

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional) Michael W. Sheehan, Esq. (860) 447-3171
B E-MAIL CONTACT AT SUBMITTER (optional) msheehan@clsmlaw.com
C SEND ACKNOWLEDGMENT TO (Name and Address) Conway, Londregan, Sheehan & Monaco, P.C. 38 Huntington Street New London, CT 06320

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME Concept Home Services LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
250 Church Street	Bradford	RI	02808	USA

2 DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3 SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Berkshire Bank				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
803 Main Street	Willimantic	CT	06226	USA

4. COLLATERAL This financing statement covers the following collateral

All Debtor's presently owned or hereafter personal property assets as more particularly described in Exhibit A attached hereto and made a part hereof.

5 Check <u>only</u> if applicable and check <u>only</u> one box	Collateral is <input type="checkbox"/> held in a Trust (see JCC1Ad item 17 and Instructions)	<input type="checkbox"/> being administered by a Decedent's Personal Representative
6a Check <u>only</u> if applicable and check <u>only</u> one box	<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction
	<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien
	<input type="checkbox"/> Non-JCC Filing	
7 ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> Lessee/Lessor	<input type="checkbox"/> Consignor/Consignee
	<input type="checkbox"/> Seller/Buyer	<input type="checkbox"/> Bailor/Bailee
	<input type="checkbox"/> Licensee/Licensor	
8 OPTIONAL FILER REFERENCE DATA A17752 \$344,000		

**EXHIBIT A**

UNIFORM COMMERCIAL CODE FINANCING STATEMENT  
STATE OF RHODE ISLAND

Debtor(s):                   **CONCEPT HOME SERVICES LLC**  
250 Church Street, Bradford, Rhode Island 02808

Secured Party:           **BERKSHIRE BANK**  
803 Main Street, Willimantic, CT 06226

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All goods, accounts, equipment or other property as defined in Article Nine of the Uniform Commercial Code as adopted in the State of Rhode Island, including all additions, replacements and accessions thereto, and proceeds thereof (all of which is hereinafter called the "Collateral") including the following:

1.     Accounts. The term "**Accounts**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, any right to payment held by Debtor, whether in the form of accounts receivable, notes, drafts, acceptances, Health Care Receivables, credit card receivables or other forms of obligations and receivables now or hereafter received by or belonging to Debtor for Inventory sold or leased by it for services rendered by it whether or not earned by performance, together with all Supporting Obligations and guarantees and security therefor and all proceeds thereof, whether cash proceeds or otherwise, including, without limitation, all right, title and interest of Debtor in the goods or Inventory which gave rise thereto, including without limitation, the right of stoppage in transit and all reclaimed, returned, rejected, rerouted or repossessed Inventory and all rights Debtor may have or acquire for securing or enforcing the foregoing, including without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments, insurance proceeds and all other rights of Debtor to receive payments therefore.

2.     Chattel Paper. The Term "**Chattel Paper**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a written document or records or electronic record or records which evidence both a monetary obligation and a security interest in or a lease of specific goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods, whether now or hereafter held by Debtor.

3.     Commercial Tort Claims. The term "**Commercial Tort Claims**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, claims arising in tort with respect to which (i) the claimant is an organization (a corporation, limited liability company, limited partnership, general partnership, joint venture or other organization or entity) or (ii) the claimant is an individual and the claim (1) arose in the course of the claimant's business or profession; and (2) does not include damages arising out of personal injury to or the death of an individual.

4. **Deposit Accounts.** The term “**Deposit Accounts**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to any deposit account with a financial institution, whether now existing or hereinafter arising, together with the rights to withdraw from said Deposit Accounts and make deposits to the same.

5. **Equipment.** The term “**Equipment**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, all the machinery, equipment, furniture, tools, goods, **Farm Products** and **Fixtures** and other tangible personal property, excluding Motor Vehicles and Inventory, now owned or hereafter acquired by Debtor and all additions and accessions thereto and substitutions and replacements therefor, including without limitation, all tools, dies, molds and similar assets, furniture and furnishings.

6. **Farm Products.** The term “**Farm Products**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, goods, other than standing timber, with respect to which debtor is engaged in a farming operation and which are (A) crops grown, growing or to be grown including (crops produced on trees, vines and bushes and aquatic goods produced in aquacultural operations), livestock, born or unborn, including aquatic goods produced in aquacultural operations; supplies used or produced in a farming operation, or products of crops or livestock in their unmanufactured states.

7. **Fixtures.** The term “**Fixtures**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to goods that have become so related to particular real property that an interest in them arises under applicable real property law.

8. **General Intangibles.** The term “**General Intangibles**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to any intangible personal property (including, without limitation, Payment Intangibles and Software as such capitalized terms as are defined in the Uniform Commercial Code) now or hereafter held by Debtor, other than Accounts, Chattel Paper and Instruments, whether now or existing or hereafter arising or acquired, including but not limited to, rights to reserves, deposits, tax refunds, choses in action, judgments, patents, patent applications, trademarks, trademark registrations and applications therefor, trade names, trade processes, trade secrets, copyrights, copyright registrations and applications therefor, licenses, franchises and corporate name and goodwill of Debtor’s business, all insurance policies and cash values and proceeds thereof and all rights of Debtor to receive payment.

9. **Goods.** The term “**Goods**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all things that are movable when a security interest attaches, including furniture, chattels, equipment, machinery, leasehold improvements and articles of personal property of every kind and character constructively annexed to the buildings and improvements located on the premises described below, by or on behalf of the Debtor or in any way used in connection with the use, operation, construction, development, management and occupancy of the said premises, and all accessions thereto and substitutions thereof.

10. Health Care Receivables. The term "**Health Care Insurance Receivable(s)**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to interests in or claims under a policy of insurance which is a right to payment of a monetary obligation or for health care goods or services provided by Debtor.

11. Instruments. The term "**Instruments**" shall have the meaning as such term is defined in Article 9 of the Uniform Commercial Code (rather than Article 3 of the Uniform Commercial Code), including but not limited to, Promissory Notes, Documents and Chattel Paper, whether tangible or electronic, and all Supporting Obligations related thereto (as such capitalized terms are defined in the Uniform Commercial Code) of Debtor, whether now existing or hereafter arising, including without limitation, all documents of title, policies and certificates of insurance, securities, deposits, cash or other property owned by Debtor or in which it has an interest, including but not limited to, all property allocable to unshipped orders and merchandise returned or reclaimed by or repossessed from customers, all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of an unpaid vendor or lienor.

12. Inventory. The term "**Inventory**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all goods, merchandise, raw materials, work in process, finished goods and products and other tangible personal property now owned or hereafter acquired by Debtor and held for sale or lease, or furnished or to be furnished under contracts of service or used or consumed in Debtor's business.

13. Investment Property. The term "**Investment Property**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to of whatever type or nature, including, without limitation, all security accounts, all commodity contracts, all commodity accounts and all financial assets of every type and nature and all rights thereto or therein and all financial accounts of every type and nature and all rights thereto or therein, and all proceeds and products thereof, including without limitation, all insurance proceeds and fidelity bond proceeds related thereto (including Certificated Securities, Uncertificated Securities, and Security Entitlements and all Supporting Obligations related thereto as such capitalized terms are defined in the Uniform Commercial Code).

14. Letter of Credit Rights. The term "**Letter of Credit Rights**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand or payment or performance.

15. Motor Vehicles. The term "**Motor Vehicles**" shall have the same meaning as the contained in Chapter 246 of the Connecticut General Statutes.

16. Payment Intangibles. The term "**Payment Intangible**" means a General Intangible under which the account Debtor's principal obligation is a monetary obligation.

17. Proceeds. The term "**Proceeds**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, insurance proceeds and condemnation awards and product of all of the collateral whether such Proceeds take the

form of Accounts, Inventory, Instruments, Documents, Chattel Paper, Investment Property, General Intangibles, Equipment, Farm Products, Fixtures, Supporting Obligations, or otherwise.

18. **Software.** The term "**Software**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a computer program and any supporting information provided in connection with a transaction relating the program (other than a computer program that is included in the definition of Goods.)

19. **Supporting Obligations.** The term "**Supporting Obligation(s)**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a letter-of-credit right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument or Investment Property.

20. **Replacements and Proceeds.** The term "**Replacement and Proceeds**" shall mean all replacements and substitutions for, and all proceeds (including insurance proceeds) and products of, any or all of the foregoing.

21. **Books and Records.** The term "**Books and Records**" shall mean all of Debtor's books and records relating to any or all of the foregoing.