

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Amy T. M. Oakley	
B. E-MAIL CONTACT AT FILER (optional) aoakley@psh.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Partridge Snow & Hahn LLP 40 Westminster Street, Suite 1100 Providence, Rhode Island 02903 Attn: Amy T. M. Oakley, Esq.	

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 Farm Fresh Rhode Island				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 1005 Main 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 BlueHub Loan Fund, Inc.				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 10 Malcolm X Boulevard		CITY Boston	STATE MA	POSTAL CODE 02119
			COUNTRY USA	

4 COLLATERAL This financing statement covers the following collateral.

See Exhibit "A" attached hereto and incorporated herein by reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensur	

8. OPTIONAL FILER REFERENCE DATA

To be filed with the Rhode Island Secretary of State; UCC-1 for Assignment of Pledge of Rebuild RI Incentives

EXHIBIT A

Debtor: Farm Fresh Rhode Island
1005 Main Street, Unit 8130
Pawtucket, Rhode Island 02860

Secured Party: BlueHub Loan Fund, Inc.
10 Malcolm X Boulevard
Boston, Massachusetts 02119

As collateral security for the payment and performance of all of the obligations of the Debtor to the Secured Party, as set forth in that certain Assignment and Pledge of Rebuild Rhode Island Incentive Agreement and Incentives by and between the Debtor and the Secured Party dated September 19, 2019 (the "Pledge Agreement"). the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all of the Debtor's right, title and interest in and to all of the following (collectively, the "Collateral"):

(a) That certain Rebuild Rhode Island Tax Credit Program Incentive Agreement Commercial Project by and among Debtor, FF Realty Corporation and Rhode Island Commerce Corporation (hereinafter "Commerce") dated September 19, 2019 (the "Incentive Agreement") and all documents executed pursuant thereto, including, without limitation, all benefits and rights to enforce the obligations of Commerce to Debtor pursuant to and under the Incentive Agreement;

(b) all rights of Assignor to receive the Certification and any other approvals issued by Commerce pursuant to the Incentive Agreement and the Laws;

(c) all rights of Assignor to receive the Tax Credit Certificates evidencing the Rebuild RI Tax Credits and the Redemption from the Division of Taxation pursuant to the Incentive Agreement and the Laws;

(d) any assignment, donation, purchase agreement, engagement letter and/or any other agreement by Assignor for the transfer, donation and/or sale of the Tax Credit Certificates;

(e) all accounts, deposit accounts, accounts receivable, chattel paper, instruments, documents, and general intangibles (as such terms are defined in the Rhode Island Uniform Commercial Code) or rights to payment with respect to any of the foregoing, including but not limited to, that certain bank account to be opened by Assignor at a financial institution approved by Lender, to be entitled "Farm Fresh Rhode Island – Bridged Sources Account" or similar account name, with such account information to be provided to Lender upon receipt, into which any Proceeds shall be deposited; and

(f) all Credit Proceeds, other proceeds, replacements and renewals of any of the foregoing, including all securities, guaranties, warranties, indemnity agreements, insurance policies and other agreements pertaining to the same or the property described therein, together with whatever is receivable or received when any of the Collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including, without limitation, all rights to payment with respect to any cause of action affecting or relating to any of the foregoing.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Pledge Agreement or the Incentive Agreement, as applicable.