

UCC-1 Form

FILER INFORMATION

Full name: **DENISE FOGG**

Email Contact at Filer: **DENISE@DIPRETELAW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **DIPRETE LAW OFFICES**

Mailing Address: **2 STAFFORD COURT**

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

DEBTOR INFORMATION

Org. Name: **LION CAPITAL LLC**

Mailing Address: **131 BROADWAY**

City, State Zip Country: **NEWPORT, RI 02840 USA**

SECURED PARTY INFORMATION

Org. Name: **COASTAL1 CREDIT UNION**

Mailing Address: **1200 CENTRAL AVENUE**

City, State Zip Country: **PAWTUCKET, RI 02861 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND MADE APART HEREOF

EXHIBIT A

Debtor: Lion Capital LLC
131 Broadway
Newport, RI 02840

Secured Party: Coastal1 Credit Union
1200 Central Avenue
Pawtucket, RI 02862

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 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.

F. OTHER AGREEMENTS: To the extent assignable under applicable law, any agreement, whether or not in writing, relating to any transaction that is a rate swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, interest cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option, currency option or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any other master agreement, entered into between the Secured Party (or its affiliate and the Debtor (or its affiliate), together with any related schedules and confirmations, as amended, supplemented, superseded or replaced from time to time, relating to or governing any or all of the foregoing.

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; and including, without limitation, any Equipment.

"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 2 Stimpson Street, Middletown, Rhode Island, 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
LEGAL DESCRIPTION

That certain tract or parcel of land with all the buildings and improvements thereon, situated in the Town of Middletown, County of Newport, State of Rhode Island, and bounded and described as follows:

BEING designated as Lot No. 121 and the southerly portion of Lot No. 122 on a certain plat entitled, "Plan of Lots on Property of Easton's Point Corporation at Easton's Point, Middletown, Rhode Island Scale 1" = 100', Feb. 14, 1921, L.J. Barry, Engineer in Charge", on file in Plat Book 1, at Page 33 of the Middletown Clerk's Office, and which is bounded and described as follows:

EASTERLY: on Stimpson Street (referred to as Allston Avenue in deed to George F. Cleary and Eleanor A. Cleary), one hundred fifty-eight (158) feet;

SOUTHERLY: on Hoover Road, sixty-seven and five tenths (67.5) feet;

WESTERLY: on Easton Avenue (referred to as Crest Street in deed to George F. Cleary and Eleanor A. Cleary, one hundred and sixty-two and twenty-five one-hundredths (162.25) feet; and

NORTHERLY: by land now or formerly of Leo D. Martins, et ux, being the remainder or northerly portion of Lot No. 122 on the aforementioned plat, eighty-one and five tenths (81.5) feet.

BE ALL said measurements more or less or however otherwise the same may be bounded and described.

BEING also designated as Lot 61 on Plat 116SE of the Middletown Tax Assessor's Plats as presently constituted, for reference purposes only.

Property Address:

2 Stimpson Street
Middletown, Rhode Island 02842