

UCC-1 Form

FILER INFORMATION

Full name: **MIRISSA GREENWOOD**

Email Contact at Filer: **MIRISSA@GELINASANDWARD.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **COUNTRY BANK FOR SAVINGS**

Mailing Address: **15 SOUTH STREET, SUITE C**

City, State Zip Country: **WARE, MA 01082 USA**

DEBTOR INFORMATION

Org. Name: **J M S LLC**

Mailing Address: **290 CUMBERLAND AVENUE**

City, State Zip Country: **NORTH ATTLEBORO, MA 02760 USA**

SECURED PARTY INFORMATION

Org. Name: **COUNTRY BANK FOR SAVINGS**

Mailing Address: **15 SOUTH STREET, SUITE C**

City, State Zip Country: **WARE, MA 01082 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE ATTACHED EXHIBIT A AND B.

EXHIBIT A
TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT (FORM UCC-1)

DEBTOR: J M S LLC

SECURED PARTY: Country Bank for Savings

PREMISES: 10 and 26 Saratoga Avenue, Pawtucket, Rhode Island 02861

This FINANCING STATEMENT covers the following types or items of property in which Debtor has any interest, whether currently owned or hereafter acquired, relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the Premises, including, without limitation, the follows:

(a) agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications, warranties, guarantees, and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Premises and any part thereof and any improvements or respecting any business or activity conducted at the Premises or any part thereof, or relating to any of the Premises or other assets, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of an Event of Default under the Security Agreement, to receive and collect any sums payable to Debtor thereunder;

(b) equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Premises and/or improvements thereon that it is deemed fixtures or real property under the law of the particular state in which the equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation at the Premises, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Premises, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof;

(c) all "general intangibles" (as such quoted term is defined in the Code) in any way relating to the Premises, or any part thereof, and that Debtor owns, including, without limitation, all intellectual property, goodwill and books and records relating to the business operated or to be operated on the Premises or any part thereof, together with all unearned premiums, accrued, accruing or to accrue under all insurance policies now or hereafter obtained by Debtor insuring the Premises and all rights and interest of Debtor thereunder;

(d) furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, contract rights, accounts, including, without limitation, all bank accounts maintained by or on behalf of Debtor, any

impound account (as hereafter defined), if any, and any other accounts established pursuant to any of the Loan Documents, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Code), other than fixtures, which are now or hereafter owned by Debtor and which are located within or about the Premises, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof, and the right, title and interest of Debtor in and to any of the personal property which may be subject to the lien of any security interest, as defined in the Code, superior to the lien of the Security Agreement, and all proceeds and products of the foregoing;

(e) all structures, buildings, additions, extensions, modifications, and all other improvements of any kind whatsoever, and replacements of any of the foregoing, now or hereafter located at or upon the Premises;

(f) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Premises, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Premises;

(g) all proceeds in respect of the Premises under any insurance policies covering the Premises, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises;

(h) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Premises as a result of tax appeal or any applications or proceedings for reduction or otherwise;

(i) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises and to commence any action or proceeding to protect the interest of Secured Party in the Premises; and

(j) all proceeds of any of the foregoing converted into cash, property, claims or otherwise.

Exhibit B

Property Address: 10 Saratoga Avenue, 26 Saratoga Avenue, Pawtucket, RI 02861

Those certain lots or parcels of land together with all the buildings and improvements thereon, situated on the northerly side of Saratoga avenue, in the City of Pawtucket, County of Providence, State of Rhode Island, described as parcel B and Parcel C on that certain plan entitled, "Minor Subdivision Plan AP 18A, Lot 985, #10-12; 14 & 16, Saratoga Avenue, Pawtucket, Rhode Island, prepared for S & V Rental Properties, 47 Fatima Drive, Bristol, RI 02809, Precision Engineering, Inc., 14 Mayfield St., Greenville, RI, Dated June 13, 2003", and recorded in Plan Book 1795 at page 336 and further received on file in the City of Pawtucket on 6/17/03 at 2:50 p.m. by Janice M. LaPorte, City Clerk, as Instrument No. 932, to which reference is hereby made for a further description hereof.

Said Parcel B containing 7,500 square feet of land.

Said Parcel C containing 10,000 square feet of land.