

UCC-1 Form

FILER INFORMATION

Full name: **MATTHEW C REPETTO**

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SEND ACKNOWLEDGEMENT TO

Contact name: **ACCARDO LAW OFFICES, LLP**

Mailing Address: **311 ANGELL STREET**

City, State Zip Country: **PROVIDENCE, RI 02906 USA**

DEBTOR INFORMATION

Org. Name: **THE DFI GROUP, LLC**

Mailing Address: **1425 CRANSTON STREET**

City, State Zip Country: **CRANSTON, RI 02920 USA**

Org. Name: **DIFRUSCIA INDUSTRIES, INC.**

Mailing Address: **1425 CRANSTON STREET**

City, State Zip Country: **CRANSTON, RI 02920 USA**

SECURED PARTY INFORMATION

Org. Name: **OCEAN STATE BUSINESS DEVELOPMENT AUTHORITY, INC.**

Mailing Address: **300 JEFFERSON BOULEVARD, SUITE 105**

City, State Zip Country: **WARWICK, RI 02888 USA**

ASSIGNEE INFORMATION

Org. Name: **U.S. SMALL BUSINESS ADMINISTRATION**

Mailing Address: **300 JEFFERSON BOULEVARD, SUITE 105**

City, State Zip Country: **WARWICK, RI 02888 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: **SBA LOAN # 22175391-01**

COLLATERAL

PREMISES: 1425 CRANSTON STREET, CRANSTON, RHODE ISLAND, AS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT A ATTACHED HERETO (THE "MORTGAGED PROPERTY"). II. IMPROVEMENTS: ALL IMPROVEMENTS NOW OR HEREAFTER SITUATED UPON THE MORTGAGED PROPERTY, TOGETHER WITH ALL FIXTURES NOW OR HEREAFTER OWNED BY THE DEBTOR OR IN WHICH DEBTOR HAS AN INTEREST (BUT ONLY TO THE EXTENT OF SUCH INTEREST) AND PLACED IN OR UPON THE MORTGAGED PROPERTY OR THE BUILDINGS OR IMPROVEMENTS THEREON (COLLECTIVELY THE "IMPROVEMENTS"). III. EASEMENTS: ANY EASEMENT, BRIDGE, OR RIGHT OF WAY, CONTIGUOUS OR ADJOINING THE MORTGAGED PROPERTY AND THE IMPROVEMENTS THEREON, AND ALL OTHER EASEMENTS, IF ANY, INURING TO THE BENEFIT OF THE MORTGAGED PROPERTY. IV. LEASES AND RENTS: ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ANY LEASES OR OTHER AGREEMENTS FOR USE OF THE MORTGAGED PROPERTY OR THE IMPROVEMENTS AND ALL RENTS, SECURITY DEPOSITS, AND OTHER PROCEEDS OF SUCH LEASES AND OTHER AGREEMENTS, IN EACH CASE WHETHER NOW OR HEREAFTER EXISTING, RELATING TO THE MORTGAGED PROPERTY OR THE IMPROVEMENTS, AS PROVIDED IN A MORTGAGE DEED, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS OF EVEN DATE HEREWITH DELIVERED BY THE DEBTOR TO THE SECURED PARTY. (CONTINUED ON UCC1AD UCC FINANCING STATEMENT ADDENDUM)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

| | |
|--|--------|
| 9a. ORGANIZATION'S NAME The DFI Group, LLC | |
| OR 9b. INDIVIDUAL'S SURNAME | |
| FIRST PERSONAL NAME | |
| ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

| | |
|--|--|
| 10a. ORGANIZATION'S NAME | |
| OR 10b. INDIVIDUAL'S SURNAME | |
| INDIVIDUAL'S FIRST PERSONAL NAME | |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | |
| SUFFIX | |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|----------------------|------|-------|-------------|---------|

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

| | | | | |
|---|------------------------|-------------------------------|-----------------------------|-----------------------|
| 11a. ORGANIZATION'S NAME OCEAN STATE BUSINESS DEVELOPMENT AUTHORITY, INC. | | | | |
| OR 11b. INDIVIDUAL'S SURNAME | | FIRST PERSONAL NAME | | |
| | | ADDITIONAL NAME(S)/INITIAL(S) | | |
| | | SUFFIX | | |
| 11c. MAILING ADDRESS 300 Jefferson Boulevard, Suite 105 | CITY Warwick | STATE RI | POSTAL CODE 02888 | COUNTRY USA |

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

V. Personal Property & Fixtures: All goods, machinery, equipment, tools & other personal property & fixtures of every kind and description now or hereafter owned by the Debtor or in which 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 Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore and all proceeds and products thereof now or hereafter located at, or used in connection with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibits "A" and "B" attached hereto.

17. MISCELLANEOUS:
SBA Loan # 22175391-01

EXHIBIT A
LEGAL DESCRIPTION

That certain tract or parcel of land situated in the City of Cranston, County of Providence, State of Rhode Island, and bounded and described as follows:

Beginning at the southeast corner of said parcel at the intersection of the northeasterly street line of Cranston Street with the west bank of the Pocasset River;

thence running northwesterly along the northeasterly street line of Cranston Street for a distance of three hundred sixteen feet (316) more or less to an iron rod at a point of curvature;

thence curving to the left along the northeasterly street line of Cranston Street along the arc of a curve having a radius of 274.36 feet and a length of one hundred thirty three and eleven hundredths (133.11) feet to a corner;

thence running northerly for a distance of seventy six and seventy five hundredths (76.75) feet to an angle;

thence turning an interior angle of $206^{\circ}-31'-50''$ and running northwesterly for a distance of fourteen and no hundredths (14.00) feet to an angle;

thence turning an interior angle of $198^{\circ}-05'-16''$ and running northwesterly for a distance of twenty one and seventy five hundredths (21.75) feet to an angle;

thence turning an interior angle of $127^{\circ}-19'-42''$ and running northwesterly for a distance of ninety eight and seventy five hundredths (98.75) feet to an angle, said last four courses bounded westerly and southwesterly by land now or formerly of Albert Lofredo Jr;

thence turning an interior angle of $212^{\circ}-58'-57''$ and running northwesterly, bounded southwesterly by land now or formerly of Manuel and Michele Furtado, for a distance of one hundred twenty one and thirty hundredths (121.30) feet to an angle;

thence turning an interior angle of $57^{\circ}-14'-34''$ and running easterly for a distance of forty six and no hundredths (46.00) feet to a corner;

thence turning an interior angle of $268^{\circ}-02'-49''$ and running northerly for a distance of ninety and no hundredths (90.00) feet to a corner, said last two courses bounded westerly and northerly by land now or formerly of Michael and Sandra Squizzero;

thence turning an interior angle of $88^{\circ}-47'-46''$ and running easterly for a distance of sixty nine and seventy five hundredths (69.75) feet to a corner;

thence turning an interior angle of $271^{\circ}-29'-41''$ and running northerly for a distance of one hundred twenty four and thirty one hundredths (124.31) feet to an angle, said last two courses bounded northerly and westerly by land now or formerly of Albert and Elizabeth Tedeschi;

thence turning an interior angle of $183^{\circ}-56'-13''$ and continuing northerly for a distance of four hundred twenty and no hundredths (420.00) feet to a corner;

thence turning an interior angle of $90^{\circ}-00'-00''$ and running easterly for a distance of eighty three and eighty six hundredths (83.86) feet to a corner;

thence turning an interior angle of $258^{\circ}-42'-30''$ and running northeasterly for a distance of two hundred seventeen and twenty one hundredths (217.21) feet to a corner;

thence turning an interior angle of $104^{\circ}-30'-00''$ and running easterly for a distance of twenty six and seventy four hundredths (26.74) feet to a corner, said last four courses bounded northerly, westerly, and north westerly by land now or formerly of Catholic Cemeteries;

thence turning an interior angle of $101^{\circ}-22'-58''$ and running southeasterly for a distance of one hundred seventy eight and thirty seven hundredths (178.37) feet to an angle;

thence turning an interior angle of $204^{\circ}-02'-10''$ and continuing southeasterly for a distance of 101 feet, more or less, to the west bank of the Pocasset River, said last two courses bounded northeasterly by Parcel "B";

thence turning southerly in an irregular line following the west bank of the Pocasset River to the point and place of beginning.

FOR REFERENCE ONLY:

1425 Cranston Street

Cranston, RI 02920

APLAT: 8/1 LOTS: 850, 210, 929, 2544, 1617

EXHIBIT "B"

A. **Equipment Etc.:** All of the Debtor's interest in and to all machinery, equipment, fixtures, inventory, goods, materials, supplies, records, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, licenses (including liquor license), other rights, bank deposits and other accounts, cash, policies and certificates of insurance, and general intangibles, whether now or hereafter existing, for use on or in connection with the Mortgaged Property.

B. **Proceeds for Damage to the Mortgaged Property:** All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

C. **Utility Deposits:** All right, title and interest of the Debtor in and to all monetary deposits which 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 Mortgaged Property.

D. **Records:** All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

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 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 therefore; all cash or non-cash Proceeds.

"Fixtures" shall mean "fixtures" within the meaning 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 therefore, 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 therefore.

"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.

"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 Mortgaged Property, (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 Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.