



**COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

**ASSIGNMENT** made this 28<sup>th</sup> day of August, 2014, by **ARTH, LLC**, a Massachusetts limited liability company with a principal place of business located at 41 Perry Hill Road, Westhampton, Massachusetts (hereinafter referred to as the "Assignor") to **NUVO BANK & TRUST COMPANY**, a Massachusetts trust company, having an office at 1500 Main Street, Springfield, Massachusetts (hereinafter referred to as the "Assignee").

**WHEREAS**, the Assignor as Landlord rents or may rent to certain tenants all or a portion of the premises known and designated as **39 HOOKER ROAD, WESTHAMPTON, HAMPSHIRE COUNTY, MASSACHUSETTS** (the "Premises"), said premises being more particularly described on **Exhibit "A"**; and

**WHEREAS**, the Assignor is the owner in fee of the Premises and has requested the Assignee to loan to the Assignor and Thomas R. Hathaway (together with the Assignor known collectively as the Borrowers"), jointly and severally, a certain sum of money including, but not limited to, a Commercial Mortgage Promissory Note in the original principal amount of up to **EIGHT HUNDRED TWENTY SIX THOUSAND AND 00/100 (\$826,000.00) DOLLARS** (the "Loan" or the "Note"); and

**WHEREAS**, the Assignee has refused to loan to the Borrowers such sums unless the Assignor, in addition to the Borrowers executing their Note for said sums and executing and delivering its Commercial Mortgage and Security Agreement relative to the Premises (the "Mortgage") to secure the payment of such Note also executes and delivers this Collateral Assignment of Leases and Rents as additional collateral for the repayment of such Note and Mortgage.

**NOW, THEREFORE**, in consideration of the good and valuable consideration paid by the Assignee to the Assignor, receipt whereof is hereby acknowledged, and in order to better secure the payment to the Assignee of the principal on such Note together with the principal of any other obligation of the Borrowers held by the Assignee, and any and all other obligations of the Borrowers to the Assignee, direct or contingent, now existing or hereafter arising, the Assignor does hereby grant, bargain, sell, transfer, assign, convey and set over unto the Assignee all of the rents, issues and profits due, and to become due, from the Premises, together with all leases, agreements, service contracts, and insurance policies affecting the Premises.

1. **COLLECTION OF RENTS** - Upon the occurrence of an Event of Default by the Assignor (as defined below), the Assignee shall have the power and authority to enter upon and take possession of the Premises and to demand, collect, and receive from the tenants, lessees, or other occupants now or at any time hereafter in possession of the Premises or from any part thereof, rents now due or to become due, to endorse the name of the Assignor or any subsequent owner of the Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittances or any other instrument in relation thereto in the name of the Assignor or in the name of the Assignee and either in its own name or in the name of the Assignor, to institute, prosecute, settle, or compromise any summary or legal proceedings for the recovery of such rents, profits, or to recover the whole or any part of the Premises, and to institute, prosecute, settle, or compromise any other proceedings for the protection of the Premises, for the recovery of any damages done to the Premises, or for the abatement of any nuisance thereon, also the power to defend any legal proceedings brought against the Assignor or against the owners arising out of the operation of the Premises.

Property Address: 39 HOOKER ROAD, WESTHAMPTON, HAMPSHIRE COUNTY, MASSACHUSETTS

**ACKNOWLEDGED AND ACCEPTED BY:**

**NUVO BANK & TRUST COMPANY**

[Signature]  
Witness

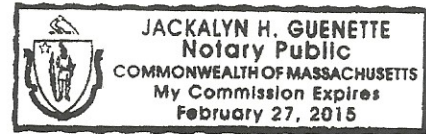
By: [Signature]  
Michael P. Buckmaster, Vice President

**COMMONWEALTH OF MASSACHUSETTS**

Hampden, ss

On this 21 day of August, 2014, before me, the undersigned notary public, personally appeared Michael P. Buckmaster, Vice President of NUVO Bank & Trust Company and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of NUVO Bank & Trust Company.

[Signature]  
Notary Public  
My commission expires: 2/27/15





2014 00013740

Bk: 11712Pg: 309 Page: 1 of 6

Recorded: 07/31/2014 03:43 PM

**COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

**ASSIGNMENT** made this 31<sup>st</sup> day of July, 2014, by **ARTH, LLC**, a Massachusetts limited liability company with a principal place of business located at 41 Perry Hill Road, Westhampton, Massachusetts (hereinafter referred to as the "Assignor") to **NUVO BANK & TRUST COMPANY**, a Massachusetts trust company, having an office at 1500 Main Street, Springfield, Massachusetts (hereinafter referred to as the "Assignee").

**WHEREAS**, the Assignor, as Landlord rents or may rent to certain tenants all or a portion of the premises known and designated as **39 HOOKER ROAD, WESTHAMPTON, HAMPSHIRE COUNTY, MASSACHUSETTS** (the "Premises"), said premises being more particularly described on **Exhibit "A"**; and

**WHEREAS**, the Assignor is the owner in fee of the Premises and has requested the Assignee to loan to the Assignor and Thomas R. Hathaway (collectively, the "Borrowers"), jointly and severally, a certain sum of money including, but not limited to, a Time Note in the original principal amount of **TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS** (the "Loan" or the "Note");

**WHEREAS**, the Assignee has refused to loan to the Borrowers such sums unless the Assignor, in addition to the Borrowers executing their Note for said sums and the Assignor executing and delivering its Commercial Mortgage and Security Agreement (the "Mortgage") to secure the payment of such Note also executes and delivers this Collateral Assignment of Leases and Rents as additional collateral for the repayment of such Note and Mortgage.

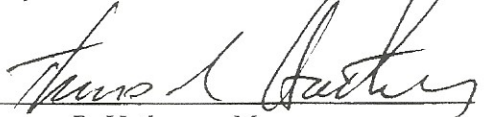
**NOW, THEREFORE**, in consideration of the good and valuable consideration paid by the Assignee to the Assignor, receipt whereof is hereby acknowledged, and in order to better secure the payment to the Assignee of the principal on such Note together with the principal of any other obligation of the Borrowers held by the Assignee, and any and all other obligations of the Borrowers to the Assignee, direct or contingent, now existing or hereafter arising, the Assignor does hereby grant, bargain, sell, transfer, assign, convey and set over unto the Assignee all of the rents, issues and profits due, and to become due, from the Premises, together with all leases, agreements, service contracts, and insurance policies affecting the Premises.

1. **COLLECTION OF RENTS** - Upon the occurrence of an Event of Default by the Assignor (as defined below), the Assignee shall have the power and authority to enter upon and take possession of the Premises and to demand, collect, and receive from the tenants, lessees, or other occupants now or at any time hereafter in possession of the Premises or from any part thereof, rents now due or to become due, to endorse the name of the Assignor or any subsequent owner of the Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittances or any other instrument in relation thereto in the name of the Assignor or in the name of the Assignee and either in its own name or in the name of the Assignor, to institute, prosecute, settle, or compromise any summary or legal proceedings for the recovery of such rents, profits, or to recover the whole or any part of the Premises, and to institute, prosecute, settle, or compromise any other proceedings for the protection of the Premises, for the recovery of any damages done to the Premises, or for the abatement of any nuisance thereon, also the power to defend any legal proceedings brought against the Assignor or against the owners arising out of the operation of the Premises.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

Witness 

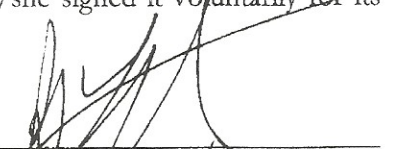
ARTH, LLC

By:   
Thomas R. Hathaway, Manager  
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 31 day of July, 2014, before me, the undersigned notary public, personally appeared Thomas R. Hathaway, Manager of Arth, LLC and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said limited liability company.

  
Roger P. LIPTON, Notary Public  
My commission expires: 7/20/18



**COMMERCIAL MORTGAGE AND SECURITY AGREEMENT**

**ARTICLE ONE**

**1.01 GRANT OF FIRST PRIORITY MORTGAGE AND SECURITY INTEREST; OBLIGATIONS; PREMISES AND COLLATERAL.**

**KNOW ALL MEN BY THESE PRESENTS** that **ARTH, LLC**, a Massachusetts limited liability company with a principal place of business located at 41 Perry Hill Road, Westhampton, Massachusetts (hereinafter called the "MORTGAGOR"), for consideration paid, grants to **NUVO BANK & TRUST COMPANY**, a Massachusetts trust company, having an office at 1500 Main Street, Springfield, Massachusetts (hereinafter called the "MORTGAGEE"), to secure the payment in the amount of **EIGHT HUNDRED TWENTY SIX THOUSAND AND 00/100 (\$826,000.00) DOLLARS** (hereinafter called the "Loan"), pursuant to a Commercial Mortgage Promissory Note in the original principal amount of up to **EIGHT HUNDRED TWENTY SIX THOUSAND AND 00/100 (\$826,000.00) DOLLARS** by MORTGAGOR and Thomas R. Hathaway, jointly and severally, in favor of MORTGAGEE of even date herewith (hereinafter called the "Note"), and also to secure the performance of all agreements and conditions herein contained and all other obligations now existing or hereafter arising of MORTGAGOR and Thomas R. Hathaway to MORTGAGEE relating to the Loan, the land together with the buildings and improvements now or hereafter situated thereon commonly known as **39 HOOKER ROAD, WESTHAMPTON, HAMPSHIRE COUNTY, MASSACHUSETTS**, all as more particularly described on **EXHIBIT "A"** which is annexed hereto and made a part hereof (which with the property hereinafter described is referred to as the "Premises") and the MORTGAGOR does hereby grant a security interest to the MORTGAGEE under the Massachusetts Uniform Commercial Code in the Collateral hereinafter referred to the extent that the Collateral constitutes personal property.

**TOGETHER WITH ALL OF MORTGAGOR'S RIGHT, TITLE AND INTEREST IN AND TO:**

(a) All buildings and improvements, now or hereafter located thereon, all privileges and other rights now or hereafter made appurtenant thereto including, without limitation, all right, title and interest of MORTGAGOR in and to all streets, roads, and public places, open or proposed and all easements and rights of way, public or private, now or hereafter used in connection with the Premises; and

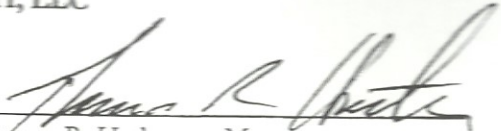
(b) All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including without limitation, all gas and electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, ovens, elevators, and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and 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 to 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 MORTGAGOR in and to all property of any nature whatsoever, now or hereafter situated on the

Property Address: 39 HOOKER ROAD, WESTHAMPTON, HAMPSHIRE COUNTY, MASSACHUSETTS

EXECUTED AS A SEALED INSTRUMENT this 28<sup>th</sup> day of August, 2014.

Witness 

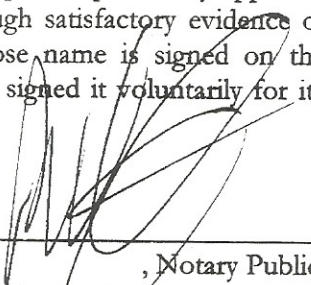
ARTH, LLC

By:   
Thomas R. Hathaway, Manager  
Duly Authorized

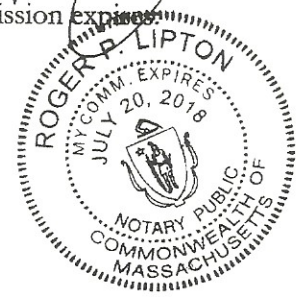
COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 28 day of August, 2014, before me, the undersigned notary public, personally appeared Thomas R. Hathaway, Manager of Arth, LLC and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said limited liability company.

  
\_\_\_\_\_, Notary Public

My commission expires



**ACKNOWLEDGED AND ACCEPTED BY:**

**NUVO BANK & TRUST COMPANY**

[Signature]  
Witness

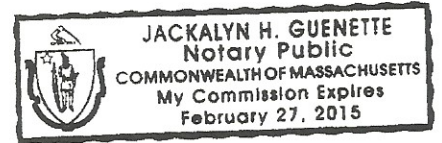
By: [Signature]  
Michael P. Buckmaster, Vice President

**COMMONWEALTH OF MASSACHUSETTS**

Hampden, ss

On this 27 day of August, 2014, before me, the undersigned notary public, personally appeared Michael P. Buckmaster, Vice President of NUVO Bank & Trust Company and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of NUVO Bank & Trust Company.

[Signature]  
Jackalyn H. Guenette Notary Public  
My commission expires: 2/27/15





2014 00015928

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

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Katlée 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>  <table border="1"> <tr> <td>Jeffrey I. Fialky, Esq. Bacon Wilson, P.C. 33 State Street Springfield, MA 01103</td> </tr> </table>	Jeffrey I. Fialky, Esq. Bacon Wilson, P.C. 33 State Street Springfield, MA 01103
Jeffrey I. Fialky, Esq. Bacon Wilson, P.C. 33 State Street Springfield, MA 01103	

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>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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				
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 <b>NUVO BANK &amp; TRUST COMPANY</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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:** This 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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensor	
7. ALTERNATIVE DESIGNATION (if applicable):	
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

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

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

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

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

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

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 Colberding, REGISTER  
MARY COLBERDING

(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 Colberding, REGISTER  
MARY COLBERDING