

# UCC-1 Form

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## 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**

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## DEBTOR INFORMATION

*Org. Name:* **BOZZUTO'S INC.**

*Mailing Address:* **275 SCHOOLHOUSE ROAD**

*City, State Zip Country:* **CHESHIRE, CT 06410 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **OCEAN STATE OIL, INC.**

*Mailing Address:* **123 OCEAN STATE DRIVE**

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

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: LOANED LUBRICANT EQUIPMENT

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## COLLATERAL

(1) LOCATION - 224 SANDBANK ROAD, CHESHIRE, CT - TANK MONITORS (2) LOCATION - 400 NORTH FRONTAGE ROAD, NORTH HAVEN, CT -330 GALLON TOTE AND A TANK MONITOR

**TOTAL ENERGY, LLC, dba OCEAN STATE OIL**  
**MOTOR OIL EQUIPMENT LOAN AGREEMENT**

THIS AGREEMENT, made this 5th day of September, 2024, between Total Energy, LLC dba Ocean State Oil (hereinafter called "Supplier"), and Bozzuto's Inc. (hereinafter called "Customer"), having a place of business at 275 Schoolhouse Road, Cheshire, CT, 06410. Supplier and Customer are collectively referred to as the "Parties".

In consideration of Supplier providing on loan the Equipment listed on Schedule A (hereinafter called the "Equipment") to Customer it is agreed between the Parties as follows:

1. OWNERSHIP OF EQUIPMENT. Supplier agrees to provide on loan the Equipment listed on Schedule A. 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 with the Supplier. Customer shall only use the Equipment for the storage, handling and/or dispensing of its Motor Oil and Lubricants provided to Customer by Supplier. Customer shall not, without the prior written consent of Supplier, remove any of the Equipment from its location. Supplier is lending the Equipment to Customer 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 Customer. Should any such Equipment be levied upon, Customer shall immediately notify both the levying creditor, disclaiming ownership, and the Supplier, in order that the Supplier may protect its rights. The Customer 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.

Customer 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.

2. PROJECTED USAGE. In consideration of loaning the Equipment to Customer, Customer agrees to purchase 40,000 gallons of Motor Oil/Diesel Exhaust Fluid from Supplier each year for a period of (5) five years to be supplied to the Equipment. Supplier reserves the right to adjust the pricing of Motor Oils and Lubricants sold to Customer if annual volume falls below 80% of projected usage stated above. Upon expiration of the term of this Agreement, Customer shall have the option to enter into a new Agreement with Supplier with similar terms and conditions.

3. CONDITION OF EQUIPMENT. Customer acknowledges that it has inspected the Equipment to be loaned hereunder and that in accepting the Equipment, Customer accepts the Equipment in its "as is", "where is" condition. Customer covenants and warrants that it will not utilize the Equipment except in the manner for which it was designed and intended. Customer agrees that it will not make additions or alteration to the Equipment without the express consent of Supplier.

4. REPAIR OF EQUIPMENT. Customer shall service and maintain the Equipment in good working order at all times. Any cost of repairs to the Equipment will be the responsibility of the

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Customer. Customer 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 Customer relative to the Equipment, or dealer's use or maintenance thereof. In the event the above said equipment is damaged, Customer will be billed by Supplier for repairs, if equipment is damaged beyond repair, Customer agrees to reimburse Supplier the value of the Equipment specified on Schedule A.

5. UCC FILING. Customer hereby grants Supplier the right to file a UCC Financing Form with the State of Connecticut Corporation Commission 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 the Connecticut - Uniform Commercial Code and, in furtherance thereof, shall be entitled to repossess the Equipment and any of its Diesel Exhaust Fluid 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 Customer.

6. EXCLUSIVITY. Customer agrees to buy all of its MOTOR OIL/DEF requirements exclusively from Supplier and Customer will not allow any other vendor to put product into Equipment furnished by Supplier.

7. TAXES, LICENSES, INSURANCE. Customer 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. Customer shall adequately insure the Equipment while it is in Customer's possession.

8. MOVEMENT OF EQUIPMENT. Customer shall not move the Equipment to another location without the prior consent of the Supplier.

9. TERMINATION. Supplier, at its option, shall terminate this Agreement upon the happening of any of the following events:

- upon breach by Customer of any of the terms of this Agreement or of any other agreement between the parties;
- upon failure of Customer to pay in a timely manner when due any sum due to Supplier;
- Customer's intentional destruction or alteration of the Equipment.

If this Agreement is terminated by Supplier, Customer agrees to pay the value of the Equipment listed on Schedule A. to Supplier. Supplier is also entitled to the economic benefit of this Agreement.

10. ASSIGNMENT. This Agreement may not be transferred or assigned by Customer, 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 Customer.

11. 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 Customer after any other breach of this Agreement or other agreements

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between the parties by the Customer, shall not constitute or be construed as a waiver of any of the rights of the Supplier under this or any other agreement.

12. 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 in this Agreement. Notice by mail shall be deemed given on the date such notice is deposited in the United States Mail, postage prepaid, and properly addressed.

13. HAZARDOUS MATERIALS. Customer 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, Customer 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.

Customer understands and acknowledges that it is an "Customer" 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.

CUSTOMER WILL INDEMNIFY AND HOLD SUPPLIER, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES AND LIABILITIES ARISING OUT OF CUSTOMER'S USE OF THE EQUIPMENT.

14. INDEMNIFICATION. Customer will indemnify and hold Supplier, its successors and assigns, harmless against losses, claims, causes of action, penalties and liabilities arising out of Customer's use of Equipment.

15. ATTORNEY'S FEES. In the event this Agreement is breached by Customer, Customer will be responsible for any and all costs, including legal fees and court costs associated with the enforcement of this Agreement.

16. CREDIT TERMS. Customer 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.

16. VENUE. This agreement shall be constructed, interpreted, and applied according to the laws of the State of Rhode Island.

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.

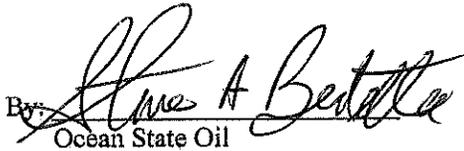
19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter hereof and there are no other agreements, whether oral or written, between the parties hereto concerning the subject matter as of the date hereof. This Agreement shall not be amended, altered or changed, except by the parties hereto. No agent or employee of Supplier, except John C. Santoro, President of Ocean State Oil, or Lou Boschetti, Sales Manager of Ocean State Oil shall have the power to waive any of the terms or provisions hereof, nor modify or amend this Agreement in any way.

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

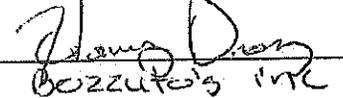
SUPPLIER:

CUSTOMER: Bozzuto's inc.

TOTAL ENERGY, LLC DBA OCEAN STATE OIL.

By:   
Ocean State Oil

Federal ID#: 06-0606469

By:   
Bozzuto's inc

It's Agent

Title: Supervisor

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**Schedule A**  
**Equipment On Loan**

**Company Name-** Bozzuto's Inc.

**Billing Address: -** 275 Schoolhouse Road  
Cheshire, CT 06410

**Delivery Address: -** 224 Sandbank Road  
Cheshire, CT 0610  
and  
400 North Frontage Road  
North Haven, CT 06473

**Equipment on Loan -**

**Cheshire Location -**

- Smart Tank Monitor - 132" Host - DEF
- Smart Tank Monitor - 132" Host - Oil

**North Haven -**

- 330 Gallon IBC DEF Tote
- Tank Monitor - 55" - Host

**COST OF EQUIPMENT -** \$3,808.01

**ACT#** 20684

**SALESMAN:** Steve A. Belletta

**DATE:** 9/10/24

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