

# 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:* **DANBARB, LLC**

*Mailing Address:* **613 AQUIDNECK AVENUE**

*City, State Zip Country:* **MIDDLETOWN, RI 02842 USA**

---

## SECURED PARTY INFORMATION

*Org. Name:* **BANK NEWPORT**

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

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

---

## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: OUR FILE NO. 4107-260**

---

## COLLATERAL

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

## **EXHIBIT A**

**Debtor:** Danbarb, LLC  
613 Aquidneck Avenue  
Middletown, RI 02842

**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 613 and 597 Aquidneck Avenue, Middletown, 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.

4107-260/#3692735

## EXHIBIT B

### First Parcel

All that certain lot or parcel of land, together with the buildings and improvements thereon, located in the Town of Middletown, County of Newport, State of Rhode Island, and bounded and described as follows:

- NORTHERLY:** on Newman Road, two hundred feet (200') feet;
- EASTERLY:** by land now or formerly of Danbarb, LLC, one hundred five (105') feet;
- SOUTHERLY:** by land now or formerly of Ernest A. VanDeusen, et ux, two hundred (200') feet; and
- WESTERLY:** on Aquidneck Avenue, one hundred nine (109.5') and five-tenths feet.

Containing 0.49 acres more or less.

**BE ALL SAID** measurements more or less, or however otherwise the same may be bounded or described.

**BEING** formerly designated as Lot 219 on the Town of Middletown Tax Assessor's Plat 114.

**BEING** the same premises conveyed to Danbarb, LLC, by Deed of 114 West Main Road, Inc., dated 1/19/2007 and recorded in the Land Evidence Records of the Town of Middletown in Book 1028, at Page 276.

### Second Parcel

All that certain lot or parcel of land together with the buildings and improvements thereon, located in the Town of Middletown, County of Newport, State of Rhode Island, bounded and described as follows:

- NORTHERLY:** on Newman Road;
- EASTERLY:** on land now or formerly of the Narragansett Electric Company;
- NORTHERLY:** again on land now or formerly of the Narragansett Electric Company;
- EASTERLY:** by land now or formerly of Stephen Faria and Barbara Walton-Faria;
- SOUTHERLY:** again by land now or formerly of Stephen Faria and Barbara Walton-Faria; and
- WESTERLY:** partly by land now or formerly of Mary R. VanDeusen and Ernest A. VanDeusen and partly by land now or formerly of Danbarb, LLC

**BE ALL SAID** measurements more or less, or however otherwise the same may be bounded or described.

**BEING** formerly Lot 220A on Middletown Tax Assessor's Plat 114.

**BEING** a portion of the property conveyed to Eugene Lawrence Alofsin et ux, by deed of Samuel N. Alofsin, et ux, dated 9/1/1975 and recorded in Book 114 page 442.

For further source of title see Tax Collector's deed to Phoenix Flynn, RIGP, dated 5/16/1997 recorded in Book 422 page 347, notice of filing of petition to foreclose recorded in Book 493 page 16, Notice of Disposal and Final Decree in Tax Lien Case recorded 8/26/1999 in Book 517 page 208 of the Middletown Land Evidence Records, deed from Phoenix Flynn, RIGP to Danbarb, LLC dated 1/18/2007 and recorded in Book 1028, page 283, deed from Eugene Lawrence Alofsin, et ux. to Danbarb, LLC dated 1/19/2007 and recorded in Book 1028 page 281 and deed from Shawomet Land Co., to Danbarb, LLC dated 1/17/2007 and recorded in Book 1028 page 286 of the Middletown Land Evidence Records.

The above parcels of land having been merged or combined together by way of that certain plat of land entitled "Administrative Subdivision Donovan & Sons, Inc., AP114 lots 219 & 220A Middletown, Rhode Island. Date: February 26, 2007 Scale 1" = 20' " said plat having been recorded in the Land Evidence Records for the Town of Middletown on 3/27/2007.

### **Third Parcel**

All that certain lot or parcel of land, together with the buildings and improvements thereon, situate in the Town of Middletown, and which is bounded and described as follows:

**WESTERLY** on Aquidneck Avenue, sixty (60) feet;

**NORTHERLY** by land of Eugene Lawrence, et ux, two hundred (200) feet;

**EASTERLY** partly by other land of Eugene Lawrence, et ux, and partly by land of Manuel Faria, sixty (60) feet:

**SOUTHERLY** by other land of Manuel Faria, two hundred (200) feet.

**BE ALL SAID** measurements more or less, or however otherwise the same may be bounded or described.

**BEING** designated as Lot 218 on the Town of Middletown Tax Assessor's Plat 114.

**BEING** the same premises conveyed to Mary R. Van Deusen and Ernest A. Van Deusen by deed dated 4/11/1991 and recorded in the Land Evidence Records of the Town of Middletown in Book 247 at Page 307.