

UCC-1 Form

FILER INFORMATION

Full name: **KATHRYN L. GAUDREAU**

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SEND ACKNOWLEDGEMENT TO

Contact name: **PARTRIDGE SNOW & HAHN LLP**

Mailing Address: **128 UNION STREET, SUITE 500**

City, State Zip Country: **NEW BEDFORD, MA 02740 USA**

DEBTOR INFORMATION

Org. Name: **RIMEX, LLC**

Mailing Address: **ONE NEW ENGLAND WAY**

City, State Zip Country: **LINCOLN, RI 02865 USA**

SECURED PARTY INFORMATION

Org. Name: **CITIZENS BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT**

Mailing Address: **ONE CITIZENS PLAZA**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 965-1567

COLLATERAL

ALL DEBTOR'S IMPROVEMENTS AND FIXTURES AND PERSONAL PROPERTY, MACHINERY, EQUIPMENT, CARPETS, APPLIANCES, CABINETS, SINKS, PREMIUMS, AWARDS, LEASES, RENTALS AND OTHER PAYMENTS, NOW OWNED OR HEREAFTER ACQUIRED, BUT NOT LIMITED TO THOSE ITEMS SET FORTH ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, ALL IN CONNECTION WITH THE REAL ESTATE LOCATED AT ONE NEW ENGLAND WAY, LINCOLN, RHODE ISLAND AS MORE PARTICULARLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THE OWNER OF SAID REAL ESTATE IS THE DEBTOR.

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

RIMEX, LLC
One New England Way
Lincoln, Rhode Island 02865

Secured Party:

Citizens Bank Rhode Island
One Citizens Plaza
Providence, Rhode Island 02903
Attn: Eric M. Nygren
Senior Vice President

The following terms shall have the following meanings:

COLLATERAL: All manner of machinery, equipment, carpets, appliances, cabinets, sinks, Improvements and Fixtures and Personal Property now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the real estate located at One New England Way, Lincoln, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Land").

IMPROVEMENTS: All buildings and improvements now or hereafter constructed upon the Land.

FIXTURES AND PERSONAL PROPERTY: All personal property, equipment and fixtures of every kind and nature whatsoever, now or hereafter located or constructed in, upon or about the Land and Improvements, or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Land and Improvements, and all renewals and replacements thereof and additions and accessions thereto (hereinafter collectively referred to as the "Fixtures and Personal Property"). The Fixtures and Personal Property shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Debtor in and to any Fixtures and Personal Property which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of Secured Party under the Mortgage, Security Agreement and Collateral Assignment of Rents and Leases (the "Mortgage"), and Debtor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by the Secured Party to confirm, preserve, and enforce the lien of the Mortgage on any Fixtures and Personal Property; and all the proceeds and products of all Fixtures and Personal Property, including, but not limited to, any deposits or payments now or hereafter made thereon. All the right, title and interest of Debtor, now or hereafter, in or to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Land; and all and singular the privileges, tenements, hereditaments, licenses, easements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock,

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and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Land.

PREMIUMS: All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, the Improvements, the Fixtures and Personal Property and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

AWARDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Land, to the extent of all amounts which may be secured by the Mortgage, at the date of receipt of any such award or payment by Secured Party or Debtor incurred by Secured Party in connection with the collection of such award or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

LEASES: All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Land and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor (all such tenancies, subtenancies, leases, subleases, agreements, renewals and extensions are herein individually called a "Lease" and collectively called "Leases"), and all of the Rentals and other Payments, hereinafter defined, which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of the Land from all of the occupants, tenants, lessees, subtenants and sublessees (individually a "Tenant" and collectively "Tenants") now and from time to time hereafter occupying the Land or any portion thereof under or on account of the Leases, to be held as security for the payment and performance of all of the obligations.

RENTALS AND OTHER PAYMENTS: All revenues, rents, issues and profits from the Land and all Leases and all other sums now or hereafter paid or payable to Debtor by Tenants now or hereafter occupying the Land or any portion thereof under or by reason of all existing and future Leases of the whole or any part of the Land, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any Tenant of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Land, proceeds of rental insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any Lease of the whole or any portion of the Land or of the obligations of any Tenant under such Lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Land by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Land or any portion thereof, and all sums paid pursuant to settlement with or judgment against any Tenants relating to any alleged breach of any Lease.

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EXHIBIT B TO UCC-1 FINANCING STATEMENT

That certain tract or parcel of land located southerly of New England Way, so-called, in the Town of Lincoln, County of Providence, State of Rhode Island, and shown as Parcel No. 2, Area 87,978 square feet, 2.02 acres, on a Plan of Land by C.E. Maguire, Inc., Harold Bateson, Registered Professional Engineer entitled, "KATES CORPORATION, LINCOLN INDUSTRIAL PARK, LINCOLN, R.I., REPLAT OF PARCEL NO. 2 KATES CORPORATION", recorded in the Records of Land Evidence in said Town of Lincoln on March 18, 1976 at 2:55 p.m. and appearing on Subdivision Card No. 58 therein.

Said Parcel as shown on said plan is further bounded and described as follows:

Beginning at the southwesterly corner of said Parcel, at a point in the northeasterly line of land now or lately of the Second Pawtucket Area Industrial Development Foundation, Inc., 123.30 feet, southeasterly of Rhode Island Airport granite bound; thence running generally southeasterly bounded southwesterly by land now or lately of the said Second Pawtucket Area Industrial Development Foundation, Inc., 158.38 feet to a point; thence turning an interior angle of 90° and running northeasterly 271.62 feet to a point in the southerly line of New England Way; thence turning and running in a generally northwesterly direction along the southerly line of New England Way in the arc of a curve, having a radius of 625 feet, a central angle of 18° 34' 05", a center point northeasterly of the southerly line of said New England Way a distance of 202.55 feet to a point; thence continuing in a generally northeasterly direction along the southerly line of New England Way in the arc of a curve having a radius of 375 feet, a central angle of 22° 31' 02", a center point generally southwesterly of the southerly line of said New England Way a distance of 147.37 feet to a point; thence turning and running in a generally southwesterly direction bounded northwesterly by land of The Kates Corporation, a Rhode Island corporation, a distance of 72.21 feet to a point in the northeasterly line of an easement now or lately of the Narragansett Electric Company; thence turning an interior angle of 99° 35' 25" and running in a generally southeasterly direction bounded southwesterly by said Narragansett Electric Company easement a distance of 383.24 feet to the point and place of beginning, the last described course forming an angle with the first described course of 126° 33' 50".

For reference purposes this property is identified as One New England Way, Lincoln, RI. Assessors Lot No. 110, Assessors Plat No. 28.