

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **ANDREW M. GILSTEIN, ESQ.**

*Email Contact at Filer:* **CBRIEN@GKLFIRM.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **GILSTEIN, KINDER & LEVIN, LLP**

*Mailing Address:* **300 METRO CENTER BLVD., SUITE 150A**

*City, State Zip Country:* **WARWICK, RI 02886 USA**

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## DEBTOR INFORMATION

*Org. Name:* **SOSCIA CONSTRUCTION, LTD.**

*Mailing Address:* **6 SILVER MAPLE DRIVE**

*City, State Zip Country:* **COVENTRY, RI 02816 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **MSI, LTD.**

*Mailing Address:* **130 HALLVILLE ROAD**

*City, State Zip Country:* **EXETER, RI 02822 USA**

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREBY BY REFERENCE.

## **EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Debtor:

Soscia Construction, Ltd.  
6 Silver Maple Drive  
Coventry, RI 02816

Secured Party:

MSI, Ltd.  
130 Hallville Road  
Exeter, RI 02822

The following terms shall have the following meanings:

**FIXTURES, MACHINERY AND EQUIPMENT:** All fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the real estate located at 99 Stubble Brook Road, West Greenwich, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Premises"), or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals and rugs.

All machinery and equipment of every kind and nature whatsoever, now or hereafter located in or upon the Premises, or any part thereof, and all renewals and replacements thereof and additions, substitutions and accessions thereto (the "Machinery and Equipment"). The Machinery and Equipment shall be deemed to include, without limitation of the generality of the foregoing, all right, title and interest of Debtor in and to all machinery, equipment, furnishings, furniture, carpets, appliances, cabinets and improvements, now or any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Premises.

All cash and non-cash proceeds of any of the foregoing Fixtures and/or Machinery and Equipment, including insurance proceeds, claims and settlements; and all proceeds and products of any Fixtures and/or Machinery and Equipment, including but not limited to any deposits or payments now or hereafter made by Debtor on any of the foregoing to be acquired by Debtor.

**PREMIUMS:** All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Premises, the Fixtures, the Machinery and Equipment, the improvements, the Mortgaged Property (as defined in the Mortgage, Security Agreement and Collateral Assignment of Rentals and Leases dated of even date herewith granted by Debtor to Secured Party), and/or any other property or rights described herein, or any part thereof, into cash or liquidated claims.

**AWARDS:** All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Premises, the Fixtures, the Machinery and Equipment, said Mortgaged Property, the improvements and/or any other property or rights described herein.

**LEASES:** All existing and future tenancies, subtenancies, leases and subleases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Premises and to which Debtor is a party, and any renewals or extensions thereof or leases or subleases in substitution therefor.

**RENTALS AND OTHER PAYMENTS:** All rents, issues and profits from the Premises and all other sums now or hereafter paid or payable to Debtor by tenants now or hereafter occupying the Premises or any portion thereof, under or by reason of all existing and future tenancies and leases and subleases of the whole or any part of the Premises, including, without limiting the generality of the foregoing language, any and all sums paid or payable to Debtor by reason of the exercise by any tenant, of any option, preemptive right or right of first refusal to purchase or lease the whole or any portion of the Premises, proceeds of rent insurance and business interruption insurance, so-called, proceeds of any insurance or guaranty of any lease or sublease of the whole or any portion of the Premises or of the obligations of any tenant under such lease, awards of damage or other sums paid or payable to Debtor by reason of the taking of all or any portion of the Premises by condemnation or other similar proceedings, all sums paid or payable to Debtor in addition to rental for such items as taxes, utilities and water charges, all sums paid or payable for use and occupancy of the Premises or any portion thereof, and all sums paid pursuant to settlement with or judgment against any tenant relating to any alleged breach of any lease, sublease or agreement.

## EXHIBIT B

That certain lot or parcel of land, with all the buildings and improvements thereon, located on Stubble Brook Road in the Town of West Greenwich, County of Kent and State of Rhode Island laid out and designated as Lot 4 on that certain plat entitled, "Final Subdivision Plan of 'Jack's Place - Section 1' Parcel of Land Belonging to John Koszela, Jr. Assessor's Plat 28 / A Portion of Lot 25-1 Situated in the Town of West Greenwich, Rhode Island Date: Feb. 5, 2002; Scale: 1" = 50' Prepared By: Easterbrooks & Associates", which plan is recorded in the land evidence records of the Town of East Greenwich as Plan No. Z-138.

The above-referenced Lot 4 may also be described as follows:

That certain tract or parcel of land, with all the buildings and improvements thereon, situated on the southerly side of Stubble Brook Road in the Town of West Greenwich, County of Kent and State of Rhode Island, bounded and described as follows:

Beginning at a bound set on the southerly side of Stubble Brook Road, said point being the northwest corner of the land now or formerly of Ermes M. Knight described as Parcel B in the certain Consent Order dated March 26, 1991 and recorded April 8, 1992 at 1:15 P.M. in Book 55 at Page 710;

Thence running six hundred ten feet (610') easterly from said point, along the southerly side of Stubble Brook Road, to a bound set at the northeasterly corner of said Knight land, being the northwesterly corner of the land described herein, and being the point and place of beginning thereof;

Thence Southerly one thousand six hundred sixty feet (1,660.00') to a point;

Thence turning an interior angle of 200°-30' and running one thousand three hundred fifty feet (1,350') to a point;

Thence turning an interior angle of 176° 45' and running one thousand feet (1,000') more or less to a point, said point being the southwesterly corner of said Knight land, and also being at land now or formerly owned by the "W. Alton Jones Campus", the first three courses being bounded westerly by said Knight land;

Thence Easterly three thousand nine hundred thirty feet (3,930') more or less to Stubble Brook, bounded on the South by said "W. Alton Jones Campus";

Thence Northerly twelve hundred feet (1,200') more or less along said Stubble Brook to a point;

Thence Westerly one hundred eighty-five feet (185') more or less to a point;

Thence Northerly one hundred ten feet (110') more or less to a point on the southerly side of said Stubble Brook Road;

Thence Westerly one thousand five hundred ninety feet (1,590') more or less along said southerly side of Stubble Brook Road to an angle point in said road;

Thence Northwesterly four hundred fifteen feet (415') more or less along said southerly side of Stubble Brook Road to the point and place of beginning.

EXCEPTING THEREFROM, HOWEVER the following parcels.

(a) That certain lot or parcel of land conveyed by deed of John Koszela, Jr. and Harold I. Kessler, Co-Executors of the Last Will and Testament of John Koszela, Sr. and John Koszela, Jr. to Michael Farland and Babette Farland dated February 23, 2001 and recorded February 26, 2001 at 10:24 A.M. in Book 137 at Page 237.

The land described in that deed is bounded and described as follows:

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on Stubble Brook Road in the Town of West Greenwich, County of Kent and State of Rhode Island, laid out and designated as Parcel A on that certain subdivision plan entitled, "Final Subdivision Plan for Parcel of Land Belonging to John Koszela, Jr. Assessor's Plat 28/Lot 25 Situated in the Town of West Greenwich, Rhode Island Date: May 27, 1999" which was recorded in the land evidence records of the Town of West Greenwich on May 24, 2000 as Subdivision Map Z-106.

This parcel is currently designated as West Greenwich Tax Assessor's Plat 28, Lot 25-2.

(b) Those four certain lots or parcels of land, with all the buildings and improvements thereon, located on Stubble Brook Road in the Town of West Greenwich, County of Kent and State of Rhode Island laid out and designated as Lots A, 1, 2 and 3 on that certain plat entitled, "Final Subdivision Plan of 'Jack's Place' - Section 1' Parcel of Land Belonging to John Koszela, Jr. Assessor's Plat 28 / A Portion of Lot 25-1 Situated in the Town of West Greenwich, Rhode Island Date: Feb. 5, 2002; Scale: 1" = 50' Prepared By: Easterbrooks & Associates", which plan is recorded in the land evidence records of the Town of East Greenwich as Plan No. Z-138.

These parcels are currently designated as West Greenwich Tax Assessor's Plat 28, Lots 25-3, 25-4, 25-5 and 25-6.

(c) Those certain lots or parcels of land, with all buildings and improvements thereon, located on Stubble Brook Road in the Town of West Greenwich, County of Kent and State of Rhode Island laid out and designated as Lot 1, Lot 2, Lot 3 and Lot 4 on a certain plan entitled, "Record Plan Prepared For Jack's Place Section 2 Location Stubble Brook Road, West Greenwich, Rhode Island 02817 Scale: 1" = 60' Date: November 19, 2014, revised April 27, 2015 Boyer Associates Checked By: M.D. B. Drawn By: J.D.M." which plan is recorded in the Land Evidence Records of the Town of West Greenwich as Plan No. Z-307.

These parcels are currently designated as West Greenwich Tax Assessor's Plat 28, Lots 25-7, 25-8, 25-9 and 25-10.