

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Shonda Powell 240-750-6089	
B. E-MAIL CONTACT AT SUBMITTER (optional) shonda.powell@sbp-online.com	
C. SEND ACKNOWLEDGMENT TO (Name and Address) STRATEGIC BANKING PARTNERS 22810 Ridge Road Germantown, MD 20876 SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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 on item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME Young & Moreland LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 399 Bald Hill Road, Suite 2		CITY Warwick	STATE RI	POSTAL CODE 02886-1634
			COUNTRY USA	

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 on item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

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

3a ORGANIZATION'S NAME Westerly Community Credit Union				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 4979 Tower Hill Road		CITY Wakefield	STATE RI	POSTAL CODE 02879-2283
			COUNTRY USA	

4. COLLATERAL This financing statement covers the following collateral:
All those items of property described in Exhibit "A" attached hereto and made a part hereof, including, but not limited to, those items of property which may be or become located on the real property known as 399 Bald Hill Road, Suite 2, Warwick, Rhode Island 02886-1634, securing a loan in the original principal amount of \$250,000.00 and any renewals or modifications thereof.

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"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA
Filed with: RI - Secretary of State SBA LN # 57209091-06 F#1064702
A#1457576

EXHIBIT "A"

1. **DEBTOR**: Young & Moreland LLC, a Rhode Island limited liability company
2. **SECURED PARTY**: WESTERLY COMMUNITY CREDIT UNION
3. **COLLATERAL**: All of the following property of the Debtor, being defined as the Collateral, whether now owned or hereafter acquired or arising, wherever located, including without limitation, on the real property located at 399 Bald Hill Road, Suite 2, Warwick, Rhode Island 02886-1634:
 - a. *Equipment*. A security interest in all equipment, including furniture, furnishings and other tangible property of every kind, nature and description whatsoever, whether now owned or hereafter acquired by Debtor, including any appurtenances and additions thereto, and substitutions and replacements thereof, wherever located, including all tools, parts and accessories used in connection therewith.
 - b. *Trade Fixtures*. A security interest in all of Debtor's trade fixtures and appurtenances thereto, whether now owned or hereafter acquired, and such other goods, chattels, equipment and other personal property used for a particular trade or purpose of any kind which are affixed or in any manner attached to real property and/or structures thereon, including all attachments, additions and accessions thereto, and replacements thereof, however attached or affixed, together with all tools, parts, and equipment now or hereafter used in connection with the foregoing.
 - c. *Inventory*. A security interest in all of Debtor's inventory, including all goods, merchandise, raw materials, goods in process, goods on display, finished goods and other tangible property, wherever located, now owned or hereafter acquired and held for sale or lease or furnished under contracts for lease or consignment, together with such leases and contracts, and all additions and accessions thereto, and all documents evidencing title thereto, and all products and proceeds thereof, whether in the possession of Debtor, bailee or any other person.
 - d. *Accounts*. A security interest in all accounts now owned or existing as well as any and all that may hereafter arise or be acquired by Debtor, and all the proceeds and products thereof, including, without limitation, all notes, drafts, acceptances, instruments and chattel paper arising therefrom, and all returned or repossessed goods arising from or relating to any accounts, or other proceeds of any sale or other disposition of inventory.
 - e. *Instruments*. A security interest, pledge and assignment in all of Debtor's instruments, whether now owned or hereafter arising or acquired by Debtor, and all products and proceeds thereof.
 - f. *Chattel Paper*. A security interest in all of Debtor's interests in chattel paper, lease agreements, contracts and other documents or instruments, whether now owned or hereafter acquired, whether electronic or tangible, evidencing any and all monetary obligations, leases, debts, and/or security interests in favor of Debtor.
 - g. *General Intangibles*. A security interest in all general intangibles and other personal property now owned or hereafter acquired by Debtor other than goods, accounts, chattel paper, documents or instruments.
 - h. *Documents*. A security interest in all of Debtor's documents, including, but not limited to,

agreements, plans, authorizations, permits, consents, licenses, approvals and contracts and other instruments of any kind, whether now owned or hereafter acquired, and all products and proceeds thereof.

- i. *Farm Products.* A security interest, pledge and assignment in all of Debtor's farm products, whether now owned or hereafter arising or acquired by Debtor, and all products and proceeds thereof.
- j. *Deposit Accounts.* A security interest, pledge and assignment in all of Debtor's deposit accounts, whether now owned or hereafter arising or acquired by Debtor, and all products and proceeds thereof.
- k. *Investment Property.* A security interest, pledge and assignment in all of Debtor's investment property, whether now owned or hereafter arising or acquired by Debtor, and all products and proceeds thereof.
- l. *Fixtures.* A security interest in all of Debtor's fixtures and appurtenances thereto, whether now owned or hereafter acquired, and such other goods, chattels, equipment and other personal property affixed or in any manner attached to real property and/or structures thereon, including all attachments, additions and accessions thereto, and replacement thereof, however attached or affixed, together with all tools, parts, and equipment now or hereafter used in connection with the foregoing.

4. **SBA STIPULATIONS.** The Loan secured by this UCC Financing Statement was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor may claim or assert against SBA any local or state law to deny any obligation of Debtor or defeat any claim of SBA with respect to this Loan.
- (c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.