

UCC-1 Form

FILER INFORMATION

Full name: MICHAEL FITZPATRICK

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SEND ACKNOWLEDGEMENT TO

Contact name: MICHAEL FITZPATRICK, ES Q.

Mailing Address: 293 CHATHAM CIRCLE

City, State Zip Country: WARWICK, RI 02886 USA

DEBTOR INFORMATION

Org. Name: WHITE EAGLE LLC

Mailing Address: 8 LYNN AVE.

City, State Zip Country: CRANSTON, RI 02905 USA

SECURED PARTY INFORMATION

Org. Name: ICARUS SOCIAL CAPITAL LLC

Mailing Address: 530-B HARKLE ROAD, STE 100

City, State Zip Country: SANTA FE, NM 87505 USA

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: WHITE EAGLE LLC

COLLATERAL

SEE EXHIBIT A ATTACHED.

EXHIBIT A

Debtor: White Eagle LLC
8 Lynn Ave.
Cranston, RI 02905

Secured Party: Icarus Social Capital LLC
530-B Harkle Rd., Ste 100
Santa Fe, NM 87505

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 the 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 Rhode Island.

"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.

"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 real estate of the Debtor located at 66 Summer St., 81 Spring St., and 8 Division St. Lincoln, Rhode Island 02865, 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

PARCEL 1: 66 Summer St., 81 Spring St.

A certain lot or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Spring Street, and the southeasterly side of Summer Street, in the Town of Lincoln, County of Providence, State of Rhode Island, and shown on that plan entitled "Plan of land for L.W. Associates, Eagle III LP., Lincoln, Rhode Island, January, 1991, Revised: February 26, 1991, Scale: 1 inch equals 20 feet" by Robert C. Cournoyer & Assoc., Inc. more particularly bounded and described as follows:-

Beginning at a point on the northwesterly line of said Spring Street, said point being the most northeasterly corner of land now or formerly of RVLS Ventures, said point being the most southwesterly corner of the parcel hereby described;-

thence: Northwesterly, along said RVLS Ventures land, ninety-one and fifty-seven one hundredths (91.57) feet to land now or formerly of Donat Godin;-

thence: Northeasterly, turning an interior angle of $90^{\circ} - 00' - 00''$ along said Godin land, fifty-one and zero one hundredths (51.00) feet;-

thence: Northwesterly, turning an interior angle of $270^{\circ} - 00' - 00''$, ninety-one and fifty-eight one hundredths (91.58) feet to the southeasterly line of said Summer Street, the last two lines bounding on said Godin land;-

thence: Northeasterly, along the southeasterly line of said Summer Street, turning an interior angle of $90^{\circ} - 00' - 00''$, one hundred forty-six and nine one hundredths (146.09) feet to land now or formerly of Robert S. Jenson & Thomas Bouthillette;-

thence: Southeasterly, along said Jenson & Bouthillette land, turning an interior angle of $86^{\circ} - 20' - 00''$, one hundred eighty-two and forty one hundredths (182.40) feet to the northwesterly line of said Spring Street;-

thence: Southwesterly, along the northwesterly line of said Spring Street, turning an interior angle of $101^{\circ} - 46' - 00''$, eight and zero one hundredths (8.00) feet;-

thence: Southwesterly, turning an interior angle of $171^{\circ} - 54' - 00''$, one hundred seventy-seven and fifty one hundredths (177.50) feet to the point of beginning, said line forming an interior angle of $90^{\circ} - 00' - 00''$ with the first mentioned line;-

Containing 30,347 square feet or 0.6967 acres.

EXHIBIT B

PARCEL 1: 66 Summer St., 81 Spring St.

A certain lot or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Spring Street, and the southeasterly side of Summer Street, in the Town of Lincoln, County of Providence, State of Rhode Island, and shown on that plan entitled "Plan of land for L.W. Associates, Eagle III LP., Lincoln, Rhode Island, January, 1991, Revised: February 26, 1991, Scale: 1 inch equals 20 feet" by Robert C. Cournoyer & Assoc., Inc. more particularly bounded and described as follows:-

Beginning at a point on the northwesterly line of said Spring Street, said point being the most northeasterly corner of land now or formerly of RVLS Ventures, said point being the most southwesterly corner of the parcel hereby described;-

thence: Northwesterly, along said RVLS Ventures land, ninety-one and fifty-seven one hundredths (91.57) feet to land now or formerly of Donat Godin;-

thence: Northeasterly, turning an interior angle of $90^{\circ} - 00' - 00''$ along said Godin land, fifty-one and zero one hundredths (51.00) feet;-

thence: Northwesterly, turning an interior angle of $270^{\circ} - 00' - 00''$, ninety-one and fifty-eight one hundredths (91.58) feet to the southeasterly line of said Summer Street, the last two lines bounding on said Godin land;-

thence: Northeasterly, along the southeasterly line of said Summer Street, turning an interior angle of $90^{\circ} - 00' - 00''$, one hundred forty-six and nine one hundredths (146.09) feet to land now or formerly of Robert S. Jenson & Thomas Bouthillette;-

thence: Southeasterly, along said Jenson & Bouthillette land, turning an interior angle of $86^{\circ} - 20' - 00''$, one hundred eighty-two and forty one hundredths (182.40) feet to the northwesterly line of said Spring Street;-

thence: Southwesterly, along the northwesterly line of said Spring Street, turning an interior angle of $101^{\circ} - 46' - 00''$, eight and zero one hundredths (8.00) feet;-

thence: Southwesterly, turning an interior angle of $171^{\circ} - 54' - 00''$, one hundred seventy-seven and fifty one hundredths (177.50) feet to the point of beginning, said line forming an interior angle of $90^{\circ} - 00' - 00''$ with the first mentioned line;-

Containing 30,347 square feet or 0.6967 acres.