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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **S-170)**
United Pasta Inc. (to be known as
Angy's Food Products Inc.)
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

2. Name and address of receiving party(ies)
Name: Westfield Bank
Internal
Address: _____ **MAY 17 2001**
Street Address: 141 Elm Street
City: Westfield State: MA Zip: 01085
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Massachusetts Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0695759

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul M. Maleck, Esq.

Internal Address: _____

Street Address: Doherty, Wallace, Pillsbury & Murphy, P.C.
One Monarch Place 1414 Main Street

City: Springfield State: MA Zip: 01144

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jack Chalici Fu
Name of Person Signing
President

Signature

Date

5-7-01

38

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
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LOAN AND SECURITY AGREEMENT

by and between

UNITED PASTA INC. (to become Angy's Food Products Inc.)

JMF REALTY LLC

JACK CHAK-KI FU

MAY MEI-CHUN FU

and

WESTFIELD BANK

May 7, 2001

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LOAN AND SECURITY AGREEMENT

LOAN AND SECURITY AGREEMENT made this 7th day of May, 2001 by and between UNITED PASTA INC. (to become Angy's Food Products Inc.), a Massachusetts corporation with a principal place of business at 77 Servistar Industrial Way, Westfield, Massachusetts ("UPI"), JMF REALTY LLC, a Massachusetts limited liability company with a principal place of business at 77 Servistar Industrial Way, Westfield, Massachusetts ("LLC"), JACK CHAK-KI FU ("Jack") and MAE MEI-CHUN FU ("May"), individuals with a usual address of 5 Colts Drive, Holmdel, New Jersey ("Jack" and "May" are sometimes hereinafter collectively the "Personal Guarantors") and WESTFIELD BANK, a Massachusetts banking corporation having a principal place of business at 141 Elm Street, Westfield, Massachusetts (the "Bank").

In consideration of the mutual covenants herein contained, it is agreed as follows:

1. DEFINITIONS AND ACCOUNTING TERMS.

1.1 Defined Terms. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

"Agreement" means this Loan and Security Agreement, as amended, supplemented, or modified from time to time.

"Base Rate" shall mean the base rate as announced by the Bank from time to time.

"Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required to close under the laws of The Commonwealth of Massachusetts.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations and published interpretations thereof.

"Collateral" shall have the meaning assigned to it in Section 9.

"Commitment Letter" shall mean that Commitment Letter dated February 15, 2001 and Restated on March 2, 2001 from the Bank and accepted by Jack and May on behalf of the Obligor.

"Debt" means (1) indebtedness or liability for borrowed money; (2) obligations evidenced by bonds, debentures, notes, or other similar instruments; (3) obligations for the deferred purchase price of property or services (including trade obligations); (4) obligations as lessee under Capital Leases; (5) current liabilities in respect of unfunded vested benefits under Plans covered by ERISA; (6) obligations under letters of credit; (7) obligations under acceptance facilities; (8) all guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or

entity, or otherwise to assure a creditor against loss; and (9) obligations secured by any Liens, whether or not the obligations have been assumed.

"Default" means any of the events specified in Section 15, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

"Demand Loan" shall mean the Demand Loan more particularly described in Section 4.1.

"Demand Note" shall mean the Demand Note in the principal amount of Three Hundred Forty Five Thousand (\$345,000) Dollars executed by UPI in favor of the Bank as such Note may be further modified or amended.

"Event of Default" means any of the events specified in Section 15, provided that any requirement for the giving of notice, the lapse of time or both, or any other condition, has been satisfied.

"GAAP" means generally accepted accounting principles consistently applied, in accordance with financial reporting standards from time to time in effect among nationally recognized certified public accounting firms in the United States.

"Guarantors" shall mean any person who has guaranteed to the Bank payment or performance of any of the Obligations.

"Guaranty" means the Guaranty to be delivered by UPI, LLC and/or the Personal Guarantors, as the case may be, under the terms of this Agreement.

"Insolvent" – The Obligors and/or the Personal Guarantors shall be considered to be "Insolvent" when any of the following events shall have occurred whereby the Obligors and/or the Personal Guarantors: (a) shall generally not pay, or shall be unable to pay, or shall admit in writing its inability to pay its debts as such debts become due; or (b) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (c) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (d) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undischarged for a period of ninety (90) days or more; or (e) shall take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties; or (f) shall suffer any such custodianship, receivership, or trusteeship to continue undischarged for a period of ninety (90) days or more.

"Lien" means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction to evidence any of the foregoing).

"Loan" or "Loans" shall collectively mean the Revolving Loan, the Term Loan, the Demand Loan and the Mortgage Term Loan made by the Obligors, as the same may be modified and/or amended from time to time.

"Loan Account" shall mean the account upon the books of the Bank in which will be recorded all Loan(s) made by the Bank to UPI and/or LLC pursuant to this Agreement, all payments made on such Loans and other appropriate debits and credits.

"Loan Documents" means this Agreement, the Notes and other documents related to the transactions discussed in this Agreement as the same may be amended, modified or supplemented from time to time.

"Mortgage" shall mean the Commercial Real Estate Mortgage and Security Agreement delivered by LLC as owner of the Property and executed in conjunction with this Agreement.

"Mortgage Loan" shall mean the mortgage term loan more particularly described in Section 5.1.

"Mortgage Note" shall mean the Mortgage Term Note in the principal amount of One Million Two Hundred Thousand (\$1,200,000.00) Dollars executed by LLC in favor of the Bank as such Note may be further modified or amended.

"Note" or "Notes" means the Demand Revolving Business Credit Note in the principal amount of up to \$400,000.00, of even date and executed by UPI in favor of the Bank, the Term Note, of even date, in the principal amount of \$1,080,000.00 and executed by UPI in favor of the Bank, the Demand Note, of even date, in the principal amount of \$345,000.00 and executed by UPI in favor of the Bank, and the Mortgage Term Note, of even date, in the principal amount of \$1,200,000.00 and executed by LLC in favor of the Bank, as the same may be amended, supplemented and modified from time to time and all other notes executed and delivered by the Obligors to the Bank from time to time.

"Obligation" and "Obligations" shall mean any and all liabilities and obligations of the Obligors to the Bank of every kind and description, direct or indirect, absolute or contingent, primary or secondary, due or to become due, arising hereunder or hereafter arising, regardless of how they arise or by what agreement or instrument they may be

evidenced or whether evidenced by any agreement or instrument, and includes obligations to perform acts and refrain from taking action as well as obligations to pay money.

“Obligors” shall collectively mean UPI and/or LLC.

"Permitted Liens" means those liens currently in existence and set forth in Paragraph 13.1.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

"Principal Office" means the Bank's office at 141 Elm Street, Westfield, Massachusetts 01085.

“Property” or “Premises” shall mean the property known as and located at **77 Servistar Industrial Way, Westfield, Massachusetts.**

“Revolving Loan” or “Revolving Line of Credit Loan(s)” shall mean the demand loan and loans more particularly described in Section 2.1.

“Revolving Note” shall mean the Demand Revolving Business Credit Note in the original principal amount of up to Four Hundred Thousand (\$400,000.00) Dollars, executed by UPI in favor of the Bank.

“Term Loan” shall mean the term loan more particularly described in Section 3.1.

“Term Note” shall mean the Term Note in the principal amount of One Million Eighty Thousand (\$1,080,000.00) Dollars executed by UPI in favor of the Bank as such note may be further modified or amended.

“Title Company” shall mean the title company or companies specified by the Bank together with such reinsurers of such title company or companies or such other Title Companies as may be approved by the Bank.

1.2 "Accounting Terms". All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 14, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

1.3 Loan Account. A Loan Account for the Loans shall be opened on the books of the Bank in which account a record shall be kept of all loans made by the Bank to the UPI or LLC, as applicable, under or pursuant to this Agreement, and all payments thereon.

The Bank may also keep a record (either in the applicable Loan Account or elsewhere, as the Bank may from time to time elect) of all interest, services charges, costs, expenses and other debits owed the Bank on account of the loan arrangement contemplated hereby and of all credits against such amounts so owed.

The outstanding amount of the Loans shall be evidenced each month by the Bank's records of disbursements and balances in the form of a written statement. Such written statement shall be deemed conclusively binding unless UPI or the LLC, as the case may be, has objected within thirty (30) days from the date of such monthly statement.

2. AMOUNT AND TERMS OF UP TO \$400,000 DEMAND BUSINESS CREDIT LOAN

2.1 Revolving Line of Credit Loans. Provided a Default is not occurring or does not exist, from time to time the Bank shall make Revolving Line of Credit Loans to UPI of such amounts as UPI may request and the Bank may approve; *provided, however*, that the aggregate principal amount of all Revolving Loans at any time outstanding shall not exceed Four Hundred Thousand (\$400,000.00) Dollars. The Revolving Loans will be made available with interest equal to the Base Rate, as such rate changes from time to time and as such Base Rate is announced from time to time. The rate is subject to change on a daily basis. Interest will be payable monthly in arrears on the outstanding principal balance during the previous payment period. The Revolving Loans shall be recorded in the Loan Account and shall be evidenced by a Demand Revolving Business Credit Note. The outstanding amount of the Revolving Loans shall be presumptively evidenced by the Bank's records of disbursements and repayments. The Revolving Loan shall be reviewed on an annual basis on April 1, beginning on April 1, 2002.

UPI and any endorser(s) or guarantor(s) of the Revolving Note agree that the Bank may, in its reasonable discretion, and only through the undersigned officer of the Bank (or in the undersigned officer's absence another officer of the Bank), make loan advances of the principal amount of the Revolving Note to UPI upon written or verbal authority of any officer executing Banking Resolutions on behalf of UPI. The Bank may deliver Revolving Loan proceeds by direct deposit to any demand deposit account of UPI with the Bank or otherwise, as so authorized, and all such Revolving Loan advances as evidenced by the Revolving Note and any amendment thereto shall represent binding obligations of UPI and any endorser(s) or guarantor(s) thereunder.

2.2 Use of Proceeds. The proceeds of the Revolving Loan hereunder shall be used to provide UPI with working capital. UPI will not, directly or indirectly, use any part of such proceeds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or to extend credit to any Person for the purpose of purchasing or carrying any such margin stock, or for any purpose which violates, or is inconsistent with, Regulation X of such Board of Governors.

2.3 Prepayment. The Revolving Loan may be prepaid in whole or in part at any time without charge with accrued interest to the date of such prepayment on the amount prepaid.

2.4 Late Payment. Any payment on the Revolving Loan received more than ten (10) days after its due date shall be subject to an additional charge of five percent (5.00%) of the amount due.

2.5 Interest At Demand or Default. Upon the occurrence and during the continuance of an Event of Default, interest shall be charged upon the then outstanding principal balance and any interest accrued up to the date of such Event of Default or after demand, as the case may be, to the extent permitted by law, at a variable rate equal to the aggregate of the rate in effect under the Revolving Note plus five (5%) percent.

3. AMOUNT AND TERMS OF \$1,080,000.00 TERM LOAN.

3.1 Term Loan. The Bank will make available to UPI a Term Loan in the principal amount of ONE MILLION EIGHTY THOUSAND (\$1,080,000.00) DOLLARS (the "Term Loan"). The Term Loan will be evidenced by the Term Note executed contemporaneously herewith.

3.1.1 Rate of Interest. The interest rate shall be a fixed rate of interest equal to seven and one-half (7.50%) percent per annum.

3.1.2 Repayment. Beginning on the date which is thirty (30) days from the date of the Term Note and continuing on the same day of each and every consecutive month for one hundred twenty (120) months, UPI shall make to the Bank monthly payments of principal and interest in the amount of TWELVE THOUSAND EIGHT HUNDRED NINETEEN AND 80/100 (\$12,819.80) DOLLARS.

3.2 Use of Proceeds. The proceeds of the Term Loan hereunder shall be used by UPI to assist in the acquisition of assets from Angy's Food Products, Inc. (to become Angy's Food Products Inc.) (the "Seller"). UPI will not, directly or indirectly, use any part of such proceeds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or to extend credit to any Person for the purpose of purchasing or carrying any such margin stock, or for any purpose which violates, or is inconsistent with, Regulation X of such Board of Governors.

3.3 Prepayment. The Term Loan may not be prepaid, in whole or in part, without incurring a penalty. If the principal of the Term Loan is prepaid through the proceeds of another financial institution, in whole or in part, during the first five (5) years, the Borrower shall pay a prepayment penalty of five percent (5%) during the first year, four percent (4%) during the second year, three percent (3%) during the third year, two percent (2%) during the fourth year, and one percent (1%) during the fifth year. There will be no prepayment penalty thereafter.

3.4 Late Payment. Any payment of principal and/or interest received more than ten (10) days after its due date shall be subject to an additional charge of five (5%) percent of amount of the late payment.

3.5 Interest at Maturity or Default. Upon the occurrence and during the continuance of an Event of Default with respect to the outstanding principal balance of the Term Loan, interest shall be payable with respect to the outstanding principal balance of the Term Loan and any unpaid interest at a rate equal to five (5.00%) percent above the rate otherwise in effect under the Term Note.

4. AMOUNT AND TERMS OF \$345,000.00 DEMAND LOAN.

4.1 \$345,000 Demand Loan. The Bank will make available to UPI a Demand Loan in the principal amount of THREE HUNDRED FORTY FIVE THOUSAND (\$345,000.00) DOLLARS (the "Demand Loan"). The Demand Loan will be evidenced by the Demand Note executed contemporaneously herewith.

4.1.1 Rate of Interest. The interest rate shall be an adjustable rate of interest equal to the Base Rate as such rate changes from time to time and as the Base Rate is amended from time to time.

4.1.2 Repayment. Beginning on the date which is thirty (30) days from the date of the Demand Note and continuing on the same day of each and every consecutive month until demanded, UPI shall make to the Bank monthly payments of interest only.

4.2 Use of Proceeds. The proceeds of the Demand Loan hereunder shall be used by UPI to assist in the acquisition of assets from the Seller. UPI will not, directly or indirectly, use any part of such proceeds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or to extend credit to any Person for the purpose of purchasing or carrying any such margin stock, or for any purpose which violates, or is inconsistent with, Regulation X of such Board of Governors.

4.3 Prepayment. The Demand Loan may be prepaid, in whole or in part, without incurring a penalty.

4.4 Late Payment. Any payment of principal and/or interest received more than ten (10) days after its due date shall be subject to an additional charge of five (5%) percent of amount of the late payment.

4.5 Interest at Maturity or Default. Upon the occurrence and during the continuance of an Event of Default with respect to the outstanding principal balance of the Demand Loan, interest shall be payable with respect to the outstanding principal balance of the Demand Loan and any unpaid interest at a rate equal to five (5.00%) percent above the rate otherwise in effect under the Demand Note.

5. AMOUNT AND TERMS OF \$1,200,000.00 MORTGAGE TERM LOAN.

5.1 Mortgage Term Loan. The Bank will make available to LLC a Mortgage Term Loan in the principal amount of ONE MILLION TWO HUNDRED THOUSAND (\$1,200,000.00) DOLLARS (the "Mortgage Loan"). The term of the Mortgage Loan shall be

twenty (20) years. The Mortgage Loan will be evidenced by the Mortgage Note executed contemporaneously herewith.

5.1.1 Rate of Interest. The initial interest rate shall be eight (8.00%) percent for the first five (5) years. On the fifth anniversary date of the Mortgage Note, and continuing on each five (5) year anniversary date thereafter for the remainder of the term the interest rate shall be adjusted to equal the then U.S. Treasury Five (5) Year Rate plus two and one-half (2.50%) percent (the "Fixed Five Year Rate") and shall be fixed for five (5) years at a time.

5.1.2 Repayment. Beginning on the date which is thirty (30) days from the date of the Mortgage Note and continuing on the same day of each consecutive month thereafter for the first sixty (60) months, LLC shall make to the Bank principal and interest payments in the amount of TEN THOUSAND THIRTY SEVEN AND 29/100 (\$10,037.29) DOLLARS. Beginning on the date which is sixty (60) months from the date of the Mortgage Note and continuing each five (5) year anniversary thereafter, for the remainder of the term, LLC shall make monthly payments of principal and interest to the Bank in accordance with the Fixed Five Year Rate described in 5.1.1 above which will vary every five (5) years.

5.2 Use of Proceeds. The proceeds of the Mortgage Loan hereunder shall be used by LLC to acquire the Property. LLC will not, directly or indirectly, use any part of such proceeds for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or to extend credit to any Person for the purpose of purchasing or carrying any such margin stock, or for any purpose which violates, or is inconsistent with, Regulation X of such Board of Governors.

5.3 Prepayment. The Mortgage Loan may not be prepaid, in whole or in part, without incurring a penalty. If the principal of the Mortgage Term is prepaid through the proceeds of another financial institution, in whole or in part, during the first five (5) years, the Borrower shall pay a prepayment penalty of five percent (5%) during the first year, four percent (4%) during the second year, three percent (3%) during the third year, two percent (2%) during the fourth year, and one percent (1%) during the fifth year. There will be no prepayment penalty thereafter.

5.4 Late Payment. Any payment of principal and/or interest received more than ten (10) days after its due date shall be subject to an additional charge of five (5%) percent of amount of the late payment.

5.5 Interest at Maturity or Default. Upon the occurrence and during the continuance of an Event of Default with respect to the outstanding principal balance of the Mortgage Loan, interest shall be payable with respect to the outstanding principal balance of the Mortgage Loan and any unpaid interest at a rate equal to five (5.00%) percent above the rate otherwise in effect under the Mortgage Note.

6. CROSS-DEFAULT, CROSS-COLLATERALIZATION AND CROSS-GUARANTY.

It is hereby expressly agreed that a default in any of the terms and conditions of the Notes shall constitute a default in all of the Notes executed by UPI and/or LLC in favor of the Bank,

and any other Obligations of UPI, LLC and/or the Personal Guarantors whether evidenced by Notes, Guaranties or otherwise. A default in any of the terms and conditions of the Notes shall constitute a default of this Agreement and any default of this Agreement shall constitute a default in the Notes and Guaranties. A default in any of the terms and conditions of any other Obligations of UPI, LLC and/or the Personal Guarantors to the Bank shall constitute a default hereunder and under the Notes and Guaranties. All collateral pledged by UPI and/or LLC and held by the Bank regardless of the date upon which the security interest attached on or the date of the Notes or Guaranty which it secures, shall serve as security for the Notes and Guaranties.

7. CONDITIONS PRECEDENT TO INITIAL ADVANCE.

The obligation of the Bank to make the initial advance for the Loans shall be subject to the conditions precedent that the Bank shall have received on or before the day of such Loans each of the following, in form and substance satisfactory to the Bank and its counsel:

7.1 Execution of Notes. The Notes duly executed by the Obligors;

7.2 Evidence of UPI's Authority and Incumbency of Representatives. Certified (as of the date of this Agreement) copies of all corporate action taken by UPI, including resolutions of its Board of Directors, authorizing the execution, delivery, and performance of the Loan Documents to which it is a party and each other document to be delivered pursuant to this Agreement together with a certificate (dated as of the date of this Agreement) of the Clerk of UPI certifying the names and true signatures of the officers of UPI authorized to sign the Loan Documents to which it is a party and the other documents to be delivered by UPI under this Agreement;

7.3 Evidence of LLC's Authority and Incumbency of Members. Certified (as of the date of this Agreement) copies of all action taken by LLC, including resolutions of its Members, authorizing the execution, delivery, and performance of the Loan Documents to which it is a party and each other document to be delivered pursuant to this Agreement together with a resolution (dated as of the date of this Agreement) of the Members of LLC certifying the names and true signatures of the officers of LLC authorized to sign the Loan Documents to which it is a party and the other documents to be delivered by LLC under this Agreement;

7.4 Opinion. A favorable opinion of Bacon & Wilson, PC, counsel for the Obligors and the Personal Guarantors dated the date of the Loans as to such matters as the Bank may reasonably request;

7.5 Officer's and Manager Certificate, etc. The following statements shall be true and the Bank shall have received a certificate signed by a duly authorized officer and manager of UPI and LLC, respectively, dated the date of the Loans stating that:

a. The representations and warranties contained in Section 11 of this Agreement are correct on and as of the date of the Loans as though made on and as of such date; and

b. No Default or Event of Default has occurred and is continuing, or would result from the making of the Loans;

7.6 Other Related Documents. The Bank shall have received such other approvals, opinions, certificates or documents as the Bank may reasonably request;

7.7 Guaranties.

7.7.1 Guaranty of the Obligations of UPI. As additional security for the Revolving Loan, Term Loan, Demand Loan and the obligations of UPI pursuant to this Agreement, and as a condition to the Bank's obligation to make the aforesaid loans to UPI, all of the obligations of the UPI shall be absolutely and unconditionally guaranteed by LLC and the Personal Guarantors. LLC and Personal Guarantors shall, absolutely and unconditionally, guarantee to the Bank the prompt payment by UPI of all amounts due on account of or with respect to the Revolving Loan, Term Loan and Demand Loan and prompt performance by UPI of all other obligations to the Bank in connection with or arising out of the Revolving Loan, Term Loan and Demand Loan pursuant to the Guaranty. The Guaranty of LLC shall also be secured by the Mortgage on the Property.

7.7.2 Guaranty of the Obligations of LLC. As additional security for the Mortgage Loan and the Obligations of LLC pursuant to this Agreement, and as a condition to the Bank's obligation to make the Mortgage Loan, all of the Obligations of LLC shall be absolutely and unconditionally guaranteed by UPI and the Personal Guarantors. UPI and the Personal Guarantors shall, absolutely and unconditionally, guarantee to the Bank the prompt payment by LLC of all amounts due on account of or with respect to the Mortgage Loan and prompt performance by LLC of all other obligations to the Bank in connection with or arising out of the Mortgage Loan. The Guaranty of UPI shall also be secured by a (first) security interest in all tangible and intangible assets of UPI.

7.7.3 Special Provisions as to the Personal Guarantor's Guaranties. The Guaranties of the Personal Guarantors shall be secured by a pledge or pledges of various investment portfolios owned by the Personal Guarantors, pursuant to a Pledge, Control and Security Agreement (the "Pledge Agreement"). The aggregate amount of the stock portfolio pledged to the Bank will be valued on a monthly basis and must yield a minimum margin 70% of the outstanding balance of the Demand Loan. Any shortfall will require a cash pay down or the pledge of additional investments. The investment portfolios shall initially include Brown and Company (account number 80180554), Fidelity Investments (account number X08-005075 and T108185435) and the Japan Fund (account number 9962975083-6). The Pledge Agreement shall be in form and content reasonably acceptable to the Bank. This Pledge will not be required when the Demand Loan is fully paid (so long as the Demand Loan is not fully paid with any of the Revolving Loan proceeds).

7.8 Valid Mortgage and Assignments. LLC shall grant a Mortgage, together with various Collateral Assignments and documents required by the Bank on the Property to secure the Obligations. The Mortgage shall constitute a valid first lien on the Property therein described for the full amount then and theretofore advanced, free and clear of all liens and encumbrances

except as will appear in the title binder or policy or LLC's counsel's title report delivered at the time of the recording of the Mortgage or except as may be waived by the Bank. The status of title shall be duly reported to the Bank with opinion by LLC's counsel or counsel acceptable to the Bank, together with appropriate endorsement required by the title insurance policy;

7.9 Appraisal Fees. The Bank may reasonably require additional appraisal(s) to the Collateral and Property, including any portion thereof, at any time after an uncured Event of Default, the cost of such appraisal(s) shall be at the sole cost and expense of the Obligors;

7.10 Automatic Debit Agreement. The execution of an Automatic Debit Agreement by the Obligors in order for the principal and interest for the Loans to be automatically deducted at the Bank, on a monthly basis;

7.11 Other Related Documents. The Bank shall have received such other approvals, opinions, certificates or documents as the Bank may reasonably request, including without limitation:

7.11.1 A mortgagee's title insurance policy (the "Title Policy") in the total amount of the Mortgage Loan issued by the Title Company, satisfactory to the Bank, insuring or committing to insure that the Mortgage Loan is a valid first lien on the Property, free and clear of all defects and encumbrances except such as the Bank may approve, setting forth a description of the Premises, shall have attached thereto copies of all instruments which appear as exceptions in the policy, shall provide full coverage against mechanic's and materialman's liens, shall be without survey exception and shall contain a mortgagee's comprehensive, access, last dollar for the full amount of the Loans, survey and variable rate endorsement and such other endorsements as may be reasonably requested by the Bank;

7.11.2 A survey of the Premises by a registered engineer or surveyor sufficient to delete the survey exception on the Title Policy. If the survey discloses that all or any part of the Premises are in a flood hazard area, the Obligors shall be required to purchase flood insurance in the amount of the commitment or the maximum amount available, whichever is less, naming the Bank as loss payee;

7.11.3 The policies of casualty and property insurance required by the provisions of Section 12.5 herein; and

7.11.4 Final copies of the Purchase and Sale Agreement relating to LLC's purchase of the Property and the purchase of assets by UPI from the Seller;

7.12 Permits, Licenses and Approvals. Evidence that the Obligors have obtained all necessary licenses, permits and approvals in order to conduct and use the Property as intended;

7.13 Subordinated Debt. All debt owed to the Obligors to any third party shall be fully subordinated to the Loans; and

7.14 Maintenance of Business and Management. LLC and UPI shall at all times maintain its business operations and management in substantial similarity with those operations as they exist at the time of closing, unless otherwise consented to by the Bank.

8. PROMISE TO PAY.

The Obligors promise to pay:

8.1 Obligations. All Obligations of the Obligors to the Bank, including, but not limited to, the Obligations evidenced by the Notes of even date with interest at the rate set forth or in the manner determined in accordance with the aforesaid Notes;

8.2 Taxes. Any and all taxes, charges and expenses of every kind or description which are the Obligations of the Obligors, paid or incurred by the Bank with respect to the loans or financial accommodations made, the Property, or any Collateral therefor, or the collection or realization upon the same, together with interest thereon at the highest rate permitted by law; and

8.3 Tax Escrow. As required by the Bank, LLC shall pay to the Bank on the day monthly installments of interest are payable under the Mortgage Note, one-twelfth of the yearly taxes and assessments with respect to the Property.

9. SECURITY INTEREST GRANTED; COLLATERAL.

9.1 Security Interest Granted; Collateral of UPI. In consideration of one or more loans, or other financial accommodations made to UPI by the Bank, UPI hereby grants to the Bank a security interest in all of its tangible and intangible assets as more particularly described in Schedule A attached hereto, and in the products and proceeds thereof, and in all accessions and additions thereto, and in all replacement and substitutions therefor, including, without limitation, all trademarks, servicemarks, copyrights or other intellectual property owned by UPI all of which, whether now owned or hereafter acquired, shall be collectively referred to as the "UPI Collateral." This security interest is granted to secure payment and performance of all obligations provided herein and all future debts, liabilities, advances and other Obligations of UPI to the Bank, including its guaranty of LLC's Obligations.

9.2 Security Interest Granted; Collateral of LLC. In consideration of one or more loans, or other financial accommodations made to LLC by the Bank, LLC hereby grants to the Bank a security interest in certain tangible and intangible assets as more particularly described in Schedule B attached hereto, and in the products and proceeds thereof, and in all accessions and additions thereto, and in all replacement and substitutions therefor, including, without limitation, those used or usable in the operation of the Property, whether now owned or hereafter acquired, shall be collectively referred to as the "LLC Collateral." This security interest is granted to secure payment and performance of all obligations provided herein and all future debts, liabilities, advances and other Obligations of LLC to the Bank. Where applicable, LLC Collateral shall also mean "Collateral" as defined in the Mortgage executed by LLC in favor of the Bank. The Mortgage and Collateral Assignment are also hereby executed simultaneously herewith in order to secure payment and performance of all of LLC's Obligations without

limitation and all future debts, liabilities, advances and other Obligations of LLC to the Bank, including its guaranty of UPI's Obligations.

"UPI Collateral" and "LLC Collateral" are hereinafter collectively referred to as the "Collateral."

10. THE BANK AS THE OBLIGORS' ATTORNEY.

Upon the occurrence and continuance of an Event of Default, the Obligors hereby irrevocably appoint the Bank the true and lawful attorney of the Obligors with full power of substitution, coupled with an interest, in the name of the Bank but at the sole expense of the Obligors, (a) to demand, collect, receive payment of, receipt for, settle, compromise or adjust, and give discharges and releases in respect of the Obligors' accounts receivable (the "Accounts Receivable"); (b) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Accounts Receivable or any of them and to enforce any other rights in respect thereof or in respect of the goods which have given rise thereto; (c) to defend any suit, action or proceeding brought against the Obligors in respect of any Account Receivable or the goods which have given rise thereto; (d) to settle, compromise or adjust any suit, action or proceeding described in clause (b) or (c) above and, in connection therewith, to give such discharges or releases as the Bank may deem appropriate; (e) to endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing or securing the Accounts Receivable or any of them; (f) to receive, open and dispose of all mail addressed to the Obligors to such address, care of the Bank, as the Bank may designate; and (g) generally to sell, assign, transfer, pledge, make any agreement in respect of or otherwise deal with an Account Receivable, the Collateral or the goods which have given rise thereto as fully and completely as though the Bank were the absolute owner thereof for all purposes. The powers conferred on the Bank by this Agreement are solely to protect the interest of the Bank and shall not impose any duty upon the Bank to exercise any such power, and if the Bank shall exercise any such power, it shall be accountable only for amounts that it actually receives as a result thereof and shall not be responsible to the Obligors except for willful misconduct or gross negligence. The Bank shall be under no obligation to take steps necessary to preserve rights in any Collateral against prior parties but may do so at its option. The Bank may at its option transfer at any time to itself or to its nominee any securities held as Collateral hereunder and receive the income thereon and hold the same as Collateral hereunder and may at any time notify the Account Debtors on any Accounts Receivable or the obligor on any other Collateral of the Bank's security interest therein and instruct such Account Debtors and Obligors to make all future payments thereon to the Bank. At its option, the Bank may discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject, and may, upon the failure of either of the Obligors to do so, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and the Obligors agree to reimburse the Bank on demand for any reasonable payments made or expenses incurred by the Bank pursuant to the foregoing authorization, and authorizes the Bank to charge the Loan Account for the amount of such payments or expenses. The Bank may at any time take control of any proceeds of Collateral to which the Bank is entitled hereunder or under applicable law.

11. REPRESENTATIONS AND WARRANTIES OF THE OBLIGORS.

To induce the Bank to enter into this Agreement, the Obligors represent and warrant as follows:

11.1 Corporate Existence; Authority; Standing of UPI. UPI is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. UPI has full corporate power to own its properties and conduct its business as now conducted, and to enter into and perform this Agreement. UPI is in good standing in each jurisdiction in which the failure to qualify would have a material, adverse effect upon its financial condition, business or properties. The execution and delivery of this Agreement, the Notes, its guaranty, and all related documents has been duly authorized and evidence valid and binding obligations of UPI, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles.

11.2 Limited Liability Company Existence; Authority; Standing of LLC. LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. LLC has full corporate power to own its properties and conduct its business as now conducted, and to enter into and perform this Agreement. LLC is in good standing in each jurisdiction in which the failure to qualify would have a material, adverse effect upon its financial condition, business or properties. The execution and delivery of this Agreement, the Notes and all related documents has been duly authorized and evidence valid and binding obligations of LLC, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles.

11.3 Legally Enforceable Agreement. This Agreement is, and each of the other Loan Documents when delivered under this Agreement will be, legal, valid, and binding obligations of the Obligors in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally or by general equitable principles.

11.4 Title of Assets and Collateral; Priority of Security Interest. Subject to Permitted Liens and subject to minor imperfections which do not affect value, the Obligors have good and marketable title to, or valid leasehold interests in, all material properties and assets used in its business, real and personal, and, specifically, to all of the Collateral and the Obligors will defend the title to the Collateral against all persons and against all claims and demands whatsoever, and the Obligors shall keep the Collateral subject to no future lien, encumbrance or charge. The security interest granted hereby constitutes a valid first lien encumbrance, subject to only those Permitted Liens and those security interests shown in Section 13.

11.5 Labor Disputes and Acts of God. As of the date of this Agreement, neither the business nor the properties of the Obligors are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the

public enemy, or other casualty (whether or not covered by insurance), materially and adversely affecting such business or properties or the operation of the Obligors.

11.6 Other Agreements. The Obligors are not a party to any indenture, loan or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect upon its business, properties or financial condition of the Obligors, or the ability of the Obligors to carry out its obligations under the Loan Documents to which it is a party. The Obligors are not in default in any material respect in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions contained in any agreement or instrument material to its business to which it is a party.

11.7 Litigation. There is no pending or threatened action or proceeding against the Obligors before any court, governmental agency, or arbitrator, which, if adversely determined in any one case or in the aggregate, materially adversely affect the financial condition, properties, or business of the Obligors taken as a whole or the ability of the Obligors to perform their respective obligations under the Loan Documents to which either is a party. The Obligors further covenant that they are not a party to any pending lawsuits.

11.8 No Defaults. The Obligors have satisfied all judgments, and are not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court, arbitrator, or Federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign which would have a material adverse effect on the Obligors' financial condition, properties or business.

11.9 Operation of Business. The Obligors each possess all material licenses, permits, franchises, patents, copyrights, trademarks, and trade names, or rights thereto, to conduct its respective businesses substantially as now conducted and as presently proposed to be conducted, and the Obligors are not in material violation of any valid rights of others with respect to any of the foregoing.

11.10 Taxes. The Obligors have filed all tax returns (Federal, state, and local) required to be filed and paid all taxes, assessments, and governmental charges and levies thereon to be due, including interest and penalties.

11.11 Environment. The Obligors have duly complied with, and its business, operations, assets, equipment, property, leaseholds, or other facilities are in substantial compliance with, the provisions of all Federal, state, and local environmental, health, and safety laws, codes and ordinances, and all rules and regulations promulgated thereunder. The Obligors have been issued and will maintain all required Federal, state, and local permits, licenses, certificates, and approvals relating to (1) air emissions; (2) discharges to surface water or groundwater; (3) noise emissions; (4) solid or liquid waste disposal; (5) the use, generation, storage, transportation, or disposal of toxic or hazardous substances or wastes (intended hereby and hereafter to include any and all such materials listed in any Federal, state, or local law, code or ordinance, and all rules and regulations promulgated thereunder as hazardous or potentially hazardous); or (6) other environmental, health, or safety matters. The Obligors have not received

notice of, nor know of, facts which constitute any violations of any Federal, state, or local environmental, health, or safety laws, codes or ordinances, and any rules or regulations promulgated thereunder with respect to its businesses, operations, assets, equipment, property, leaseholds, or other facilities. Except in accordance with a valid governmental permit, license, certificate, or approval, there has been no emission, spill, release, or discharge into or upon (1) the air; (2) soils; (3) surface water or groundwater; or (4) the sewer, septic system or waste treatment, storage or disposal system servicing the premises, of any toxic or hazardous substances or wastes at or from the premises; and, to the Obligors' best knowledge, accordingly the premises of the Obligors is substantially free of all such toxic or hazardous substances or wastes. There has been no complaint, order, directive, claim, citation, or notice of potential or actual violation by any governmental authority or any person or entity with respect to (1) air emissions; (2) spills releases, or discharges to soils or improvements located thereon, surface water, groundwater or the sewer, septic system or waste treatment, storage or disposal systems servicing the premises; (3) noise emissions; (4) solid or liquid waste disposal; (5) the use, generation, storage, transportation, or disposal of toxic or hazardous substances or waste; or (6) other environmental, health, or safety matters affecting the Obligors or its business, operations, assets, equipment, property, leaseholds, or other facilities. The Obligors have no knowledge that it has any indebtedness, obligation, or liability, absolute or contingent, matured or not matured, with respect to the storage, treatment, cleanup, or disposal of any solid wastes, hazardous wastes, or other toxic or hazardous substances (including without limitation any such indebtedness, obligation, or liability with respect to any current regulation, law, or statute regarding such storage, treatment, cleanup, or disposal).

12. AFFIRMATIVE COVENANTS.

So long as any Obligation shall remain unpaid or unperformed, each Obligor will:

12.1 Maintenance of Existence. Preserve and maintain its corporate existence and good standing in the jurisdiction of its incorporation, and qualify and remain qualified as a foreign corporation in each jurisdiction in which the failure of which to qualify would have a material adverse effect on its financial condition, business or properties.

12.2 Maintenance of Records. Keep adequate records and books of account, in which complete entries will be made in accordance with GAAP consistently applied, reflecting all financial transactions of the Obligors required to be reflected herein by GAAP.

12.3 Maintenance of Properties. Maintain, keep, and preserve all of its material properties (tangible and intangible) necessary or useful in the lawful and ordinary conduct of its business in good working order and condition, ordinary wear and tear excepted.

12.4 Conduct of Business. Continue to engage in an efficient and economical manner in a business of the same general type as conducted by it on the date of this Agreement, unless otherwise consented to by the Bank, which consent will not be unreasonably withheld.

12.5 Maintenance of Insurance. Obtain and maintain, at the Obligors' expense, insurance with financially sound and reputable insurance companies or associations in such

amounts and covering such risks as are usually carried by companies engaged in the same or a similar business and similarly situated, which insurance shall provide so-called "all-risk" casualty and property damage as well as personal liability insurance including extended coverage, all in amounts of property and casualty insurance and with insurance carriers reasonably approved by the Bank. In no event shall the amounts of property and casualty insurance be less than (i) the lesser of (x) the appraised value of the insurable collateral, or (y) the full face amount of the Loans, and (ii) whatever amounts are necessary to avoid any co-insurance provision therein. Coverage included in the policy or policies insuring the Collateral and the Property shall not be less than that encompassed by fire, extended coverage, vandalism and malicious mischief, with perils broadened to include so-called "all risk of physical loss". All policies will contain a secured party clause or endorsement (waiving defenses the insurer may have against the Obligors with respect to any claims for the benefit of the Bank) and will provide that the Bank is (first) mortgagee, loss payee and additional insured and will also provide for a twenty (20) day advance written notice to the Bank of any policy cancellation or material modification or change.

The policy shall further provide for a minimum of twelve (12) months rental loss/business interruption coverage as its relates to the Property.

General liability insurance coverage must provide a minimum of \$2 Million per incident and \$2 Million in the aggregate with the Bank named as "Additional Insured."

A copy of the full insurance policy must be submitted to Bank at closing.

Co-Insurance will not be allowed.

A standard fire and extended coverage policy with respect to the assets serving as collateral, in an amount at least equal to the full replacement cost thereof shall be provided by the Obligors for the Bank.

12.6 Compliance With Laws. Comply in all material respects with all applicable laws, rules, regulations, and orders, such compliance to include, without limitations, paying before the same become delinquent all taxes, assessments, and governmental charges imposed upon it or upon its property; the failure of which would have a material adverse effect on the Obligors' properties, financial condition, or business. Notwithstanding the foregoing, the Obligors shall have the right to diligently contest such taxes, assessments and/or governmental charges as such may arise, but so long as the Obligors remain in compliance with the financial covenants enumerated in Section 14.

12.7 Right of Inspection. From time to time upon reasonable notice, the Obligors shall permit the Bank or any agent or representative thereof to examine the Collateral and the records and books of account of the Obligors and make copies of and abstracts from the records and books of account of, and visit the properties of, the Obligors and to discuss the affairs, finances, and accounts of the Obligors with any of its officers and directors and independent accountants, so long as such inspections and visits will not unreasonably interfere with the Borrower's or its tenants' business operations.

12.8 Environment. Be and remain in substantial compliance with the provisions of all federal, state, and local environmental, health, and safety laws, codes and ordinances, and all rules and regulations issued thereunder; notify the Bank immediately of any notice of an unpermitted discharge of hazardous material or environmental complaint received from any governmental agency or any other party; notify the Bank immediately of an unpermitted discharge of hazardous material from or affecting its premises reportable to any state or federal regulatory agency; immediately contain and remove the same, in compliance with all applicable laws; promptly pay any fine or penalty assessed in connection therewith, except such assessments as are being contested in good faith, against which adequate reserves have been established; permit the Bank to inspect the premises, to conduct tests thereon, and to inspect all books, correspondence, and records pertaining thereto; and at the Bank's request, and at the Obligors' expense, provide a report of a qualified environmental engineer, reasonably satisfactory in scope, form, and content to the Bank, and such other and further assurances reasonably satisfactory to the Bank that the condition has been corrected.

12.9 Place of Business. Promptly notify the Bank in writing of any addition to, change in, or discontinuance of its place of business as shown in this subsection. The Obligors have its chief executive offices and principal place of business at 77 Servistar Industrial Way, Westfield, Massachusetts.

12.10 Location of Collateral. Keep all of the Collateral including all records of accounts and contract rights at its place of business referred to in Section 12.9 above.

12.11 Taxes and Assessments. Pay or cause to be paid all taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral, or for which Obligors are liable when due, except as it, in good faith and by appropriate proceedings, shall be contesting the validity or the amount thereof, and against which adequate reserves have been established. In the event that the Obligors fail to pay such taxes, assessments, costs and expenses which Obligors are required to pay, or in the event that the Obligors fail to keep the Collateral and Property free from other security interests, liens or encumbrances (subject to other provisions hereof, including Permitted Liens and debt referenced in Section 13), the Bank may (but shall not be required to) pay any such taxes, assessments, costs and expenses, and any amounts so paid shall constitute additional indebtedness secured hereby. The Obligors agree that during each and every fiscal year it shall accrue all current tax liabilities, required withholding of income taxes of employees, and required Social Security and unemployment contributions, and pay the same when they shall become due, except such liabilities as are being contested in good faith, against which adequate reserves have been established. The Obligors further represent and warrant that they have paid all such tax liabilities currently that the failure to pay would have a material and adverse effect on its financial condition, business and properties.

12.12 Principal Depository. The Obligors shall maintain their primary operating and checking and corporate savings/money market accounts at the Bank.

12.13 Additional Payments. Promptly pay the Bank, upon its reasonable demand, such amount as will compensate the Bank for any such additional cost (which determination may be

based upon the Bank's reasonable allocation of the aggregate of such costs) resulting if the Bank shall reasonably deem applicable to this Agreement or the Notes (including, in each case, the borrowed and the unused portion thereof) any requirement of any law of the United States of America, any regulation, order, interpretation, ruling or official directive or guideline (whether or not having the force of law) of the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, the Federal Deposit Insurance Corporation or any other board or governmental or administrative agency of the United States of America which shall impose, increase, modify or make applicable thereto or cause to be included in, any reserve, special deposit, calculation used in the computation of regulatory capital standards, assessment or other requirement which imposes on the Bank any cost that is attributable to the maintenance thereof. In the event any such additional cost is a continuing cost, a fee payable to the Bank may be imposed upon the Obligors periodically for so long as any such additional cost is deemed applicable to the Bank, in an amount determined by the Bank to be reasonably necessary to compensate the Bank for any such additional cost.

12.14 Maintenance of Collateral and Property. Maintain the Collateral and Property, or such portion of the Collateral and Property which is tangible property, in good condition and repair, ordinary wear and tear excepted, and, other than in the ordinary course of business, will not cause the property to be wasted or destroyed in any manner, and will not to the best of the Obligors' knowledge use the Collateral and Property in violation of any provisions of this Agreement, of any applicable statute, regulation or ordinance, or of any policy insuring the Collateral and Property if such use would have a material and adverse effect on the Obligors' financial condition, business or properties.

12.15 Maintenance of Business and Management. The Obligors shall at all times maintain their business operations and management in substantial similarity with those operations as they exist at the time of closing, unless otherwise consented to by the Bank.

12.16 Subordination. All debt owed by the Obligors to any third party shall be fully subordinated to the Loans.

13. NEGATIVE COVENANTS.

So long as any Note shall remain unpaid or any credit accommodation remains in effect hereunder, the Obligors will not:

13.1 Liens. Create, incur, assume, or suffer to exist, any Lien upon or with respect to any of its properties, now owned or hereafter acquired, except:

- a) Liens in favor of the Bank;
- b) Liens for taxes or assessments or other government charges or levies if not yet due and payable or, if due and payable, if they are being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained;

- c) Liens imposed by law, such as mechanics', materialmen's, landlords', warehousemen's, and carriers' Liens, and other similar Liens, securing obligations incurred in the ordinary course of business which are not past due for more than fifteen (15) days or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established;
- d) Liens under workers' compensation, unemployment insurance, Social Security, or similar legislation;
- e) Liens, deposits, or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), leases (permitted under the terms of this Agreement), public or statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds, or other similar obligations arising in the ordinary course of business; and/or
- f) Judgment and other similar Liens arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings.

(a) through (f) inclusive, are hereinafter referred to as Permitted Liens.

13.2 Debt. Create, incur, assume, or suffer to exist, any Debt, except:

- 13.2.1 Debt of the Obligors under this Agreement or the Notes, of even date;
- 13.2.2 Debt of the Obligors subordinated on terms satisfactory to the Bank to the Obligors' Obligations under this Agreement and the Notes;
- 13.2.3 Debt of the Obligors secured by purchase-money liens permitted herein;
- 13.2.4 Debt to normal and usual trade creditors; and/or
- 13.2.5 Debt of any company subsequently acquired by the Obligors and existing on day of acquisition if such terms of acquisition and debt are reasonably satisfactory to the Bank.

13.3 Mergers and Sale of Assets. Merge with, become merged into, consolidate with or otherwise recapitalize with any other corporation or entity unless the Obligors are the surviving entities and such merger, consolidation or other recapitalization would not cause a default under any of the documents executed in connection with the loan, nor will the Obligors

sell, lease, assign, transfer or otherwise dispose of, other than in the ordinary course of business, all or any material portion of its assets, now or hereafter acquired (except for assets which are, from a liquidation value standpoint, obsolete), except with permission of the Bank. Notwithstanding the foregoing, the Obligors may: (1) sell, lease, assign, transfer, or otherwise dispose of inventory disposed of in the ordinary course of business; or (2) sell or otherwise dispose of assets no longer used or useful in the conduct of its business.

13.4 No Loans or Investments. The Obligors shall make no loans to or investments in any individual or business entity, without the prior approval of the Bank, which approval will not be unreasonably withheld, other than:

- 13.4.1 evidences of indebtedness issued or guaranteed by the United States of America which have a maturity date of not more than one year from the date of acquisition;
- 13.4.2 certificates of deposit, notes, acceptances and repurchase agreements having a maturity of not more than one year from the date of acquisition;
- 13.4.3 accounts in any money market mutual fund (e.g., no equities or bonds) having total assets in excess of \$250,000,000.

13.5 Guaranties, Etc. Assume, guaranty, endorse, or otherwise be or become directly or contingently responsible or liable, (including, but not limited to, an agreement to purchase any obligation, stock, assets, goods, or services, or to supply or advance any funds, assets, goods, or services, or an agreement to maintain or cause such Person to maintain a minimum working capital or net worth, or otherwise to assure the creditors of any Person against Loss) for obligations of any Person, except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business.

14. FINANCIAL COVENANTS.

So long as any Note shall remain unpaid or any credit accommodation remains in effect hereunder, the Obligors and the Personal Guarantors, as the case may be, will furnish to the Bank:

14.1 UPI's Financial Reporting.

14.1.1 Annually. UPI shall provide the Bank with one hundred eighty (180) days at the end of its fiscal year, with the review quality financial statements of UPI including the balance sheet of UPI as of the end of such year and statements of earnings and changes in financial position of UPI for such year, in reasonable detail, setting forth in each case in comparative form the corresponding figures for the preceding year, prepared in accordance with generally accepted accounting principals consistently applied and certified by UPI's independent public accountants acceptable to the Lender.

14.1.2 Monthly. An internally-prepared financial statement, including accounts payable and receivable, shall be delivered by UPI to the Bank within 21 days of each month.

14.2 LLC's Financial Reporting. The LLC shall provide the Bank with a copy of its previous year's federal tax returns within one hundred eighty (180) days of each calendar year end.

14.3 Personal Guarantors' Financial Statements; Tax Returns. The Personal Guarantors shall each provide the Bank with their updated Personal Financial Statements as well as copies of their previous year's personal federal tax returns within one hundred eighty (180) days of each calendar year end.

14.4 Accountant's report. Simultaneously with the delivery of the annual financial statements referred to in Section 14.1, a certificate of the independent public accountants who prepared such statements to the effect that, in making the examination necessary for the preparation of such statements, they have obtained no knowledge of any condition or event which constitutes a Default or Event of Default, or if such accountants shall have obtained knowledge of any such condition or event, specifying in such certificate each such condition or event of which they have knowledge and the nature and status thereof;

14.5 Notice of Litigation. Promptly after the commencement thereof, notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the Obligors which, if determined adversely to the Obligors could have a material adverse effect on the financial condition, properties, or operations of the Obligors;

14.6 Notice of Defaults and Events of Default. As soon as possible and in any event within five (5) days after which an officer of the Obligors knows or reasonably should have known of the occurrence of each Default or Event of Default, a written notice setting forth the details of such Default or Event of Default and the action which is proposed to be taken by the Obligors with respect thereto;

14.7 General Information. Such other information respecting the condition or operations, financial or otherwise, of the Obligors, the Personal Guarantors, the Collateral or the Property as the Bank may from time to time reasonably request.

15. EVENTS OF DEFAULT.

If any of the following events shall occur:

15.1 The Obligors shall fail to pay the principal of, or interest on, the Notes within ten (10) days from when due and payable;

15.2 Any representation or warranty made or deemed made by the Obligors in this Agreement or which is contained in any certificate, document, opinion, or financial or other statement furnished at any time under or in connection with any Loan Document shall prove to

have been incorrect, incomplete, or misleading in any material respect on or as of the date made or deemed made;

15.3 The Obligors shall fail to perform or observe any term, covenant, or agreement contained herein or in any other Loan Document within thirty (30) days of notice of such failure (other than failure under Section 15.1 or 15.2 above for which no notice is required);

15.4 Any default on the part of any Obligor shall exist, and shall remain unwaived or uncured beyond the expiration of any applicable notice and/or grace period, under any note, contract, agreement or understanding now existing or hereafter entered into with or for the benefit of the Bank in any capacity or capacities;

15.5 Except as provided herein, dissolution, merger or consolidation of any of the Obligors;

15.6 Material uninsured loss or theft, substantial damage or destruction, unauthorized sale or encumbrance to or of any material amount of the Collateral in excess of reasonably expected recoveries under insurance policies;

15.7 Unauthorized sale, pledge or encumbrance of any Collateral and/or Property;

15.8 Failure by the Obligors (a) to pay any indebtedness for borrowed money (other than as evidenced by the Notes) of the Obligors as the case may be, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise), or (b) to perform or observe any term, covenant, or condition on its part to be performed or observed under any agreement or instrument relating to any such indebtedness, when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate;

15.9 The Obligors or any of the Personal Guarantors shall become Insolvent;

15.10 One or more judgments, decrees, or orders for the payment of money in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate shall be rendered against the Obligors and such judgments, decrees, or orders shall continue unsatisfied and in effect for a period of twenty (20) consecutive days without being vacated, discharged, satisfied, or stayed or bonded pending appeal;

15.11 The death or legal incapacity of Jack;

15.12 This Agreement shall at any time after its execution and delivery and for any reason cease (a) to create a valid and perfected first or second, as the case may be, priority security interest in and to the property purported to be subject to this Agreement; or (b) to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by the Obligors, or the Obligors shall deny it has any further liability or obligation under this Agreement;

15.13 If any federal, state, or local agency asserts or creates a Lien upon any or all of the assets, equipment, property, leaseholds, or other facilities of the Obligors by reason of the occurrence of an unpermitted discharge or an environmental complaint; or if any federal, state, or local agency asserts a claim against the Obligors and/or its assets, equipment, property, leaseholds, or other facilities for damages or cleanup costs relating to such a hazardous discharge or an environmental complaint; provided, however, that such claim shall not constitute a default if, within ten (10) Business Days of the occurrence giving rise to the claim, (a) the Obligors can prove to the Bank's satisfaction that the Obligors has commenced and is diligently pursuing either; (i) a cure or correction of the event which constitutes the basis for the claim, and continues diligently to pursue such cure or correction to completion or (ii) proceedings for an injunction, a restraining order, or other appropriate emergency relief preventing such agency or agencies from asserting such claim, which relief is granted within twenty-one (21) Business Days of the occurrence giving rise to the claim and the injunction, order, or emergency relief is not thereafter resolved or reversed on appeal; and (b) in either of the foregoing events, the Obligors has posted a bond, letter of credit, or other security satisfactory in form, substance, and amount to both the Bank and the agency or entity asserting the claim to secure the proper and complete cure or correction of the event which constitutes the basis for the claim;

then, and in any such event, the Bank may, notwithstanding any time or credit allowed by any instrument evidencing a liability, without notice or demand declare the outstanding Notes, all interest thereon, and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Notes, all such interest, and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Obligors. Upon the occurrence and during the continuance of any Event of Default, the Bank is hereby authorized at any time and from time to time, without notice, to exercise any or all of its rights and remedies described in Section 16 below.

16. RIGHTS AND REMEDIES.

In addition to declaring immediately due and payable all amounts represented by the Obligor's Loan Account, together with any and all additional charges added thereto, the Bank shall, upon the occurrence of any of the above-described Events of Default after any applicable period of cure, have the following rights and remedies:

16.1 The Bank may at any time enter upon the property of the Obligors and remain upon such property for so long as is reasonably necessary without being liable, unless due to the Bank's gross negligence or willful misconduct, for any prosecution or damage therefor, and take complete peaceful possession of the Collateral and remove same at the election of the Bank;

16.2 The Bank may exercise all the rights and remedies of a secured party under the Uniform Commercial Code of The Commonwealth of Massachusetts (M.G.L. c. 106). The Bank may at any time, in its discretion, transfer any securities or other property constituting Collateral into its own name or that of its nominee, and receive the income thereon and hold the same as security for liabilities, or apply it to principal or interest due on liabilities;

16.3 The Bank may enforce the provisions of this Agreement by legal proceedings for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate, legal or equitable remedy, and may recover damages caused by any breach by the Obligors of the provisions of this Agreement, including court costs, reasonable attorneys' fees, and other costs and expenses incurred in enforcing the Obligations of this Agreement or the notes referred to above;

16.4 The Bank may declare all Obligations immediately due and payable, without presentment, demand, protest, hearing or notice of any kind and exercise the remedies of a secured party afforded by the Uniform Commercial Code and other applicable law or by the terms of any agreement between Obligors and the Bank; and

16.5 The Bank, to the extent Borrower could legally do so, may use all trademarks, service marks, trade names, trade styles, logos, goodwill, trade secrets, franchises, licenses and patents which Borrower now has or may hereafter acquire, including the following rights:

- (a) the rights in said marks, name, styles, logos and goodwill acquired by the common law of the United States or of any state thereof or under the law of any foreign nation, organization, or subdivision thereof;
- (b) the rights acquired by registrations of said marks, names, styles and logos under the statute of any foreign country, or the United States, or any state or subdivision thereof;
- (c) the rights acquired in each and every form of said mark, name, style and logo as used by the Borrower notwithstanding that less than all of such form would be registered and notwithstanding the form of said mark, name and style;
- (d) the right to use or license any party to the use of all or any of said marks, names, styles, logos and goodwill in connection with the sale of goods and/or the rendering of services in the conduct of services advertising, promotion and the like anywhere in the world;
- (e) the right to prosecute pending trademark applications for foreign or domestic registration (federal or state) of any of said marks, names, styles or logos.

17. DEPOSITS.

Any and all deposits or other sums at any time credited by or due from the Bank to the Obligors, and any securities or other property of the Obligors being held by the Bank or on account of the Obligors, may at all times be held and treated as Collateral for any and all obligations of the Obligors to the Bank, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising. The Bank may apply or set-off such deposits

or other sums against any obligations during the continuance of an Event of Default, whether or not said obligations or other security held by the Bank is considered by the Bank to be adequate. The Bank, during the continuance of an Event of Default of this Agreement, may sell any such securities or other property held as Collateral for the repayment or performance of such obligations in a commercially reasonable manner.

18. WAIVERS.

The Obligors waive demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered, or any action taken in reliance hereon, and all other demands and notice of any description. With respect to liabilities and Collateral, the Obligors assent to any extension or postponement of the time of payment or any other indulgence to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement thereof, all in such manner and at such time or times as the Bank may deem advisable. The Bank shall have no duty as to the collection of Collateral beyond reasonable care and protection, or any income thereon, nor as to the preservation of rights against prior parties, or as to the preservation of any rights pertaining thereto beyond the safe custody thereof. The Bank may exercise its rights with respect to Collateral without resorting or regard to other Collateral or sources of reimbursement for liability. The Bank shall not be deemed to have waived any of its rights upon or under liabilities or Collateral, unless such waiver be in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Bank on liabilities or Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

19. MISCELLANEOUS.

19.1 Uniform Commercial Code Applicable. To the extent applicable, the Uniform Commercial Code of The Commonwealth of Massachusetts shall govern the security interest provided for herein. In connection therewith, the Obligors shall take such steps and execute and deliver such financing statements and other papers as the Bank may from time to time request. If, by reason of location of Collateral or otherwise, the creation, validity or perfection of the security interest provided for herein are governed by the law of a jurisdiction other than Massachusetts, the Obligors shall take such steps and execute and deliver such papers as the Bank may from time to time request to comply with the Uniform Commercial Code and such other laws of other states as are appropriate.

19.2 Amendments, Etc. No amendment, modification, termination, or waiver of any provision of any Loan Document to which the Obligors are a party, nor consent to any departure by the Obligors from any Loan Document to which either is a party, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19.3 Notices, Etc. All notices and other communications provided for under this Agreement and under the other Loan Documents to which the Obligors are a party shall be in writing (including telegraphic, telex, and facsimile transmissions) and mailed or transmitted or delivered:

if to UPI, at its address at:

77 Servistar Industrial Way
Westfield, MA 01085
Attention: Jack Chak-Ki Fu

if to Jack or May, at their address at:

5 Colts Drive
Holmdel, NJ 07733

all with a copy to:

Philip R. Smith
Bacon & Wilson, P.C.
Chapel Street
Westfield, MA 01085

and if to the Bank, at its address at:

141 Elm Street
Westfield, MA 01085
Attention: Allen J. Miles, III, Vice President

with a copy to:

Paul M. Maleck, Esq.
Doherty, Wallace, Pillsbury & Murphy, P.C.
One Monarch Place, 19th Floor
Springfield, MA 01144

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. Except as is otherwise provided in this Agreement, all such notices and communications shall be effective when deposited in the mails or delivered to the telegraph company, or sent, answerback received, respectively, addressed as aforesaid.

19.4 No Waiver. No failure or delay on the part of the Bank in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided

herein are cumulative and are not exclusive of any other rights, powers, privileges, or remedies, now or hereafter existing, at law or in equity or otherwise.

19.5 Survival. All representations, warranties, covenants, and agreements contained herein shall survive the execution and delivery of this Agreement, the Notes and any other agreements or documents required for this transaction and shall continue in force until the Loans are no longer outstanding.

19.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Obligors and the Bank and their respective successors and assigns, except that the Obligors may not assign or transfer any of its rights under any Loan Document to which the Obligors are a party without the prior written consent of the Bank.

19.7 Costs, Expenses, and Taxes. The Obligors agree to pay on demand all costs and expenses, incurred by the Bank in connection with the preparation, execution, delivery, filing, and administration of the Loan Documents, and of any amendment, modification, or supplement to the Loan Documents, including, without limitation, bank audit fees, the fees and out-of-pocket expenses of counsel for the Bank incurred in connection with advising the Bank as to its rights and responsibilities hereunder. The Obligors agree to pay all such costs and expenses, including court costs, incurred in connection with enforcement of the Loan Documents, or any amendment, modification, or supplement thereto, whether by negotiation, legal proceedings, or otherwise. In addition, the Obligors shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of any of the Loan Documents and the other documents to be delivered under any such Loan Documents, and agree to hold the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees. This provision shall survive termination of this Agreement.

19.8 Integration. Except as provided in Section 19.14, this Agreement and the Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto.

19.9 Indemnity. The Obligors hereby agree to defend, indemnify, and hold the Bank harmless from and against any and all claims, damages, judgments, penalties, costs, and expenses (including reasonable attorney fees and court costs now or thereafter arising from the aforesaid enforcement of this clause) arising directly or indirectly from the activities of the Obligors, their predecessors in interest, or third parties with whom they have a contractual relationship, or arising directly or indirectly from the violation of any environmental protection, health, or safety law, whether such claims are asserted by any governmental agency or any other person except for those arising from gross negligence or intentional misconduct caused by Bank. This indemnity shall survive termination of this Agreement.

19.10 Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, (except for conflict of law principles) the laws of The Commonwealth of Massachusetts.

19.11 Severability of Provision. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.


19.12 Captions, Counterparts and Modifications. The captions of this Agreement are for convenience only and shall not affect the construction hereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but may not be terminated or modified orally.

19.13 Jury Trial Waiver. THE BANK AND THE OBLIGORS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN DOCUMENTS. NO OFFICER OF THE BANK HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.


19.14 Commitment Letter. The Commitment Letter by and between the Bank, the Obligors and the Personal Guarantors dated February 15, 2001 as Restated March 2, 2001 is incorporated herein by reference and made a part hereof except that to the extent that there is any inconsistency between the terms and provisions of the Commitment Letter and the balance of the terms and provisions of this Agreement, then the balance of the terms and provisions of this Agreement, exclusive of the Commitment Letter, shall govern.

THIS AGREEMENT INTENTIONALLY ENDS HERE
EXCEPT FOR SIGNATURE PAGE AND SCHEDULES A AND B

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement the day and year first above written.




Witness

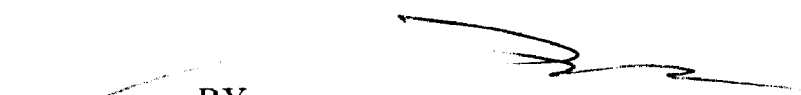


Witness


UNITED PASTA INC.


By: _____
Its President,
JACK CHAK-KI FU

JMF REALTY LLC


BY: _____
Its Manager,
JACK CHAK-KI FU

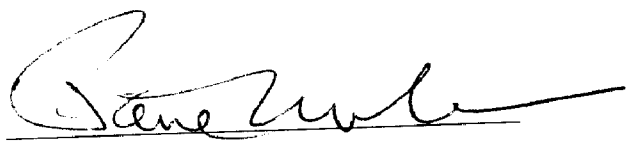
PERSONAL GUARANTORS,
JACK CHAK-KI FU
MAY MEI-CHUN FU




Jack Chak-Ki Fu, Individually

May Mei-Chun Fu, Individually


THE BANK:
WESTFIELD BANK



Witness



By: _____
Its Vice President,
ALLEN J. MILES III


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement the day and year first above written.



Witness


UNITED PASTA INC.


By: _____
Its President,
JACK CHAK-KI FU




Witness

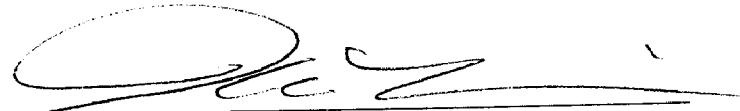
JMF REALTY LLC


BY: _____
Its Manager,
JACK CHAK-KI FU

PERSONAL GUARANTORS,
JACK CHAK-KI FU
MAY MEI-CHUN FU

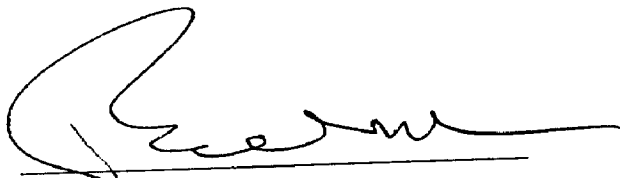


Jack Chak-Ki Fu, Individually

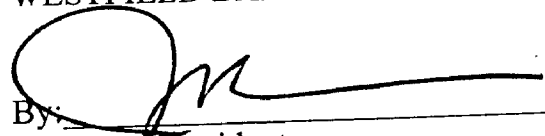


May Mei-Chun Fu, Individually

THE BANK:
WESTFIELD BANK



Witness


By: _____
Its Vice President,
ALLEN J. MILES III

Schedule "A"
UPI Collateral

a. All goods, fixtures, inventory, furnishings, equipment, machinery, chattels, accounts, accounts receivables, documents, instruments, chattel property and general intangibles now owned or hereafter acquired by the Debtor, including trademark reg. no. 695759 and copyright no. VA861-898; all renewals or replacements thereof, articles in substitution thereof and parts therefor; all proceeds and profits thereof, including insurance proceeds; and all of the estate, right, title and interest of the Debtor; wherever located, in and to all personal property of any nature whatsoever, now owned or hereafter acquired.

Nothing contained herein, however, shall obligate the Secured Party to perform any obligations of the Debtor unless it so chooses.

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 on all of the premises where the Debtor now or hereafter conducts its business (the "Premises"), or any part thereof with the right to receive and apply the same to the obligations of the Debtor to the Secured Party, and the Secured Party may demand, sue for and recover such payments but shall not be required to do so.

c. All judgements, 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 other personal property of the Debtor which constitutes equipment or other goods located at the Premises or any part thereof.

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

Schedule B
LLC Collateral

a. All of the Debtor's right, title and interest in and to all buildings, structures and other improvements, now or hereafter located at the premises known as **77 Servistar Industrial Way, Westfield, Massachusetts** (the "Premises"), all privileges and other rights now or hereafter made appurtenant thereto including, without limitation, all right, title and interest of the Debtor 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, apparatus, equipment and machinery upon or concerning the Premises, including without limitation, all building material, supplies, equipment and other personal property now or hereafter delivered to the Premises and intended to be installed therein or used in the construction thereof or used or useful in connection with the use and occupancy of the Premises; all other fixtures, as that term is used in Mass. G. L. c. 106 sections 9-313, of whatever kind and nature at present contained in or hereafter placed in any building standing on the Premises used or in connection with the operation of the Premises; and all renewals or replacements thereof and articles in substitution hereof; and all proceeds and profits thereof; (including insurance proceeds) and all of the estate, right, title and interest of the Debtor (but not its tenants) 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. All of the foregoing items described in this Paragraph b and the items described in Paragraphs c through f below are sometimes referred to as the "Collateral".

c. 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 the Obligations, and Secured Party may demand, sue for and recover such payments but shall not be required to do so.

d. 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.

e. 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.

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