

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **DOUGLAS GIRON**

*Email Contact at Filer:* **DGIRON@SAVAGELAWPARTNERS.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **SAVAGE LAW PARTNERS, LLP**

*Mailing Address:* **564 S. WATER ST**

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

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## DEBTOR INFORMATION

*Org. Name:* **RIAUTOMOTIVE SPECIALISTS SALES & SERVICE, INC.**

*Mailing Address:* **13 DELAINE STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02909 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **MATTOS CAPITAL PARTNERS, LLC**

*Mailing Address:* **P.O. BOX 1299**

*City, State Zip Country:* **WESTPORT, MA 02790 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: 99708**

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## COLLATERAL

ALL ASSETS OF THE DEBTOR AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

## Exhibit A

<b><u>Debtor:</u></b>	<b><u>Secured Party:</u></b>
RI Automotive Specialists Sales & Service, Inc. 13 Delaine Street Providence, RI 02909	Mattos Capital Partners, LLC P.O. Box 1299 Westport, MA 02790

All of the Debtor's present and future right, title and interest in and to all Collateral and assets of the Debtor including any and all of the personal property of the Debtor, whether such assets or property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation:

“Collateral” shall mean all personal property, assets and rights of Debtor wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof and accessions thereto, including, without limitation, all of Debtor's present and future right, title and interest in and to any and all of the following property now owned or hereafter acquired:

1. All Inventory;
2. All accounts, including but not limited to accounts receivable, deposit accounts, chattel paper, notes receivable, health care insurance receivables, and all letters of credit and letter of credit rights, all supporting obligations and all contract rights;
3. All general and supporting intangibles, including, without limitation, all of Debtor's rights (which Secured Party may exercise or not as it in its sole discretion may determine) to acquire or obtain goods and/or services with respect to the storage, sale, use or installation of any of Debtor's Inventory or other Collateral and all licenses (including but not limited to liquor licenses, if any) permits and all other governmental authorizations and the rights of the Debtor thereunder;
4. All liens, guaranties, securities, rights, remedies and privileges pertaining to any of the Collateral, including the right of stoppage in transit;
5. All obligations owing to Debtor of every kind and nature, all insurance claims, refunds, premium rebates and proceeds whether arising out of the Collateral or otherwise, and all choses in action;
6. All tax refunds of every kind and nature to which Debtor is now or may hereafter become entitled, however arising, including, without limitation, loss carry back refunds;
7. All goodwill, trade secrets, computer programs, customer lists, copyrights, trade names, trademarks, service marks and patents;
8. All documents and instruments (whether negotiable or nonnegotiable, and whether or not attached to chattel paper);
9. All Equipment and fixtures;

10. All proceeds of Collateral of every kind and nature and in whatever form, including, without limitation, both cash and noncash proceeds resulting or arising from the rendering of services by Debtor or the sale or other disposition by Debtor of Inventory or other Collateral;
11. All books and records relating to the conduct of Debtor's business including, without limitation, those relating to its accounts in whatever medium the same may be recorded, including without limitation, information and records maintained in electronic or computer media, on tapes or discs or otherwise;
12. All deposit accounts maintained by Debtor with any Secured Party, trust company, investment firm or fund, or any similar institution or organization, and all Investment Property. As used herein the term "Investment Property" shall mean all securities and instruments held by or for the benefit of Debtor, including, without limitation, all stocks, bonds, obligations of any governmental entity, notes, shares, mutual or money market fund shares; securities entitlements, securities accounts, commodity contracts and accounts and all sums due or to become due on any of the foregoing, and all securities, instruments or other property purchased or acquired as a result of the investment and reinvestment thereof provided, whether in the name of Debtor or another person and whether certificated or uncertificated; and all tenancy in common interests.
13. All commercial tort claims, now existing or hereafter arising; and
14. All other goods and personal property of Debtor.

"Contract Rights" or "contract rights" shall mean the rights of Debtor under contracts not yet earned by performance.

"Equipment" shall mean and include all of Debtor's machinery, equipment, furniture, draperies, carpeting, fixtures, and motor vehicles, and all other tangible personal property utilized in the conduct of Debtor's business (excluding Inventory, as that term is defined below) together with any and all manuals, computer programs, databases and other materials relating to the use, operation or structure of any item of Equipment, and all replacements or substitutions therefor and all accessions thereto.

"Inventory" shall include, without limitation, any and all goods, merchandise, raw materials, supplies and other tangible personal property, whether held by Debtor for Debtor's use or the sale, provision to or consumption by customers or other disposition, and all products of and accessions to Inventory and all documents of title, whether negotiable or nonnegotiable, representing any of the foregoing.

"Personal Property": Any and all fixtures, machinery, equipment and other personal property of every kind, now or hereafter located in or upon or affixed to the Collateral or Improvements, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation of the Collateral or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, any and all: (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (ii) gas, water and electrical equipment; (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors; (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and

doors, and screens and awnings; and (v) Licenses; and any and all renewals of, replacements, accessions or additions to, substitutions for and proceeds of any and all of the foregoing.

“Obligations” shall mean the following:

- a. All payment obligations under (i) that certain \$100,000 Promissory Note, Guarantees, and Security Agreement dated March \_\_, 2024, including all renewals, modifications, restatements and extensions thereof;
- b. all other obligations, indebtedness and liabilities of the Debtor to the Secured Party owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Debtor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Debtor and the Secured Party, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Debtor or due from Debtor to the Secured Party from time to time and all costs and expenses owing to the Secured Party;
- c. the performance and observance by Debtor of each and every covenant, condition and obligation contained in the Notes and any other document executed by the Debtor in connection with any of the Obligations; and
- d. all liabilities of Debtor to the Secured Party, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Debtor to the Secured Party under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Debtor under any such agreements and all liabilities of Debtor to the Secured Party to repay overdrafts and other amounts due to the Secured Party under any existing or future agreements relating to cash management services.  
All terms are as defined in the UCC.

“UCC” means the Uniform Commercial Code of the State of Rhode Island as in effect from time to time.