

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)

B E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Robert A. Migliaccio, Esq.
Cameron & Mittleman, LLP
301 Promenade Street
Providence, Rhode Island 02908
rmigliaccio@cm-law.com

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 Arnold Holdings, Ltd.				
OR	1b INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS 251 Fairgrounds Road		CITY West Kingston	STATE RI	POSTAL CODE 02892
			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 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 7 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 Consignor/Consignee Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

File with RI SOS

EXHIBIT A

Debtor: Arnold Holdings, Ltd.
251 Fairgrounds Road
West Kingston, Rhode Island 02892

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, all of the Debtor's interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under 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 (any and all such agreements, collectively, the "Interest Rate Cap Agreements"), including, without limitation, any and all rights, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any and all payments, disbursements, distributions or proceeds owing, payable or required to be delivered to the Debtor under any Interest Rate Cap Agreements.

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 Lot 64, 0 Metacom Avenue, 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 with any and all buildings and improvements thereon situated on the westerly side of Metacom Avenue, in the Town of Bristol, County of Bristol, State of Rhode Island, bounded and described as follows:

Beginning at a point on the westerly line of Metacom Avenue, which point is the southeasterly corner of the parcel herein conveyed, and the northeasterly corner of land now or lately of this grantor;

Thence running westerly, bounded on the south by land now or lately of Anthony A. Nunes, et ux, for a distance of (238.00') feet, more or less, to a point;

Thence turning a $90^{\circ}31'28''$ angle and running northerly, bounded on the west by land now or lately of Anthony A. Nunes, for a distance of (187.38') feet, more or less, to a point;

Thence turning a $90^{\circ}06'25''$ angle and running easterly, bounded on the north by land now or lately of the Columbus Club of Bristol, for a distance of (175.00') feet, more or less, to a point;

Thence turning a $269^{\circ}53'35''$ angle and running northerly, bounded on the west by land now or lately of the Columbus Club of Bristol, for a distance of (75.00') feet, more or less, to a point;

Thence turning a $90^{\circ}06'17''$ angle and running easterly, bounded on the north by land now or lately of the Columbus Club of Bristol, for a distance of (63.00') feet, more or less, to the westerly line of Metacom Avenue;

Thence turning and running, southerly, bounded on the westerly line of Metacom Avenue, for a distance of (265.00') feet, more or less, to the point and place of beginning.

Property Address:
(for reference purposes only)
Metacom Avenue (vacant lot)
Bristol, RI 02809
PLAT 108, LOT 64