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UCC-1 Form

FILER INFORMATION

Full name: KATHLEEN BURTON

Email Contact at Filer: KATHYB@OCEANSTATEOIL.COM

SEND ACKNOWLEDGEMENT TO

Contact name: OCEAN STATE OIL, INC.

Mailing Address: 123 OCEAN STATE DRIVE

City, State Zip Country: NORTH KINGSTOWN, RI 02852 USA

DEBTOR INFORMATION

Org. Name: EAST COAST AUTO SALES

Mailing Address: 2 Business Parkway

City, State Zip Country: GRISWOLD, CT 06351 USA

SECURED PARTY INFORMATION

Org. Name: OCEAN STATE OIL, INC.

Mailing Address: 123 OCEAN STATE DRIVE

City, State Zip Country: NORTH KINGSTOWN, RI 02852 USA

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: LOANED LUBRICANT EQUIPMENT

COLLATERAL

180/180 & 120/120/120 PLASTIC GRAVITY TANKS, (2) GRACO 5:1 FIREBALL, (4) GRACO 50' REELS, (4) GRACO METER

Total Energy LLC, DBA Ocean State Oil. EQUIPMENT LOAN & SUPPLY AGREEMENT

THIS AGREEMENT, made this **21st** day of **September**, **2017**, between Total Energy LLC, DBA Ocean State Oil. (hereinafter called "Supplier"), and **East Coast Auto Sales** (hereinafter called "Operator"), having a place of business at 2 Business Parkway, Griswold, CT 06351(hereinafter called the "Premises").

| NO | W. THEREFORE, it is agre | ed between the parties as follows. |
|----|------------------------------|--|
| 1. | RIGHTS OF INSTALLAT | ION. Operator covenants that he is the owner or lessee of |
| • | the Premises herein relevan | at; and, if lessee, that he has a valid and subsisting lease for |
| | said Premises from | (owner), running from |
| | to | and that he will procure written consent of the |
| | owner of said Premises to t | he installation of the Equipment described in paragraph 2 |
| | below which consent shall | provide that the Equipment of Supplier shall be exempt |
| | from levy sale or distress t | rom rent, and that upon the termination of this Agreement. |
| | the Supplier shall have the | unrestricted right to enter upon said Premises to inspect |
| | and to remove any and all | |
| | and to remove any and an | or ready observed. |

2. LOANED EQUIPMENT. In consideration of the terms contained herein and in any other agreement between the parties, Supplier agrees to loan to the Operator for use in connection with the sale of motor oils and lubricants at the Premises the Equipment listed on the Schedule A annexed hereto delivered by Supplier to Operator or installed by Supplier on Operator's property (other than Equipment that may be sold by Supplier to Operator), is called "Equipment".

It is expressly understood and agreed that the Equipment is the property of and owned by Supplier, and title to the Equipment is and shall remain in the Supplier. Operator shall only use the Equipment for the storage, handling and/or dispensing of motor oil provided to Operator by Supplier and such use shall be restricted to use at the Premises. Operator agrees to buy all of its motor oil and lubricant requirements exclusively from Supplier and Operator will not allow any other vendor to put product into Equipment furnished by Supplier.

Upon termination of any contract governing the sale by Supplier of motor fuels and other petroleum products to the Operator, for any reason, the Equipment shall be returned to Supplier and Supplier is hereby given permission to enter upon the Premises and remove the Equipment from the Premises. Operator shall not, without the prior written consent of Supplier, remove any of the Equipment from the Premises. Supplier is lending the Equipment to Operator as an accommodation. In no event shall such Equipment be considered a part of the real estate nor shall the same be levied upon or sold as the property of the Operator. Should any such Equipment be levied upon, Operator shall immediately notify both the levying creditor, disclaiming ownership, and the Supplier, in order that the Supplier may protect its rights. The Operator shall not encumber or remove the Equipment or cause to be done anything which results in the Equipment or any part thereof being seized, taken in execution attached, destroyed or damaged or otherwise disturbing or damaging Supplier's title to the Equipment.

Initial

Operator releases Supplier from any and all liability based on the condition of the Equipment, the negligence of Supplier or any other cause in connection with the Equipment.

- 3. Operator hereby grants a power of attorney on its behalf to Supplier to execute and file a UCC Financial Statement to secure Supplier's interest on the equipment being loaned in Schedule A. Operator represents and warrants to Supplier that it shall not grant any security interests in the equipment being loaned in Schedule A to any other individual or entity.
- 4. CONDITION OF EQUIPMENT. Operator acknowledges that it has inspected the Equipment to be loaned hereunder and that in accepting the Equipment, Operator accepts the Equipment in its "as is", "where is" condition. Operator covenants and warrants that it will not utilize the Equipment except in the manner for which it was designed and intended. Operator agrees that it will not make additions or alteration to the Equipment without the express consent of Supplier.
- 5. REPAIR OF EQUIPMENT. Operator shall service and maintain the Equipment in good working order at all times. Operator shall indemnify Supplier against any and all losses or damages to the Equipment, and shall further indemnify Supplier for all claims and liability for any injury or death to persons or damage to property due to any direct or indirect act or omission of Operator relative to the Equipment, or dealer's use or maintenance thereof. In the event the above said equipment is damaged, Operator will be billed by Supplier for repairs, if equipment is damaged beyond repair or not returned as requested, Operator agrees to reimburse Supplier the value of same which is \$5.77.06 (five thruscold three hardred Seventyseus and Six (entr)
- 6. Operator hereby grants Supplier the right to file a UCC Financing Form with the governing state, Connecticut to protect Supplier's ownership interest in the equipment being loaned on Schedule A. Supplier shall be entitled to exercise all rights and remedies of a secured party under Connecticut Uniform Commercial Code and, in furtherance thereof, shall be entitled to repossess the Equipment and any lubricant or oil inventory located therein and sell it at a private or public sale in its opinion, Supplier may retain the Equipment and said inventory, and apply its fair market value to the outstanding obligations owed to Supplier by Operator.
- 7. TAXES, LICENSES, INSURANCE. Operator shall pay and discharge any and all licenses, taxes or other charges that may be assessed upon said Equipment while in his, or its, possession, or upon the use of the same and the business incident thereto. Operator shall adequately insure the Equipment while it is in Operator's possession.
- 8. RIGHT TO MOVE THE EQUIPMENT. Supplier, at its option, may remove the Equipment upon the happening of any of the following events:
 - upon breach by Operator of any of the terms of this Agreement or of any other agreement between the parties;
 - upon failure of Operator to pay in a timely manner when due any sum due to Supplier;

- termination of this Agreement, for any reason;
- Operator's intentional destruction or alteration of the Equipment; or
- Operator's loss of control of the Premises.

In the event that Supplier removes the Equipment from the Premises for any of the causes set forth above, Operator shall pay for the costs of removal, repair and restoration of the equipment and site and all expenses, fees, licenses and assessments related thereto, including corrective action related to environmental pollution caused by leaks or spills within ten (10) days of the time Operator receives Supplier's statement. Operator covenants and agrees to afford Supplier every opportunity for such removal and releases and waives to the Supplier any claim for damages, direct or otherwise, incident thereto.

- 9. ASSIGNMENT. This Agreement may not be transferred or assigned by Operator, in whole or in part, directly or indirectly. Supplier may assign this Agreement in whole or in part upon ten (10) days prior written notice to Operator.
- 10. WAIVER. It is understood and agreed that any indulgence of the Supplier in exercising its right of cancellation or delay in the removal of said Equipment or in continuing the sale of petroleum products to the Operator after the expiration of the lease term, or after any other breach of this Agreement or other agreements between the parties by the Operator, shall not constitute or be construed as a waiver of any of the rights of the Supplier under this or any other agreement.
- 11. NOTICES. All notices under this Agreement shall be in writing and shall be delivered personally (to an officer) or sent by registered or certified mail, return receipt requested, postage prepaid, to the address specified above unless that address is changed pursuant to notice given under this paragraph. In all events, notice sent by registered or certified mail to Operator addressed to the address of the Premises shall comply with the requirements of this paragraph. Notice by mail shall be deemed given on the date such notice is deposited in the United States Mail, postage prepaid, and properly addressed.
- 12. HAZARDOUS MATERIALS. Operator recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using itself product(s) purchased from Supplier, Operator will in all respects exercise the strictest care required by law as well as all applicable federal, state and local laws, ordinances as exist now or hereinafter come into force, including, but not limited to, those governing dispensing Equipment, pollution, tank leaks and spills, the use and labeling of product storage tanks, and the method of cleanup or disposal of product containers or storage tanks, and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks.

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Operator understands and acknowledges that it is an "operator" for purposes of 40 C.F.R. 280-81 and any other applicable federal, state and/or local laws, regulations or

ordinances related to the prevention of pollution from storage tanks or the taking of corrective action therefore.

OPERATOR WILL INDEMNIFY AND HOLD SUPPLIER, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES AND LIABILITIES ARISING OUT OF OPERATOR'S FAILURE TO COMPLY WITH THE PRECEDING SENTENCE, and such failure by Operator shall entitle Supplier to cancel any mutual contract immediately as it applies to the product(s) affected by such failure or other products which require the same standard of care.

- 13. Supplier has made a substantial investment in the equipment provided on loan listed in Schedule A. Operator agrees to enter into a 3 year supply agreement with Supplier for the purchase of all fuel or motor oil being delivered to the equipment listed on Schedule A.
- 14. TERMINATION. In the event this agreement is terminated other than by mutual Consent, the terminating party may recover from the terminated party damages equal to the benefit that would have been realized by the terminating party until the expiration of the term of this agreement in effect at the time of termination.
- 15. ATTORNEY'S FEES. In the event Supplier retains legal counsel to enforce its rights under this Agreement, Operator shall indemnify Supplier for any and all costs and expenses relating thereto.
- 16. This agreement shall be constructed, interpreted, and applied according to the laws of the State of Rhode Island.
- 17. TERMS. Operator agrees to pay all invoices rendered by Supplier within 30 days of invoice date. Any invoices unpaid after 30 days will be subject to a finance charge of 1 1/2 % per month (18 % annual) on the unpaid balance.
- 18. SEVERABILITY. Should any one or more of the provisions hereof be deemed illegal or unenforceable, all other provisions hereof shall be given the effect separately therefrom and shall not be affected thereby.
- 19. This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter hereof and there are no other agreements, whether oral or written, between the parties hereto concerning the subject matter as of the date hereof. This Agreement shall not be amended, altered or changed, except by the parties hereto. No agent or employee of Supplier, except John C. Santoro or Joseph A. Santoro, shall have the power to waive any of the terms or provisions hereof, nor modify or amend this Agreement in any way.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

SUPPLIER:

OPERATOR:

Total Energy LLC, DBA Ocean State Oil

By: A Service Survivation

Agent
Title: Sales Rep

(8) Federal ID#: 46-1282880

Title: _ Mana



LOAN AGREEMENT made this day 21st of September, 2017 between TOTAL ENERGY LLC dba OCEAN STATE OIL (hereinafter called "Supplier") and East Coast Auto Sales's (hereinafter called "Operator") of 2 Business Parkways, Griswold, CT and 06351.

Based on a projected usage of <u>2,100</u> gallons per year of motor oil the following listed equipment is being loaned to OPERATOR and will be used exclusively for the storage and handling of lubricants delivered by Supplier. This equipment will remain at all times the property of Supplier. Supplier reserves the right to adjust the pricing of lubricants sold to Operator if annual volume falls below 80% of projected usage stated above.

If the equipment is used for any purpose other than the storage and handling of lubricants purchased from Supplier, or should OPERATOR cease to purchase such lubricants from Supplier, the right to the use of said equipment shall terminate and OPERATOR either agrees to purchase the equipment or surrenders up to Supplier at the customer's option within 14 days of termination. In consideration of Supplier's investment, Operator agrees to buy all of their bulk oil requirements for a 3-year period from Supplier. If OPERATOR discontinues purchasing from Supplier before the time period from the installation date, OPERATOR will be responsible to reimburse Supplier for the cost of labor and miscellaneous materials used for the installation of equipment. Supplier will have the right to remove the equipment immediately, without prior approval or notice, should the OPERATOR not pay for materials and installation within 30 days. In the event Supplier chooses to sell said equipment or agrees to wait for new supplier's equipment to be installed, a monthly rental charge of 10% of the total equipment value will be charged to OPERATOR during the supplier transition. All equipment will always remain property of Supplier until such time as the Operator or new supplier has paid for said equipment.

OPERATOR will not sell, encumber or remove above listed equipment or do anything whereby said equipment shall be seized, taken in execution, attached, destroyed or damaged.

LIST OF EQUIPMENT AND MATERIAL LOANED AND INSTALLED

| | EQUIPMENT ON LOAN | | Ea. Price: | Ext. Price: |
|---------|--|--------------------|------------|-----------------|
| | | | | 40.000.00 |
| 2 | 330 Gallon Oval Upright Double-Walled Tank | | \$1,450.00 | \$2,900.00 |
| 2 | Scully String Gauge | | \$168.010 | \$336.00 |
| | | Misc. Materials: | \$25.00 | \$50.00 |
| 2 | Graco 5:1 Fireball Pump Assembly | | \$755.00 | \$1,510.00 |
| 2 | Graco 1/2" x 50' Oil Reel | | \$360.00 | \$720.00 |
| 2 | Graco Digital SDM5 Meter | | \$365.00 | <u>\$730.00</u> |
| | | Total Equipment: | | \$6,246.00 |
| | | Labor: | | \$703.00 |
| | | Sub-Total Amount: | | \$6,949.00 |
| | | Sales Tax (6.35%): | | <u>\$441.26</u> |
| · · · · | | TOTAL AMOUNT: | | \$7,390.26 |

Additional Equipment maybe added to this agreement upon review of the operator's gallon usage. Ocean State Oil will review customer's gallonage on a semiannual basis.

PLEASE NOTE: Equipment and parts listed on this agreement may not include all materials used during this installation as the agreement was produced prior to the installation and changes or substitutions may be made. A final amendment will be issued at the completion of the project if there are changes or additions in materials used.



For any air-operated equipment listed above, **OPERATOR** acknowledges responsibility for the proper training of employees regarding maintenance, operation and adherence to safety precautions including, but not limited to:

** Important Directions for oil equipment **

- 1. <u>Always disconnect air supply when not in use.</u> Line rupture could cause massive fluid release.
- 2. Air pressure should not exceed 100 PSI.
- 3. Do not operate pump without oil in tank. Immediate damage will result.
- 4. Drain water from airline filter on a daily basis.
- 5. Always disconnect air supply at close of business each day. Line rupture could cause fluid release from oil storage tank if air supply is not disconnected.

** Failure to follow these instructions could result in equipment damage and/or oil discharge.**

| Executed in duplicate. | |
|------------------------|-------------------------------------|
| Witness: | Supplier, (name/title) |
| Jackie Gray | Supplier, (signature) Date 10/3/17 |
| Witness: | Operator (name/title) Sales Rep |
| ogally an | (SOperator (signature) Date 10/10/1 |
| | Manag er |



Schedule A: Equipment Loan Addendum

LOAN AGREEMENT made this day 9th of July, 2024 between TOTAL ENERGY LLC dba OCEAN STATE OIL (hereinafter called "Supplier") and East Coast Auto Sales's (hereinafter called "Operator") of 2 Business Parkway, Griswold, CT and 06351.

Based on a projected usage of <u>2,000</u> gallons per year of motor oil the following listed equipment is being loaned to **OPERATOR** and will be used exclusively for the storage and handling of lubricants delivered by Supplier. This equipment will remain at all times the property of the Supplier. Supplier reserves the right to adjust the pricing of lubricants sold to Operator if annual volume falls below 80% of projected usage stated above.

If the equipment is used for any purpose other than the storage and handling of lubricants purchased from Supplier, or should OPERATOR cease to purchase such lubricants from Supplier, the right to the use of said equipment shall terminate and OPERATOR either agrees to purchase the equipment or surrenders up to Supplier at the customer's option within 14 days of termination. In consideration of Supplier's investment, Operator agrees to buy all of their bulk oil requirements for a 3-year period from Supplier. If OPERATOR discontinues purchasing from Supplier before the time period from the installation date, OPERATOR will be responsible to reimburse Supplier for the cost of labor and miscellaneous materials used for the installation of equipment. Supplier will have the right to remove the equipment immediately, without prior approval or notice, should the OPERATOR not pay for materials and installation within 30 days. In the event Supplier chooses to sell said equipment or agrees to wait for new supplier's equipment to be installed, a monthly rental charge of 10% of the total equipment value will be charged to OPERATOR during the supplier transition. All equipment will always remain property of the Supplier until such time as the Operator or new supplier has paid for said equipment.

OPERATOR will not sell, encumber or remove above listed equipment or do anything whereby said equipment shall be seized, taken in execution, attached, destroyed or damaged.

LIST OF EQUIPMENT AND MATERIAL LOANED AND INSTALLED Ea. Price: Ext. Price: **EQUIPMENT ON LOAN** Equipment Previously on Loan \$1,510.00 \$755.00 Graco 5:1 Fireball Pump Assembly 2 \$720.00 \$360.00 Graco 1/2" x 50' Oil Reel 2 \$365.00 \$730.00 Graco Digital SDM5 Meter 2 \$2,960.00 Total Equipment: \$703.00 Labor: \$3,663.00 Sub-Total Amount: \$232.60 Sales Tax (6.35%): \$3,895.60 **Sub-Total Amount: New Equipment Added** \$676.60 \$338.30 Graco 1/2"x 50' Oil Reel 2 \$184.00 \$92.00 2 Graco Reel Mount Bracket \$88.00 \$44.00 2 Graco Whip Hose Set ups \$348.00 \$696.00 2 Graoc Digital Meters w/Flex Lance \$537.00 Misc. Materials: Total Equipment & Materials: \$2,181.60 \$1,520.00 \$3,701.60 Sub-Total Amount:: \$235.05 Sales Tax (6/35%): \$3,936.65 **Sub-Total Amount:** Removed tanks - install plastic tanks - July 2024 \$1,000.00 \$1,000.00 180/180 Gallon Plastic Tank 1 \$900.00 \$900.00 120/120/120 Gallon Plastic Tank 1 \$679.00 \$339.50 Cubetainer Fill Kit & Adapter 2 \$116.21 \$116.21 Graco Universal Drop Tube & Bung Adapter 1 \$109.75 \$109.75 Universal Side Mount 1 \$51.25 \$51.25 Pump Mount Bracket 1 \$68.25 \$13.65 5 Ort Container 5 \$200.00 Misc. Materials: \$3,124.46 Total Equipment & Materials: \$1,710.00 Labor: \$4,834.46 Sub-Total: \$306.99 Sales Tax (6.35%): \$5,141.45 Sub-Total Amount: **COMBINED TOTAL AMOUNT:** \$12,973.70



Additional Equipment maybe added to this agreement upon review of the operator's gallon usage. Ocean State Oil will review customer's gallonage on a semiannual basis.

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** Important Directions for oil equipment **

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- 2. Air pressure should not exceed 100 PSI.
- 3. Do not operate pump without oil in tank. Immediate damage will result.
- 4. Drain water from airline filter on a daily basis.
- 5. Always disconnect air supply at close of business each day. Line rupture could cause fluid release from oil storage tank if air supply is not disconnected.

** Failure to follow these instructions could result in equipment damage and/or oil discharge.**

| | Executed in duplicate. | |
|--------------|------------------------|--|
| | Witness: | Supplier, (name/title) |
| | | Supplier, (signature) Carl trull Date \(\frac{15/2024}{2024}\) |
| | Witness: | Operator (name/title) |
| / | Int Arthur | Operator (signature) Date |
| . , . | | |