

UCC-1 Form

FILER INFORMATION

Full name: **EDWARD G. AVILA, ESQUIRE**

Email Contact at Filer: **PZOSA@RCFP.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **ROBERTS CARROLL FELDSTEIN & PEIRCE**

Mailing Address: **10 WEYBOSSET STREET, SUITE 800**

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

DEBTOR INFORMATION

Org. Name: **JANUARIO FAMILY REALTY, LLC**

Mailing Address: **374 METACOM AVENUE**

City, State Zip Country: **BRISTOL, RI 02809 USA**

SECURED PARTY INFORMATION

Org. Name: **BANKNEWPORT**

Mailing Address: **P. O. Box 450**

City, State Zip Country: **NEWPORT, RI 02840 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE NO. 4107-235

COLLATERAL

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

EXHIBIT A

Debtor: JANUARIO FAMILY REALTY, LLC
374 Metacom Avenue
Bristol, RI 02809

Secured Party: Bank Newport
P. O. Box 450
Newport, RI 02840

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: 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 or in any of the improvements, 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:

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 Premises (as hereinafter defined), 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 Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real

estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"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 agreement 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 280 Franklin Street, 374 and 380 Metacom Avenue, Bristol, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable

to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

4107-235 (3591361)

EXHIBIT B

The land is described as follows:

Parcel I: That certain tract or parcel of land, with all buildings and improvements thereon, situated on the southerly side of Franklin Street, in the Town of Bristol, County of Providence, State of Rhode Island, more particularly described as follows:

Beginning at a point on the southerly side of Franklin Street at the northwesterly corner of land belonging to Michael Prew;

Thence running southerly bounded easterly by said Prew land a distance of one hundred forty-four and 48/100 (144.48) feet to a corner and land belonging to Manuel and Irene Defarias;

Thence turning an interior angle of 184 degrees – 48' – 30" and running southerly bounded easterly by said Defarias land a distance of four hundred twenty-eight and 62/100 (428.62) feet to a corner and land belonging to Joseph M. C. Maiato;

Thence turning an interior angle of 85 degrees – 55' – 30" and running westerly bounded southerly in part by said Maiato land, in part by the northerly termination of Roslyn Avenue, in part by land belonging to Antone Medeiros et. ux. and in part by land belonging to Manuel and Beatrice Rapoza a distance of five hundred sixty and 17/100 (560.17) feet to a corner and land belonging to Antonio and Maria Matos;

Thence turning an interior angle of 93 degrees – 46' – 50" and running northerly bounded westerly in part by said Matos land and in part by land belonging to Fullflex, Inc. a distance of five hundred seventy-four and 02/100 (574.02) feet to said Franklin Street;

Thence turning an interior angle of 87 degrees – 38' – 45" and running easterly bounded northerly by said Franklin Street a distance of one hundred seventy-three and 10/100 (173.10) feet to and angle;

Thence turning an interior angle of 177 degrees – 50' – 25" and running easterly bounded northerly by said Franklin Street a distance of three hundred ninety-six and 39/100 (396.39) feet to the point of beginning where it forms an interior angle of 90 degrees with the first above described course.

For reference purposes only:

Property Address: 280 Franklin Street
Bristol, RI 02809
Assessor's Plat 46, Lots 6 & 7

Parcel II: That certain tract or parcel of land situated on the easterly side of Metacom Avenue in the Town of Bristol, County of Bristol and State of Rhode Island, as set forth and delineated on that certain plan entitled "Sunshine Oil Co. Lease Minturn Farm Bristol, R.I. Scale 1" = 100' July 24, 1962", and which is bounded and described as follows:

Beginning at a point in the easterly line of said Metacom Avenue, which said point is the northwesterly corner of the parcel herein described and is located exactly fifty (50) feet southerly, as measured along said easterly line of Metacom Avenue from land leased by Town of Bristol to Dixon Corporation at the southwesterly intersection of said Metacom Avenue and a proposed road (as shown on said plan), thence running easterly at an interior angle of 89° 03' to said Metacom Avenue along the southerly line of said proposed road and bounding northerly thereon a distance of two hundred and forty-six (246) feet to a point for a corner; thence turning at an interior angle of 91° 37' 10" and running southerly, bounding easterly on other land of Town of Bristol, a distance of three hundred and fifty-five and 5/10 (355.5) feet, more or less, to a point for a corner situated at the northerly line of another proposed road (as shown on said plan); thence turning at an interior angle of 90° and running westerly along said northerly line of said other proposed road and bounding southerly thereon a distance of two hundred and fifty (250) feet to said easterly line of Metacom Avenue; thence turning an interior angle of 90° and running northerly, bounding westerly on said Metacom Avenue, a distance of twenty and 8/10 (20.8) feet to a Rhode Island Highway Bound set in said line of Metacom Avenue; thence bearing slightly northeast from said Rhode Island Highway Bound at an interior angle of 179° 19' 20", still bounding westerly on said Metacom Avenue, and running a distance of three hundred and forty (340) feet to the point or place of beginning, or however otherwise the same may be bounded and described. The aforescribed premises being a portion of the Minturn Farm, so-called, devised to said Town of Bristol by the Last Will and Testament and codicils thereto of Davis Wilson, late of said Bristol, deceased, which said last will and testament and codicils thereto were duly proved before the Court of Probate for said Town of Bristol on April 2, 1888.

For reference purposes only:

Property address: 374 Metacom Avenue
Bristol, RI 02809
Assessor's Plat 171, Lot 27

Parcel III: That certain real estate situated on the easterly side of Metacom Avenue in the Town and County of Bristol, Rhode Island, together with all the buildings and improvements thereon, bounded and described as follows:

Beginning at a point on said easterly line of Metacom Avenue which point is One Hundred Ninety-Five and 38/100 feet (195.38) northerly of the northerly line of Minturn Farm Road; thence running northerly along the easterly line of Metacom Avenue a distance of One Hundred forty-four and 62/100 feet (144.62) to the southerly line of a Right of Way: thence making an interior angle of Eighty-Nine degrees, Three minutes and no seconds ($89^{\circ} 03' 00''$), and running easterly a distance of Two Hundred Forty-Six (246') feet, more or less, to land now or lately of R.P. Associates, Inc. bounded on the north by said right of way: thence making an interior angle of Ninety-One degrees, Thirty-seven Minutes and Forty Seconds ($91^{\circ} 37' 40''$) and running southerly along the westerly line of said R.P. Associates, inc. land a distance of One Hundred Forty and 55/100 (140.55) feet, to a point for a corner; thence making an interior angle of Eighty-Nine degrees, Nineteen Minutes, Twenty seconds ($89^{\circ} 19' 20''$) and running westerly, a distance of two Hundred Forty-Seven and 71/100 (247.71) feet, more or less, to the easterly line of Metacom Avenue and the point and place of beginning, the first and last course making an interior and of Ninety degrees (90°).

Together with any and all right, interest and title which this grantor may have in and to that right of way, so-called, along the north side of the herein described real estate, which right of way is fifty (50) feet in width by the entire depth of the herein described premises.

For reference purposed only:

Property address: 380 Metacom Avenue
Bristol, RI 02809
Assessor's Plat 171, Lot 114