

UCC-1 Form

FILER INFORMATION

Full name: **JOSEPH M. DIORIO**

Email Contact at Filer: **JMDIORIO@DIORIO.LAW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **LAW OFFICE OF JOSEPH M. DIORIO INC.**

Mailing Address: **144 WESTMINSTER STREET, SUITE 302**

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

DEBTOR INFORMATION

Org. Name: **ALCHEMY REI, LLC**

Mailing Address: **2130 MENDON ROAD, SUITE 3-184**

City, State Zip Country: **CUMBERLAND, RI 02864 USA**

SECURED PARTY INFORMATION

Org. Name: **BERKSHIRE BANK**

Mailing Address: **803 MAIN STREET**

City, State Zip Country: **WILLIMANTIC, CT 06226 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 0827

COLLATERAL

ALL ASSETS OF DEBTOR NOW EXISTING OR HEREAFTER ACQUIRED AND ALL PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, THE COLLATERAL DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

UCC FINANCING STATEMENT

DEBTOR: Alchemy REI, LLC
 2130 Mendon Road, Suite 3-184
 Cumberland, Rhode Island 02864

SECURED PARTY: Berkshire Bank
 803 Main Street
 Willimantic, Connecticut 06226

Collateral shall mean: all "Accounts" (as hereinafter defined); (ii) all "Equipment" (as hereinafter defined); (iii) all "General Intangibles" (as hereinafter defined); (iv) all "Inventory" (as hereinafter defined); (v) all contract rights, including without limitation, all right, title and interest of the Debtor in and to any lease of real or personal property, whether as lessor or lessee (including any option to purchase thereunder) and under any one or more agreements pursuant to which the Debtor agrees to purchase any assets or capital stock of, or equity interest in, any person or entity, and under any other agreement in connection therewith (including without limitation, any rights of indemnification, contribution and/or subrogation thereunder); (vi) all chattel paper; (vii) all deposit accounts (whether general or special) with and credits or other claims against the Secured Party, or any other financial institution with which the Debtor maintains deposits; (viii) all Commercial Tort Claims as defined in Uniform Commercial Code in effect in Rhode Island; (ix) all monies, and any and all other property now or hereafter coming into the actual possession, custody or control of the Secured Party, in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); (x) all other rights of the Debtor to the payment of money, whether evidenced by instruments, letters of credit, chattel paper or otherwise, insurance proceeds, and all rights to deposits or advance payments; (xi) all files, customer lists, subscription lists, records (including without limitation, computer programs, disks, tapes, object codes, source codes and related electronic data processing media) and writings of the Debtor or in which the Debtor has an interest in any way relating to the property and assets described herein, and all rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of such property or assets; (xii) all documents, documents of title, instruments and promissory note (in any case, whether negotiable or non-negotiable); (xiii) all licenses and permits (whether issued by private parties or public authorities), and all agreements in respect thereof; and (xiv) all other tangible and intangible personal property and assets of the Debtor, and all guaranties and securities therefor.

The term "Accounts" shall mean and include all accounts, accounts receivable, and all rights to payment for goods sold or leased or for services rendered, all sums of money or other proceeds due or becoming due thereon, all instruments pertaining thereto, all guaranties and

security therefor, and all goods giving rise thereto and the rights pertaining thereto, including the right of stoppage in transit, all related insurance and all related contracts, contract rights, documents, notes, bills, drafts, acceptances, general intangibles, choses in action and all other forms of obligations.

The term "Equipment" shall mean and include all equipment, machinery, tools, appliances, furniture, fixtures and office supplies (including, without limitation, telephones, facsimile transmission equipment, all audio and/or visual equipment of every name, nature and description, and all computer hardware and software), and other tangible personal property (other than Inventory), together with all accessions, parts and appurtenances thereto.

The term "General Intangibles" shall mean and include all general intangibles, choses in action, causes of action and all other intangible personal property of every kind and nature (other than Accounts), including without limitation, corporate or other business records, inventions, designs, patents, patent applications, service marks, service mark applications, trademarks, trademark applications, tradenames, brands, tradestyles, trade secrets, goodwill, registrations, computer software, operational manuals, product formulae, blueprints, drawings, copyrights, copyright applications, licenses, license agreements, permits, franchises, customer lists, mailing lists, tax loss carryovers, tax refund claims and the like.

The term "Inventory" shall mean and include all inventory, goods, merchandise, raw materials, supplies, work in process, finished goods, goods in transit, and other tangible personal property now or hereafter held by or on behalf of the Debtor for processing, sale or lease or furnished or to be furnished by the Debtor under contracts of service or to be used or consumed in the Debtor's business, including but not limited to, Inventory owned by the Debtor in the possession or under the control of third parties, and such property, the sale or other disposition of which has given rise to Accounts and which has been returned to, or repossessed or stopped in transit by or on behalf of the Debtor.

With respect to the grant of a security interest in the Debtor's "contract rights" pursuant to Section 1(v) hereof, such grant shall not include any contract rights, which by the express terms of the contracts giving rise thereto, the grant of such a security interest is prohibited. Upon request of the Secured Party, the Debtor will use its best efforts to obtain such consents and waivers as may be reasonably requested by the Secured Party to permit the Secured Party to obtain a security interest in such contracts.

Certain of said assets may be or become fixtures on the real property owned by the Debtor located at 30 Bellevue Avenue, Woonsocket, Rhode Island, commonly referred to as Assessor's Plat 27, Lot 72, and more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the northwesterly side of Bellevue Avenue, in the City of Woonsocket, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northwesterly line of said Bellevue Avenue, which is one hundred fifty (150) feet southwesterly from the corner formed by the intersection of said northwesterly line of Bellevue Avenue with the southwesterly line of Morton Avenue, said point of beginning being the most southerly corner of land now or lately of Francis R. Dumas et al and the most easterly corner hereof; thence southwesterly bounding southeasterly on said Bellevue Avenue, one hundred (100) feet to land now or lately of Helen Gagnon; thence northwesterly bounding southwesterly on said Gagnon land eighty-six and 41/100 (86.41) feet, more or less, to land now or lately of Robert G. and Beverly M. Jennison; thence northeasterly bounding northwesterly on said Jennison land in part and in part on land now or lately of Henry L. Hemond et al, in all one hundred and 58/100 (100.58) feet, more or less, to said Dumas land, thence southeasterly bounding northeasterly on said Dumas land ninety-six and 27/100 (96.27) feet, more or less, to said Bellevue Avenue at the point of beginning.

SUBJECT TO:

Restrictive and Covenants recorded in Book 42 at page 113.

Restrictive and Covenants recorded in Book 57 at page 35.

Property Address for Reference Only:

30 Bellevue Avenue
Woonsocket, RI 02895
AP 27, Lot 72