

UCC-1 Form

FILER INFORMATION

Full name: **EDWARD G. AVILA, ESQ.**

Email Contact at Filer: **RNARVAEZ@RCFP.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **ROBERTS, CARROLL, FELDSTEIN & PEIRCE, INC.**

Mailing Address: **10 WEYBOSSET ST, SUITE 800**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

DEBTOR INFORMATION

Org. Name: **ARK REALTY LLC**

Mailing Address: **420 POPPASQUASH ROAD**

City, State Zip Country: **BRISTOL, RI 02809 USA**

SECURED PARTY INFORMATION

Org. Name: **BAYCOAST BANK**

Mailing Address: **330 SWANSEA MALL DRIVE**

City, State Zip Country: **SWANSEA, MA 02777 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: OUR FILE # 4784-309

COLLATERAL

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

EXHIBIT A

Debtor: ARK Realty LLC
420 Poppasquash Road
Bristol, Rhode Island 02809

Secured Party: BayCoast Bank
330 Swansea Mall Drive
Swansea, Massachusetts 02777

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 Connecticut or Rhode Island, as applicable.

"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 leasehold estate of the Debtor located at 17 West Main Street, Clinton, Connecticut 06413, 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.

EXHIBIT B

PROPERTY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WESTERLY HIGHWAY LINE OF HULL STREET, ALSO KNOWN AS CONNECTICUT ROUTE 81 WITH THE NORTH HIGHWAY LINE OF WEST MAIN STREET, ALSO KNOWN AS U. S. ROUTE 1;

THENCE N 84°-29'-28" W ALONG THE NORTH HIGHWAY LINE OF SAID WEST MAIN STREET A DISTANCE OF 272.59' TO A POINT;

THENCE N 68°-00'-28" W ALONG THE NORTH HIGHWAY LINE OF WEST MAIN STREET A DISTANCE OF 4.30' TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY SIDE OF JOHN STREET EXTENSION WITH THE NORTH HIGHWAY LINE OF WEST MAIN STREET;

THENCE N 2°-57'-38" E ALONG THE EASTERLY SIDE OF JOHN STREET EXTENSION A DISTANCE OF 214.86' TO A POINT ON THE SOUTHERLY AMTRAK RAILROAD RIGHT OF WAY BOUNDARY OF LAND NOW OR FORMERLY OF NATIONAL RAILROAD PASSENGER CORPORATION;

THENCE S 85°-51'-40" E ALONG SAID RAILROAD RIGHT OF WAY BOUNDARY AND LAND NOW OR FORMERLY OF NATIONAL RAILROAD PASSENGER CORPORATION A DISTANCE OF 318.90' TO A POINT ON THE WESTERLY HIGHWAY LINE OF HULL STREET;

THENCE S 4°-45'-32" W ALONG THE WESTERLY HIGHWAY LINE OF HULL STREET A DISTANCE OF 30.73' TO A POINT;

THENCE S 6°-27'-50" W ALONG THE WESTERLY HIGHWAY LINE OF HULL STREET A DISTANCE OF 60.04' TO A POINT;

THENCE S 10°-06'-54" W ALONG THE WESTERLY HIGHWAY LINE OF HULL STREET A DISTANCE OF 30.15' TO A POINT;

THENCE S 4°-24'-16" W ALONG THE WESTERLY HIGHWAY LINE OF HULL STREET A DISTANCE OF 83.70' TO A POINT OF CURVATURE;

THENCE CURVING TO THE RIGHT ALONG THE WESTERLY HIGHWAY LINE OF HULL STREET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35.00', AN ARC LENGTH OF 38.36', A DELTA ANGLE OF 62°-47'-57", A TANGENT OF 21.36', AND A CHORD LENGTH OF 36.47' BEARING S 64°-06'-34" W TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS APPROXIMATELY 68,561± SQUARE FEET (1.57395± ACRES) AND IS SHOWN ON THE PLAN ENTITLED "LOT CONSOLIDATION PLAN", DATED DECEMBER 8, 2017, BY VHB, 100 GREAT MEADOW ROAD, SUITE 200, WETHERSFIELD, CONNECTICUT 06109, AND RECORDED IN THE TOWN CLERK'S OFFICE IN THE TOWN OF CLINTON AS MAP NO. 3547.

PROPERTY ADDRESS:
(FOR REFERENCE PURPOSES ONLY)
17 West Main Street
Clinton, CT