

UCC-1 Form

FILER INFORMATION

Full name:

Email Contact at Filer: RMIGLIACCIO@CM-LAW.COM

SEND ACKNOWLEDGEMENT TO

Contact name: CAMERON & MITTLEMAN LLP

Mailing Address: 301 PROMENADE STREET

City, State Zip Country: PROVIDENCE, RI 02908 USA

DEBTOR INFORMATION

Org. Name: THE SLOCUM AGENCY, INC

Mailing Address: 4372 POST ROAD

City, State Zip Country: WARWICK, RI 02818 USA

SECURED PARTY INFORMATION

Org. Name: SHOREHAM BANK

Mailing Address: ONE SHOREHAM WAY

City, State Zip Country: WARWICK, RI 02886 USA

TRANSACTION TYPE: STANDARD

COLLATERAL

ALL ASSETS OF THE DEBTOR AS MORE PARTICULARLY SET FORTH ON EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE, INCLUDING WITHOUT LIMITATION, ALL ACCOUNTS; ALL CHATTEL PAPER (INCLUDING ALL ELECTRONIC CHATTEL PAPER AND TANGIBLE CHATTEL PAPER); ALL DEPOSIT ACCOUNTS; ALL DOCUMENTS; ALL EQUIPMENT; ALL FIXTURES; ALL GENERAL INTANGIBLES (INCLUDING ALL PAYMENT INTANGIBLES AND SOFTWARE); ALL GOODS; ALL INSTRUMENTS (INCLUDING ALL PROMISSORY NOTES); ALL INVENTORY; ALL INVESTMENT PROPERTY; ALL LETTER OF CREDIT RIGHTS; ALL PERMITS; ANY AND ALL RIGHTS TO RECEIVE AND COLLECT ANY SUMS PAYABLE TO THE DEBTOR UNDER ANY INTEREST RATE CAP AGREEMENTS (AS DEFINED ON EXHIBIT A); ALL SUPPORTING OBLIGATIONS; AND TO THE EXTENT NOT OTHERWISE INCLUDED, ALL PROCEEDS (INCLUDING ALL CASH PROCEEDS AND NONCASH PROCEEDS) AND PRODUCTS OF ANY AND ALL OF THE FOREGOING (CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO (A) THOSE TERMS IN SECTION 9-102(A) OF THE UNIFORM COMMERCIAL CODE AS THE SAME MAY BE IN EFFECT FROM TIME TO TIME IN THE STATE OF RHODE ISLAND [THE "CODE"], OR (B) THOSE TERMS DEFINED ELSEWHERE IN THE CODE AND REFERRED TO IN SECTION 9-102(B) OF THE CODE).

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| <div style="border: 1px solid black; width: 100%; height: 100%; position: relative;"> </div> |

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 | | | | |
| OR | | | | |
| 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

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 | | | | |
| 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 of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | | |
|--------------------------|---------------------|-------------------------------|-------------|---------|
| 3a. ORGANIZATION'S NAME | | | | |
| OR | | | | |
| 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

4. COLLATERAL: This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) 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): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A

Debtor: The Slocum Agency, Inc.
4372 Post Road
Warwick, Rhode Island 02818

Secured Party: Shoreham Bank
One Shoreham Way
Warwick, Rhode Island 02886

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all of the personal property of the Debtor, including, but not limited to, the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest, wherever located (all of which are hereinafter collectively referred to as the "Collateral")(capitalized terms not otherwise defined herein shall have the meanings ascribed to (a) those terms in Section 9-102(a) of the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island [the "Code"], or (b) those terms defined elsewhere in the Code and referred to in Section 9-102(b) of the Code):

All Accounts; all Chattel Paper (including all Electronic Chattel Paper and Tangible Chattel Paper); all Deposit Accounts; all Documents; all Equipment; all Fixtures; all General Intangibles (including all Payment Intangibles and Software); all Goods; all Instruments (including all Promissory Notes); all Inventory; all Investment Property; all Letter of Credit Rights; all Permits; any and all rights to receive and collect any sums payable to the Debtor under any Interest Rate Cap Agreements (hereinafter defined); all Supporting Obligations; and to the extent not otherwise included, all Proceeds (including all Cash Proceeds and Noncash Proceeds) and products of any and all of the foregoing.

"Interest Rate Cap Agreements" shall mean any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates.

"Obligations" shall mean, among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account; including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action,

all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise; further including, without limitation, all obligations and liabilities of the Debtor under any Interest Rate Cap Agreements; and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

“Permits” means all of those licenses and permits issued now or in the future in the name of the Debtor and all replacements, re-issuances and additions thereto for the operation of the businesses located at 4372 Post Road, Warwick, Rhode Island.

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