

UCC-1 Form

FILER INFORMATION

Full name: **MICHELLE MACKNIGHT**

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SEND ACKNOWLEDGEMENT TO

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

Mailing Address: **10 WEYBOSSET STREET, 8TH FLOOR**

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

DEBTOR INFORMATION

Org. Name: **GOODING REALTY CORPORATION**

Mailing Address: **16 GOODING AVENUE, UNIT 2**

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. 4107-256

COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A

Debtor: Gooding Realty Corporation
16 Gooding Avenue, Unit 2
Bristol, RI 02809

Secured Party: BankNewport
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 6-40 Gooding Avenue, located in 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.

4107-256 (3676786)

EXHIBIT B

That certain parcel or parcels of land located in the Town of Bristol, County of Bristol and State of Rhode Island, with all improvements thereon, bounded and described as follows:

Beginning at a point in the easterly line of Hope Street, said point being at the northwest corner of land now of formerly of the Town of Bristol;

Thence N2°33'27"W a distance of thirty one and 43/100 feet (31.43') to a point;

Thence N1°37'08"E a distance of one hundred fifty and 40/100 feet (150.40') to a point;

Thence N1°21'48"W a distance of ninety two and 15/100 feet (92.15') to a point; the last three courses bounded westerly by Hope Street;

Thence along the arc of a curve having a length of 43.03'; a radius of 30.00', a delta angle of 82°11'15"; and a chord of 39.44' bearing N39°43'50"E to a point in the southerly line of Gooding Avenue;

Thence N80°49'27"E a distance of two hundred thirty five and 42/100 feet (235.42') to a point;

Thence N9°10'33"W a distance of eight and 00/100 feet (8.00') to a point;

Thence N80°49'27"E a distance of eight hundred fifty nine and 10/100 feet (859.10') to a point; the last three courses bounded northerly by Gooding Avenue;

Thence along the arc of a curve having a length of 33.91'; a radius of 20.00', a delta angle of 97°08'09"; and a chord of 29.99' bearing S50°36'28"E to a point in the westerly line of Naomi Street;

Thence S2°02'24"E a distance of three hundred eighty one and 60/100 feet (381.60') bounded easterly by Naomi Street to a point;

Thence S78°03'16"W a distance of one hundred ten and 97/100 feet (110.97') to a point;

Thence N88°31'02"W a distance of eleven and 66/100 feet (11.66') to a point;

Thence S81°08'18"W a distance of one hundred fifty eight and 99/100 feet (158.99') to a point;

Thence S80°49'10"W a distance of six hundred seventy one and 09/100 feet (671.09') to a point; the last four courses bounded southerly partly by land now or formerly of the Town of Bristol, Susan M. & Robert P. Proulx, Andrew W. Carlin and Nicole Caruso-Carlin, Brian Barrett and Kayla Whiting, Jefferey D. and Mary Connie Bracket, and Kimberly C. Kilroy and Kerry A. Clark;

Thence N2°38'48"W bounded westerly by said land of the Town of Bristol a distance of one hundred and 00/100 feet (100.00') to a point;

Thence S80°49'10"W bounded southerly by said land of the Town of Bristol a distance of two hundred and 00/100 feet (200.00') to the point of beginning.

Said parcel contains 441,203 square feet or 10.12863 acres, more or less.

Together with and subject to Parking and Access easements with the Town of Bristol.