

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional) <b>Maria Talmadge</b>
B E-MAIL CONTACT AT SUBMITTER (optional)
C SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Zeichner Ellman &amp; Krause LLP</b> <b>730 Third Avenue</b> <b>New York, New York 10017</b>  <b>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact full name, do not omit, modify or abbreviate any part of the Debtor's name), if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME <b>47 EAGLE CLOTHING LLC</b>				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>47 Eagle St</b>	<b>Providence</b>	<b>RI</b>	<b>02903</b>	<b>USA</b>

2. DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact full name, do not omit, modify or abbreviate any part of the Debtor's name), if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME <b>MADRAG OF PAWTUCKET LLC</b>				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>c/o Shaw's Plaza, 50 Ann Mary St</b>	<b>Pawtucket</b>	<b>RI</b>	<b>02860</b>	<b>USA</b>

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME <b>ISRAEL DISCOUNT BANK OF NEW YORK</b>				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>The Grace Building, 1114 Ave of the Americas, 2nd Fl</b>	<b>New York</b>	<b>NY</b>	<b>10036</b>	<b>USA</b>

4 COLLATERAL This financing statement covers the following collateral:

See Rider attached hereto and made a part hereof.

5 Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7 ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8 OPTIONAL FILER REFERENCE DATA: <b>(4858-2807-2185) 3514.1047 Rhode Island Department of State</b>	

# **UCC FINANCING STATEMENT ADDITIONAL PARTY** FOLLOW INSTRUCTIONS

18 NAME OF FIRST DEBTOR Same as line 1a or 1b on Financing Statement, if line 1b was left blank because individual Debtor name did not fit, check here ☐

18a ORGANIZATION'S NAME <b>47 EAGLE CLOTHING LLC</b>	
OR	
18b INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**Print**

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19. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (19a or 19b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

19a ORGANIZATION'S NAME <b>MR OF CRANSTON, LLC</b>			
OR			
19b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c MAILING ADDRESS <b>Garfield Ave &amp; Rte. 10</b>		CITY <b>Cranston</b>	STATE <b>RI</b>
		POSTAL CODE <b>02920</b>	COUNTRY <b>USA</b>

20. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (20a or 20b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

20a ORGANIZATION'S NAME			
OR			
20b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

21. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (21a or 21b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

21a ORGANIZATION'S NAME			
OR			
21b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a ORGANIZATION'S NAME			
OR			
22b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

23. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a ORGANIZATION'S NAME			
OR			
23b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

24 MISCELLANEOUS:

## **RIDER TO UCC FINANCING STATEMENT ON FORM UCC-1**

Debtor hereby pledges, assigns, hypothecates, sets over and conveys to the Secured Party, and grants to the Secured Party a continuing security interest in and to, all of its right, title, and interest in and to all Collateral now or hereafter owned or acquired by Debtor or in which Debtor now has or hereafter has or acquires any rights, and wherever located. In addition, Secured Party is hereby given a continuing lien upon and is granted a security interest in any and all monies, securities and any and all other property of the Debtor and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Secured Party, its correspondents or agents from or for the Debtor, whether for safekeeping, custody, pledge, transmission, collection or for any other purpose (whether or not for the express purpose of being used by Secured Party as collateral security), or coming into the possession of Secured Party or its correspondents or agents in any way, or placed in any safe deposit box leased by Secured Party to the Debtor, and all such monies, securities and other property shall also constitute "Collateral". Debtor hereby assigns and grants Secured Party a security interest in, and Secured Party is also given a continuing lien on and/or right of set-off for the amount of the Secured Obligations with respect to, any and all deposit accounts, deposits (general or special) and credits of the Debtor with, any and all claims of the Debtor against, Secured Party at any time existing.

Collateral shall mean, collectively, all of the following:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Commercial Tort Claims including, without limitation, those Commercial Tort Claims listed on the Information Certificate;
- (iv) all Deposit Accounts, other Secured Party accounts and all funds on deposit therein;
- (v) all Documents;
- (vi) all Equipment;
- (vii) all Fixtures;
- (viii) all General Intangibles;
- (ix) all Goods;
- (x) all Instruments;
- (xi) all Inventory;
- (xii) all Investment Property (including, without limitation, all Certificated Securities);
- (xiii) (A) all money, cash and cash equivalents and (B) all cash held as cash collateral to the extent not otherwise constituting Collateral, all other cash or

property at any time on deposit with or held by Secured Party for the account of Debtor (whether for safekeeping, custody, pledge, transmission or otherwise);

(xiv) all Securities Accounts and Commodities Accounts;

(xv) all Supporting Obligations (including letters of credit and guarantees issued in support of Accounts, Chattel Paper, General Intangibles and Investment Property) and Letter-of-Credit Rights;

(xvi) all books and records pertaining to any of the Collateral (including, without limitation, credit files, Software, computer programs, printouts and other computer materials and records but excluding customer lists); and

(xvii) all products and Proceeds (including, without limitation, (A) tort claims and all claims and other rights to payment including insurance claims against third parties for loss of, damage to, or destruction of, and (B) payments due or to become due under leases, rentals and hires of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance) in whatever form of all or any of the Collateral described in clauses (i) through (xvi) hereof.