and other land now or lately of The Melmar Investment Corporation; thence turning a right angle and running westerly bounding northerly on other land now or lately of The Melmar Investment Corporation a distance of 480 feet to the easterly line of Newport Avenue; thence turning a right angle and running southerly bounding westerly on Newport Avenue a distance of 40 feet to land now or lately of Marian G. Mugar; thence turning a right angle and running easterly bounding southerly on said last named land a distance of 450 feet; thence turning a right angle and running southerly bounding westerly on said last named land and in part on land now or lately of The Melmar Investment Corporation, a distance of 408 feet to the northerly line of Taylor Drive; thence turning and running easterly along the northerly line of Taylor Drive a distance of 30 feet to the point or place of beginning. That portion of the right of way 30 feet wide running northerly from said Taylor Drive to other land now or lately of The Melmar Investment Corporation is to be used in common with The Melmar Investment Corporation, its successors and assigns, and with Marian G. Mugar, her heirs and assigns, as set forth in deed from Weybosset Pure Food Market to said Marian G. Mugar, dated December 16, 1958, and that part of the right of way running east and west is to be used in common with The Melmar Investment Corporation, its successors and assigns.

Together with the right to erect, maintain and repair the present sign at the Newport Avenue end of the above described 40 feet right of way.

For title reference see Quitclaim Deed from Gail B. Gendron to G & H Realty dated November 15, 2002 and recorded with the East Providence Land Evidence Records in Book 2089, Page 69.