

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p><b>Frank A. Lombardi, Esquire</b>  <b>Goodman Shapiro &amp; Lombardi, LLC</b>  <b>14 Breakneck Hill Road, Suite 203</b>  <b>Lincoln, RI 02865</b></p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
<b>Pheasant Ridge Condominium Association, Inc.</b>				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
<b>18 Pheasant Ridge Road</b>		<b>Smithfield</b>	<b>RI</b>	<b>02917</b>
				COUNTRY
				<b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
<b>Windsor Federal Savings and Loan</b>				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
<b>250 Broad Street</b>		<b>Windsor</b>	<b>CT</b>	<b>06095</b>
				COUNTRY
				<b>USA</b>

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

**See Attached Ex A**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

## EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Pheasant Ridge Condominium Association, Inc. aka Pheasant Ridge  
Condominium Association  
Secured Party: Windsor Federal Savings and Loan, its successors and/or assigns ATIMA

All of Debtor's future income from whatever sources, including, without limitation, all common charges, assessments, special assessments, late charges, fines, interest on past due common charges and penalties now or hereafter levied and assessed against or collected from the owners of units of **PHEASANT RIDGE CONDOMINIUM**, a condominium located in Warwick, Rhode Island pursuant to the Declaration Establishing a Plan for Condominium Ownership recorded in the Office of the Records of Land Evidence in the Town of Smithfield, State of Rhode Island on March 11, 1982 in Book 956, Page 5, as amended (hereinafter the "Condominium"); all of Debtor's right and authority to adopt and implement budgets, to levy common charges and assessments and to enforce payment and to collect the same; to foreclose on condominium units and/or receive or otherwise attach rental proceeds from income producing units; all liens, guaranties, securities, rights, remedies and privileges, statutory, by covenant and otherwise, and more particularly those which permit Debtor to effect the collection of unpaid common charges, assessments, late charges, fines and penalties pursuant to the provisions of the By-Laws, Rhode Island Condominium Ownership Act and the Rhode Island Condominium Act, including, but not limited to Sections 34-36.1-3.16 et seq; all other income, rents and profits and interest thereon received by or on behalf of Debtor from all sources whatsoever, all accounts receivable, contract rights and chattel paper, regardless of whether or not they constitute proceeds of other collateral; all obligations owing to Debtor of every kind and nature, and all choses in action; all tax refunds of every kind and nature to which Debtor is now or hereafter may become entitled no matter however arising, including, without limitation, loss carry back refunds; all cash, documents and instruments; all equipment, machinery, furniture, fixtures of the Condominium and other personal property belonging to the Debtor except and excluding the individual units thereof.

The proceeds of all insurance insuring the common areas and facilities of the Condominium and eminent domain proceeds with respect thereto in such event that said Condominium is not repaired, rebuilt or restored; but, rather, the Condominium is terminated or there is a distribution of such proceeds other than for a repair, restoration or replacement, and then subject to such priority as may exist in favor of first mortgagees of units under the Debtor's governing documents.

The statutory lien now or hereafter arising under Rhode Island General Laws, Section 34-36.1-3.16 et seq. as amended, on a Unit for any assessment levied against that Unit.

All payments by all present and future persons who from time to time hereafter own units (the "Unit Owners"), which units are part of the Condominium (the "Units"), on account of or in full or partial satisfaction of the common expense liability apportioned to each Unit Owner's Unit, pursuant to the Declaration and applicable law (the "Common Charges"), now due or which may become due from the Unit Owners, or to which Debtor may now or shall hereafter become entitled or may demand or claim, as said Common Charges may have been or may from time to time be hereafter, modified, extended and renewed, together with all rights of Debtor to set, levy, impose, assess and collect the same.

All of Debtor's right, title and interest in and to funds in any accounts now or hereafter established on the Debtor's behalf with Secured Party the foregoing.