

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **ADAM HATHAWAY THAYER**

*Email Contact at Filer:* **ATHAYER@SRT-LAW.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **SAYER REGAN & THAYER, LLP**

*Mailing Address:* **130 BELLEVUE AVE, UNIT 2**

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

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## DEBTOR INFORMATION

*Org. Name:* **TIMPANO, LLC**

*Mailing Address:* **44 HUDSON STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02909 USA**

*Org. Name:* **THE SANDWICH HUT, INC.**

*Mailing Address:* **1253 NORTH MAIN STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02904 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **CENTREVILLE BANK**

*Mailing Address:* **1218 MAIN STREET**

*City, State Zip Country:* **WEST WARWICK, RI 02893 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: \$300,000 CONSTRUCTION LOAN- EQUIPMENT ONLY UCC**

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## COLLATERAL

SEE ATTACHED EXHIBIT A

## **EXHIBIT A**

### **UCC-1**

**Debtor:**

Timpano, LLC  
44 Hudson Street  
Providence, Rhode Island 02909

The Sandwich Hut, Inc.  
1253 North Main Street  
Providence, Rhode Island 02904

**Secured Party:**

Centreville Bank  
1218 Main Road  
West Warwick, RI 02893

**Collateral and Grant of Security Interest.** 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 all Equipment of the Debtor, including, but not limited to, 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, acquired with the proceeds of the Promissory Note, and all Proceeds of any and all of the foregoing (all of which are hereinafter collectively referred to as the "Collateral").

### **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; and all cash or non-cash Proceeds.

**"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 arose 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.

**"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.

**"Promissory Note"** shall mean that certain Promissory Note of the Debtor payable to the order of the Secured Party, dated even date and in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00).