

UCC-1 Form

FILER INFORMATION

Full name: **JODY MCCORMACK**

Email Contact at Filer: **JUDY@BOHONNON.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **BOHONNON LAW FIRM, LLC**

Mailing Address: **195 CHURCH STREET, FLOOR 10**

City, State Zip Country: **NEW HAVEN, CT 06510 USA**

DEBTOR INFORMATION

Org. Name: **THE TALARIA COMPANY, LLC**

Mailing Address: **ONE LITTLE HARBOR LANDING**

City, State Zip Country: **PORTSMOUTH, RI 02871 USA**

SECURED PARTY INFORMATION

Org. Name: **BUON VENTO LLC**

Mailing Address: **PO Box 1775**

City, State Zip Country: **CRYSTAL BAY, NV 89402 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE ATTACHED EXHIBIT A

EXHIBIT A

Debtor: The Talaria Company, LLC dba The Hinckley Company
Secured Party: Buon Vento, LLC

All the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising:

1. that certain 2022 Picnic Boat 34 S Motoryacht, to be constructed or being constructed or having been constructed by the Debtor for the Secured Parties at Debtor's boatyard in Trenton, Southwest Harbor and/or Bar Harbor, Maine pursuant to that certain Hinckley Yachts Picnic Boat Signature Edition, Picnic Boat 34 S Purchase Agreement dated May 24, 2021 between Debtor and Secured Party (as may be amended, modified, supplemented or restated from time to time (the "Contract"), and identified by the Debtor during construction as Hull Number 34118 (HIN to be assigned) (the "Vessel"), at every stage of construction and completion, including without limitation material, equipment, inventory and other goods created, manufactured, ordered or delivered specifically for the Vessel, commencing with the identification of each such item to the Vessel or to the Contract. An item shall be deemed identified to the Vessel or the Contract, depending on the nature of the item, as follows:

- (a) when it is drawn or written, if it is part of the Plans and Specifications (as hereinafter defined);
- (b) when it begins to be manufactured in accordance with the Plans and Specifications, if it is specifically manufactured by Debtor;
- (c) when it is removed from inventory, if it is taken from Debtor's general inventory;
- (d) when it is delivered to the Debtor for the Vessel, if it is ordered specifically for the Vessel and part of the supplier's inventory;
- (e) when it is identified by the manufacturer, if it is ordered specifically for the Vessel;
or
- (f) when it is incorporated into, attached, affixed to or placed on the Vessel, if it is anything other than the items set forth above.

2. all plans and specifications, equipment lists, and options lists attached to the Contract as Exhibit A ("Plans and Specifications"), and any and all other plans, drawings, specifications, construction drawings, detail drawings, interior design plans, engineering and technical information and calculations and data, plans and schematics for lighting, plumbing, electrical, mechanical, HVAC, computer, entertainment, tank, and anchoring/mooring systems, manuals, instructions, or any other similar materials relating exclusively to the design, engineering, construction, use and maintenance of the Vessel, including both hard copies and electronic versions, all correspondence with and approvals of classification organizations and vessel registration or documentation authorities, and all other information and documentation within the possession or control of the Debtor relating exclusively to the Vessel that would be necessary to complete the construction and registration or documentation of the Vessel, or to operate the Vessel;

3. all permits, licenses, approvals, certificates and consents heretofore or hereafter issued by any governmental or private authority or agency, including classification societies and vessel registration or documentation authorities, relating exclusively to the Vessel or to the Plans and Specifications;

4. all documents of title relating exclusively to the Vessel and/or to the tenders belonging exclusively to the Vessel, including without limitation, any Builder's Certificate, Manufacturer's Statement of Origin or Certificate of Origin, Certificate of Title, Bill of Sale, Bill of Lading, Invoice, or any other type of document acknowledging, asserting, conveying or transferring title in the Vessel and/or in any of the tenders, belonging exclusively to the Vessel;

5. the rights of the Debtor under all contracts between the Debtor and third parties relating exclusively to the Vessel (whether now existing or hereafter consummated), including, without limitation, contracts with designers, naval architects, engineers, project managers, surveyors, subcontractors, vendors or others, and any other contracts, subcontracts or agreements for services, labor or materials pertaining exclusively to the Vessel (collectively, the "Third Party Contracts", such term to include all amendments and supplements thereto), whether any of such rights or obligations are now existing or hereafter arising, now due or to become due, and all of the rights, claims, benefits, powers and remedies of the Debtor thereunder, including, without limitation, the right to ensure the completion of performance under such Third Party Contracts, rights to warranties under Third Party Contracts, and the right to all monies and claims for monies owing or which at any time hereafter may become owing to the Debtor under or as a result of any breach of such Third Party Contracts;

6. all rights of the Debtor under any and all insurances, including, without limitation, all builder's risks insurance, marine all-risks insurance, hull and machinery insurance, protection and indemnity or liability insurance, pollution insurance, or any other insurance exclusively in respect of the Vessel or any materials, machinery, parts or equipment or any other kind of property described in Paragraph 1 above relating exclusively to the Vessel, whether heretofore, now or hereafter effected, and all renewals of or replacements for the same (herein called the "Insurances"), and all claims and proceeds thereof, returns of premiums, and other monies and claims for monies which may be or become payable under or in respect of said Insurances, including amounts payable due to the partial loss or actual, constructive, agreed, arranged or compromised total loss of the Vessel, and all other rights of the Debtor in respect of said Insurances;

7. all warranties and guaranties of the Debtor covering the Vessel but only to the extent that such warranties and guaranties related exclusively to the Vessel, and all rights of the Debtor under all warranties of the manufacturers of any and all of the other items or types of property described in Paragraph 1 above; and

8. all cash and non-cash proceeds and products of all of the foregoing (all of the foregoing goods, assets, properties and rights are referred to collectively as the "Collateral").