

UCC-1 Form

FILER INFORMATION

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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: **BARRY REALTY, LLC**

Mailing Address: **166 J.T. CONNELL HIGHWAY**

City, State Zip Country: **NEWPORT, RI 02840 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. 4107-264

COLLATERAL

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

EXHIBIT A

Debtor: Barry Realty, LLC
166 J.T. Connell Highway
Newport, Rhode Island 02840

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.

Notwithstanding any provision herein, the Secured Party does not claim any interest in any tangible personal property of the Debtor located on any part of the land which lies in a federal flood hazard zone other than fixtures and any use of the word "property" shall be deemed to exclude any and all tangible personal property of the Debtor located on the land which lies in a federal flood hazard zone other than fixtures.

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 166 J.T. Connell Highway, Newport, Rhode Island 02840, 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.

4107-264 (3716397)

EXHIBIT B
LEGAL DESCRIPTION

All those certain lots or parcels of land with the buildings and improvements thereon, located in the City of Newport, County of Newport, State of Rhode Island, bounded and described as follows:

PARCEL I:

Commencing at the southerly corner of the granted premises where the land to be conveyed and Parcel II intersect the Westerly line of Connell Highway, so-called; thence running slightly northeasterly One Hundred and Four (104) feet, thence northerly Ninety- Six (96) feet to land of Frederick J. Wigand, Trustee, bounded generally Easterly by said Connell Highway; thence turning an angle and running Westerly One Hundred Twenty-One and Five-Tenths (121.5) feet, to a point, bounded Northerly by land of Wigand, Trustee; thence turning an angle and running southeasterly Two Hundred Twenty-Nine (229) feet to the point or place of beginning, said southwesterly line running in a straight line through a stone bound on the westerly side of a small brook.

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

PARCEL II:

EASTERLY: by Connell Highway, sixty-six and six-tenths (66.6) feet;

NORTHEASTERLY: by a brook hereinbefore described and land now or formerly of Frederick J. Wigand, Trustee, five hundred (500) feet;

WESTERLY: by land of the Penn Central Company, five hundred (500) feet;

SOUTHERLY: by land now or formerly of Louise E. Barry, et als, two hundred forty-one and one-tenth (241.1) feet.

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

BEING Lot 57 on Newport Tax Assessor's Plat 4 as presently constituted, for reference purposes only.

For title see deed dated October 15, 1987 and recorded February 29, 1988 in Book 411 at Page 144 of the Land Evidence Records of the City of Newport.

Property Address:

166 J. T. Connell Memorial Road

Newport RI 02840 – AP 4 AL 57 (for reference purposes only)