

UCC-1 Form

FILER INFORMATION

Full name: **SEAN COLE**

Email Contact at Filer: **SCOLE@CENTREVILLEBANK.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **CENTREVILLE BANK**

Mailing Address: **1218 MAIN ST**

City, State Zip Country: **WEST WARWICK, RI 02893 USA**

DEBTOR INFORMATION

Org. Name: **JWW GAS LLC**

Mailing Address: **1414 ATWOOD AVENUE**

City, State Zip Country: **JOHNSTON, RI 02919 USA**

SECURED PARTY INFORMATION

Org. Name: **CENTREVILLE BANK**

Mailing Address: **1218 MAIN ST**

City, State Zip Country: **WEST WARWICK, RI 02893 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

CERTAIN OF DEBTOR'S ASSETS AS MORE PARTICULARLY SET FORTH ON EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE, INCLUDING WITHOUT LIMITATION, ALL GOODS, ACCOUNTS, 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 REAL ESTATE DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED BY REFERENCE (THE "PREMISES"), 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.

EXHIBIT A

Debtor: JWW Gas LLC
1414 Atwood Avenue
Johnston, Rhode Island 02919

Secured Party: Centreville Bank
1218 Main Street
West Warwick, Rhode Island 02893

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in 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 (hereinafter defined) or in any of the Improvements (hereinafter defined), 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 (all of which are hereinafter collectively referred to as the "Collateral"):

(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 Mortgaged Property (defined as the Premises and the Improvements), 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 Mortgaged Property hereunder, to take and use any name by which the Mortgaged

Property is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

(f) **OTHER AGREEMENTS:** To the extent assignable under applicable law, any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates, to the extent of the Debtor's interest therein, including, without limitation, the right, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any sums payable to the Debtor thereunder.

DEFINITIONS:

"Improvements" means all buildings and improvements now or hereafter situated upon the Premises, together with all fixtures and tangible personal property now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon.

"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 instrument 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 1414 Atwood Avenue, Johnston, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

The land referred to in this policy is located in the Town of Johnston, County of Providence and State of Rhode Island and is bounded and described as follows:

PARCEL I: (AP 44 Lot 431)

A certain lot or parcel of land, with the buildings and other improvements thereon, situated on the westerly side of Atwood Avenue, in the Town of Johnston, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the westerly side of said Atwood Avenue, which point is the northeasterly corner of land now or formerly of Frank V. Catamero, and being the southeasterly corner of the lot hereby described;

Thence N. 70°-14'-45" W., bounded southwesterly in part by said Catamero land and in part by land now or formerly belonging to Jack H. Feibelman, Trustee, a distance of two hundred forty-six and fifty-nine one-hundredths (246.59) feet to a corner and land now or formerly belonging to Alfred Carpionato;

Thence turning an interior angle of 109°-45'-15" and running due north bounded westerly by said Carpionato land, a distance of one hundred twenty-nine and no one-hundredths (129.00) feet to a corner;

Thence turning an interior angle of 90°-45'-52" and running N 89°-14'-08" E, a distance of two hundred thirty-two and one tenth (232.10) feet to the aforesaid Atwood Avenue, bounded by other land now or formerly of Amalgamated Financial Group VI, L.P.;

Thence turning an interior angle of 89°-14'-08" and running due south bounded easterly by said Atwood Avenue, a distance of two hundred fifteen and forty-four one-hundredths (215.44) feet to the point of beginning.