



2014 00015928

Bk: 11738Pg: 261 Page: 1 of 4  
Recorded: 08/29/2014 11:36 AM

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Katilee M. Boisvert, Paralegal 413-781-0560</b>
B. E-MAIL CONTACT AT FILER (optional) <b>kboisvert@baconwilson.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Jeffrey I. Flalky, Esq. Bacon Wilson, P.C. 33 State Street Springfield, MA 01103</b>

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 the 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 <b>ARTH, LLC</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b INDIVIDUAL'S SURNAME			
1c MAILING ADDRESS <b>41 Perry Hill Road</b>	CITY <b>Westhampton</b>	STATE <b>MA</b>	POSTAL CODE <b>01027</b>
			COUNTRY <b>USA</b>

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 the 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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b INDIVIDUAL'S SURNAME			
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 <b>NUVO BANK &amp; TRUST COMPANY</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b INDIVIDUAL'S SURNAME			
3c MAILING ADDRESS <b>1500 Main Street, P.O. Box 15209</b>	CITY <b>Springfield</b>	STATE <b>MA</b>	POSTAL CODE <b>01115</b>
			COUNTRY <b>USA</b>

4. COLLATERAL: The financing statement covers the following collateral  
**SEE UCC-1 ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF**

**SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF FOR COLLATERAL DESCRIPTION**

Recorded with the Hampshire County Registry of Deeds.

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/Licenser
8. OPTIONAL FILER REFERENCE DATA:

**UCC FINANCING STATEMENT ADDENDUM**

**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME <b>ARTH, LLC</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10c. MAILING ADDRESS	CITY
	STATE
	POSTAL CODE
	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME **OR**  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
		STATE	POSTAL CODE
		STATE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

**ARTH, LLC**

16. Description of real estate.

**Property Address: 39 Hooker Road, Westhampton, Hampshire County, Massachusetts**

**See Deed Recorded in the Hampshire County Registry of Deeds in Book 11712, Page 288.**

17. MISCELLANEOUS:

EXHIBIT "A"

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including without limitation, all gas and electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, ovens, elevators, and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other air-conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered the Premises and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Premises; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements thereof and articles in substitution thereof; and all proceeds and profits thereof; and all of the estate, right, title and interest of the DEBTOR in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by a COMMERCIAL MORTGAGE AND SECURITY AGREEMENT (the "Mortgage"). If the lien of the Mortgage on any fixtures or personal property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property, then in the event of any default hereunder all the rights, title and interest of the DEBTOR in and to any and all deposits made thereon or thereof are hereby assigned to the SECURED PARTY together with the benefit of any payments now or hereafter made thereon. There is also transferred, set over and assigned by DEBTOR to SECURED PARTY, its successors and assigns, hereby all leases and use agreements of machinery, equipment and other personal property of DEBTOR in the categories hereinabove set forth, under which DEBTOR is the lessee of, or entitled to use, such items, and DEBTOR agrees to execute and deliver to SECURED PARTY specific separate assignments to SECURED PARTY of such leases and agreements when requested by SECURED PARTY; but nothing herein shall obligate SECURED PARTY to perform any obligations of DEBTOR under such leases, or agreements unless it so chooses, which obligations DEBTOR hereby covenants and agrees to well and punctually perform.

(b) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits under any and all leases or tenancies now existing or hereafter created of the Premises or any part thereof with the right to receive and apply the same to said indebtedness, and SECURED PARTY may demand, sue for and recover such payments but shall not be required to do so.

(c) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets.

(d) All of DEBTOR'S right, title and interest in any and all claims to rebates, refunds, and abatements of real estate taxes pertaining to the Premises, or any portion thereof, with respect to tax periods arising at any time prior to the discharge hereof even though such taxes may relate to periods before the execution hereof, which rebates, refunds and abatements shall in the case of a default hereunder be applied to the Obligations.

(e) All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims.

(f) Any and all as-extracted collateral including, without limitation, all minerals located at or pertaining to the Premises, or any portion thereof.

All of the foregoing items shall be deemed "Collateral".

The Collateral, including but not limited to fixtures, is located or may be affixed to real estate real property known as and located at 39 Hooker Road, Westhampton, MA (the "Premises").

**DEBTOR:** ARTH, LLC  
41 Perry Hill Road  
Westhampton, MA 01027

**SECURED  
PARTY:** NUVO BANK & TRUST COMPANY  
1500 Main Street  
P.O. Box 15209  
Springfield, MA 01115

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER  
MARY OLBERDING