

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **GERALD A. MOSCA, ESQ**

*Email Contact at Filer:* **GMOSCA@MOSCALAWRI.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:*

*Mailing Address:* **7 WATERMAN AVENUE**

*City, State Zip Country:* **NORTH PROVIDENCE, RI 02911 USA**

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## DEBTOR INFORMATION

*Org. Name:* **DGK, LLC**

*Mailing Address:* **877 DYER AVENUE**

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

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## SECURED PARTY INFORMATION

*Org. Name:* **PB&J, LLC**

*Mailing Address:* **58 HAWTHORNE AVENUE**

*City, State Zip Country:* **CRANSTON, RI 02910 USA**

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

SEE ATTACHED SECURITY AGREEMENT

## SECURITY AGREEMENT

September 13, 2022

### **A. PARTIES**

1. GEORGE SEPULVEDA  
DAWN M. STRAUS  
DGK, LLC. a RI Limited Liability Company  
(hereinafter collectively called "Debtor")  
  
PB&J, LLC  
58 Hawthorne Avenue, Cranston, RI 02910  
(hereinafter called "Secured Party")

### **B. AGREEMENT**

Subject to the applicable terms of this security agreement, Debtor grants to Secured Party a security interest in the Collateral to secure the payment of the Obligation.

### **C. OBLIGATION**

The following is "the Obligation" secured by this agreement:

1. The Promissory Note of the Debtor to Secured Party, in the principal sum of FORTY THOUSAND AND NO 00/100 (\$40,000.00) DOLLARS.
2. All past, present, and future advances, of whatever type, by Secured Party to Debtor, and extensions and renewals thereof, whether or not of the nature contemplated at the date hereof.
3. All costs incurred by Secured Party to obtain, preserve, and enforce this security interest, collect the Obligation, and maintain and preserve the Collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage, costs, and expenses of sale.
5. Interest on the above amounts, as agreed between Secured Party and Debtor, or if no such agreement.

### **D. COLLATERAL**

1. The security interest is granted in the following, hereinafter called "Collateral" which is located at 877 DYER AVENUE CRANSTON RI 02920
  - (a) All machinery, equipment, fixtures, appliances and furniture now owned or

hereafter acquired by Debtor.

(c) All inventory now owned or hereafter acquired and products and proceeds thereof.

(d) All accounts, contract rights, and accounts receivable, now or hereafter in existence and all proceeds thereof, and all returned or repossessed goods arising from or relating to any of said accounts or rights.

(e) All substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts, and equipment used in connection with any of the above.

(f) All general intangibles, now owned or hereafter acquired or arising.

(g) All cash or non-cash proceeds of any of the foregoing, including insurance proceeds.

(h) All ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the above.

2. The location of the office where the records concerning accounts and contract rights are kept is Debtor's address above stated.

## **E. AGREEMENTS OF DEBTOR**

1. Debtor will: take adequate care of the Collateral; insure the Collateral for such hazards and in such amounts as Secured Party directs, policies to be satisfactory to Secured Party; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the Obligation, and preserve the Collateral, including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale; furnish Secured Party with any information on the Collateral requested by Secured Party; allow Secured Party to inspect the Collateral, and inspect and copy all records relating to the Collateral and the Obligation; sign any papers furnished by Secured Party which are necessary to obtain and maintain this security interest; assist Secured Party in complying with the Federal Assignment of Claims Act, where necessary to enable Secured Party to become an assignee under that Act; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper which are part of the Collateral to Secured Party immediately, or as to those hereafter acquired, immediately following acquisition; perfect a security interest (using a method satisfactory to Secured Party) in goods covered by chattel paper which is part of the Collateral; notify Secured

Party of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Debtor in this agreement or furnished to, or if any event of default occurs.

2. Debtor will not (without Secured Party's consent): remove the Collateral from the locations specified herein except in the ordinary course of business; allow the Collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service, the Collateral, except goods identified herein as inventory; allow the Collateral to be affixed to real estate, except goods identified herein as fixtures.

3. Debtor warrants: no financing statement has been filed with respect to the Collateral, other than relating to this security interest; Debtor is absolute owner of the Collateral, and it is not encumbered other than by this security interest (and the same will be true of Collateral acquired hereafter when acquired); none of the Collateral is affixed to real estate or an accession to other goods, nor will Collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless Debtor has furnished the consents or disclaimers necessary to make this security interest valid against persons holding interest in the real estate or other goods; all account debtors and obligors, whose obligations are part of the Collateral, are to the extent permitted by law prevented from asserting against Secured Party any claims or defenses they have against sellers.

#### **F. RIGHTS OF SECURED PARTY**

Secured Party may, in its discretion, after and during the continuance of a default: terminate, on notice to Debtor, Debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory Collateral, or any other Collateral as to which such permission has been given; require Debtor to give possession or control of the Collateral to Secured Party; endorse as Debtor's agent any instruments or chattel paper in the Collateral; notify account debtors and obligors on instruments to make payment directly to Secured Party; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the Obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to Debtor.

#### **G. MISCELLANEOUS**

The rights and privileges of Secured Party shall inure to its successors and assigns.

All representations, warranties, and agreements of Debtor shall bind Debtor's successors and assigns. Definitions in the Uniform Commercial Code apply to words and phrases in this agreement. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the Collateral. Notice mailed to Debtor's address in Paragraph A, or to Debtor's most recent changed address on file with Secured Party, at least five (5) days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable. A photographic or other reproduction of this agreement, or any financing statement signed by Debtor, is sufficient as a financing statement.

#### **H. DEFAULT**

1. Any of the following is an event of default: Failure of Debtor to pay the note in the Obligation in accordance with its terms, or any other liability in the Obligation, including its Guaranty, on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of Debtor in bankruptcy or insolvency proceedings; dissolution or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to, or change in the Collateral; modification of any contract, the rights to which are part of the Collateral; levy on, seizure, or attachment of the Collateral; judgment against Debtor; filing any financing statement with regard to the Collateral, other than relating to this security interest; Secured Party's belief that the prospect of payment of any part of the Obligation or the performance of any part of this agreement, is impaired.

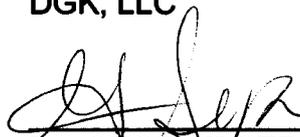
2. When an event of default occurs, the entire Obligation becomes immediately due and payable at Secured Party's option without notice to Debtor, and Secured Party may proceed to enforce payment of same and exercise any and all of the rights and remedies available to a secured party under the Uniform Commercial Code as well as all other rights and remedies. When Debtor is in default, Debtor, upon demand by Secured Party shall assemble the Collateral and make it available to Secured Party at a place reasonably convenient to both parties. Debtor is entitled to any surplus and shall be liable to Secured Party for any deficiency, arising from accounts, contract rights, or chattel paper included in the Collateral through sale thereof to Secured Party.

#### **I. FIRST AND PRIOR LIEN**

This security agreement grants to Secured Party a first and prior lien to secure the payment of the Obligation listed herein, and extensions and renewals thereof. If Secured Party disposes of the Collateral following default, the proceeds of such disposition available to satisfy the Obligation shall be applied first to the notes included herein, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For purposes of this paragraph, an extended or renewed note will be considered executed on the date of the original note.

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

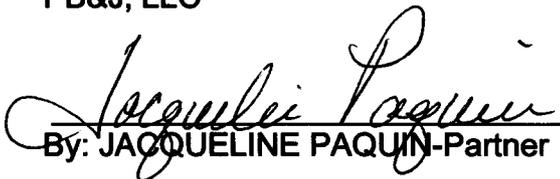
  
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Witness **GERALD A. MOSCA**

DGK, LLC  
  
\_\_\_\_\_  
By: **GEORGE SEPULVEDA - Manager**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By: **DAWN M. STRAUS - Manager**

  
\_\_\_\_\_  
Witness

PB&J, LLC  
  
\_\_\_\_\_  
By: **JACQUELINE PAQUIN - Partner**

**PB & J's Cranston**

**877 Dyer Avenue Cranston, RI 02920**

**Equipment/Assets**

**Dishwasher**

**2 Pitco Fryolators**

**4 Fry Baskets**

**1 Hobart Meat Slicer**

**1 Microwave**

**1 Belt Driven Toaster**

**1 Commercial Toaster**

**1-3 Door True Cooler**

**1-2 Door Sliding Beverage Air Cooler**

**18" Electric Griddle**

**1 Medium Size Chest Freezer**

**1 Upright Freezer**

**1-2 Door True Cooler**

**1-Salad Station**

**1 Ice Machine**

**1 Stainless Steel Table (Pickup Food)**

**2-4 Foot Stainless Steel Tables**

**1-3 Foot Stainless Steel Table**

**4 Foot Gas Griddle**

**2 Folding Prep Tables**

**3-Table Top Steam Tables**

**All Steam Table Pans**

**1 – Soup Kettle**

**2 Small Crock Pots**

**Pots, Frying Pans, Sheet Pans**

**Serving Spoons**

**Ladles, Strainers, All Kitchen utensils, Mixing Bowls**

**Steak knife set**

**Plates – Round, Oval Large Platters, Soup Cups, Soup Bowls**

**Coffee Mugs and Soda Cups**

**Salt/Pepper Shakers**

**All Condiment Containers**

**Food Storage Containers**

**All Silverware, Forks, Knives, Teaspoons, Soup Spoons**

**4 Compartment Stainless Silverware Holder**

**1 Black Plastic Utensil Tray**

**2 4 Tier shelving Units (Employee Bathroom, Back Hallway)**

**2 Tier Stainless Steel Shelf – Kitchen**

**32' and 27' Televisions**

**Nightowl Security System with Cameras**

**1 Muffin Display Case**

**Outdoor Flag and Pole**

**1 Window Open Light up Sign**

**1 Window Coffee Light up Sign**

**All Food Inventory**

**All Take out container inventory**