

**UCC FINANCING STATEMENT**

## FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) <b>Robert A. Migliaccio, Esq. - 401-331-5700</b>	
B E-MAIL CONTACT AT FILER (optional) <b>rmigliaccio@cm-law.com</b>	
C SEND ACKNOWLEDGMENT TO (Name and Address)  <div style="border: 1px solid black; padding: 5px;"> <b>Robert A. Migliaccio, Esq.</b>  <b>Cameron &amp; Mittleman, LLP</b>  <b>301 Promenade Street</b>  <b>Providence, Rhode Island 02908</b>  <b>rmigliaccio@cm-law.com</b> </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>Spring Plaza Associates</b>					
OR	1b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS <b>1700 East Putnam Avenue, Suite 102</b>			CITY <b>Old Greenwich</b>	STATE <b>CT</b>	POSTAL CODE <b>06870</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>Centreville Bank</b>					
OR	3b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS <b>1218 Main Street</b>			CITY <b>West Warwick</b>	STATE <b>RI</b>	POSTAL CODE <b>02893</b>
				COUNTRY <b>USA</b>	

4. COLLATERAL This financing statement covers the following collateral:

**Certain of Debtor's assets as more particularly set forth on Exhibit A attached hereto and incorporated by reference, including without limitation, all goods, accounts, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the real estate described on Exhibit B attached hereto and incorporated by reference (the "Premises"), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises.**

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 Transmuting Utility

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

☐ Agricultural Lender ☐ Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA

**RI SOS**

## **EXHIBIT A**

**Debtor:** Spring Plaza Associates  
1700 East Putnam Avenue, Suite 102  
Old Greenwich, Connecticut 06870

**Secured Party:** Centreville Bank  
1218 Main Street  
West Warwick, Rhode Island 02893

As collateral security for the payment and performance of all of the Obligations (hereinafter defined), the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in all goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises (hereinafter defined) or in any of the Improvements (hereinafter defined), together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the Improvements, including without limitation the following (all of which are hereinafter collectively referred to as the "Collateral"):

(a) **EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

(b) **PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Mortgaged Property (defined as the Premises and the Improvements), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

(c) **UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

(d) **RECORDS:** All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

(e) **NAME AND GOODWILL:** The right, in event of foreclosure of the Mortgaged Property, to take and use any name by which the Mortgaged Property is

then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

#### **DEFINITIONS:**

**"Improvements"** means all buildings and improvements now or hereafter situated upon the Premises, together with all fixtures and tangible personal property now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon.

**"Obligations"** means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security instrument giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

**"Premises"** shall mean the real estate of the Debtor located at 1128 Mineral Spring Avenue, North Providence, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

## EXHIBIT B

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the southerly side of Mineral Spring Avenue, in the Town of North Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a Rhode Island Highway Bound set in the ground on the southerly line of Mineral Spring Avenue which is shown on Highway Plat No. 1101 (sheet 15 of 16) as P.C. Sta. 161+16.50;

thence running southeasterly along said southerly line of Mineral Spring Avenue, along a curve to the left, having a radius of one thousand two hundred forty-six and 86/100 (1246.86) feet for an arc distance of one hundred eighty and 45/100 (180.45) feet to a drill hole in a retaining wall and land now or formerly of Girard Spring Water Co.;

thence turning and running southwesterly, bounded southeasterly by said Water Co. land, a distance of one hundred (100) feet to a point and land now or formerly of Gerald J. Ponton et ux;

thence turning an interior angle of 197° 41' 35" and running southerly a distance of two hundred ninety-five and 13/100 (295.13) feet to a point;

thence turning an interior angle of 155° 54' 44" and running southwesterly a distance of two hundred thirty-two and 41/100 (232.41) feet to a point;

thence turning an interior angle of 86° 11' 00" and running northwesterly a distance of eighty-nine and 77/100 (89.77) feet to a point;

thence turning and interior angle of 273° 48' 30" and running southwesterly a distance of fifty-five and 75/100 (55.75) feet to a point;

thence turning an interior angle of 106° 55' 30" and running westerly a distance of three hundred fifty-seven and 63/100 (357.63) feet to a point and land now or formerly of the Narragansett Electric Company;

Said last five courses bounding on land now or formerly of Gerald J. Ponton et ux;

thence turning an interior angle of 90° and running northeasterly bounding northwesterly on said Narragansett Electric Co. land a distance of four hundred sixty-one and 16/100 (461.16) feet to an iron pipe and land now or lately of Shell Oil Co.;

thence turning an interior angle of 91° 28' 34" and running easterly bounding northerly on said Shell Oil Co. land one hundred fifty (150) feet;

thence turning an interior angle of 264° 35' 50" and running northeasterly bounded northwesterly by said Shell Oil Co. land one hundred fifty (150) feet to the said southerly line of said Mineral Spring Avenue;

thence turning an interior angle of 95° 05' 26" and running southeasterly along said southerly line of Mineral Spring Avenue a distance of one hundred sixty-seven and 01/100 (167.01) feet to the Rhode Island Highway Bound and the point or place of beginning.

FOR REFERENCE ONLY:  
1128 MINERAL SPRING AVENUE  
NORTH PROVIDENCE, RI  
PLAT 2 LOT 313 & PLAT 3 LOT 258