

# UCC-1 Form

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## FILER INFORMATION

Full name: SEAN COLE

Email Contact at Filer: SCOLE@CENTREVILLEBANK.COM

## SEND ACKNOWLEDGEMENT TO

Contact name: CENTREVILLE BANK

Mailing Address: 1218 MAIN ST

City, State Zip Country: WEST WARWICK, RI 02893 USA

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## DEBTOR INFORMATION

Org. Name: CLUB JOGUES

Mailing Address: 184 BOSTON ST

City, State Zip Country: COVENTRY, RI 02816 USA

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## SECURED PARTY INFORMATION

Org. Name: CENTREVILLE BANK

Mailing Address: 1218 MAIN ST

City, State Zip Country: WEST WARWICK, RI 02893 USA

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

CLUB JOGUES  
184 BOSTON STREET  
COVENTRY, RI 02816

Secured party:

CENTREVILLE BANK  
1218 MAIN STREET  
WEST WARWICK, RI 02893

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 1137 Charles Street, North Providence, Rhode Island, and 54 Spencer Street, West Warwick, Rhode Island, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Premises"), or any part hereof, and used for 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 award 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 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

### PARCEL I:

A certain parcel of land situated on the southerly line of Upper Dam, so-called bounded and described as follows: Beginning at the southeasterly corner of the parcel to be conveyed, in the westerly line of land now of Nicholas Northup et al, said point being One Hundred Sixteen and 40/100 (116.40) feet northerly from a stone bound and iron pin at the southwest corner of said Northup land; from thence running in a general north to northeasterly direction along a stone wall to the shore line of said Upper Dam at highwater mark, bounded easterly by land of said Northup Two Hundred (200) feet more or less; thence running in a general and irregular southwesterly course along the shore line of Upper Dam to land of Oliver and Edna Desmarais, bounded northwesterly by said Upper Dam; thence in a general easterly direction to the place or point of beginning, bounded southerly by said Desmarais land One Hundred Seventy (170) feet more or less, the last line forming an interior angle of  $92^{\circ} - 33' - 15''$  with the first described line.

Being a somewhat triangular shape parcel of land as shown on an unrecorded plat of land entitled "Plan of Land in Coventry, R.I. surveyed for CLUB JOGUEFS, Ray C. Matteson Eng'r. June 1952."

### PARCEL II:

That certain tract or parcel of land situated on the westerly side of Boston Street, in the Town of Coventry, Rhode Island, bounded and described as follows:

Beginning at the southeasterly corner thereof at a drill hole in wall on the westerly line of Boston St., said point being the north-easterly corner of land now or lately of Oliver Desmarais et ux.; thence running northerly along the westerly line of said Street, five hundred eighty-nine and 11/100 (589.11) feet; thence turning an interior angle of  $176^{\circ} 37' 15''$  and continuing northerly along said Street, two hundred sixty-two and 77/100 (262.77) feet; thence turning an interior angle of  $187^{\circ} 59'$  and continuing northerly along said Street, ninety-nine and 94/100 (99.94) feet; thence turning an interior angle of  $187^{\circ} 00' 40''$  and continuing northerly along said Street, ninety and 9/10 (90.9) feet; thence turning an interior angle of  $62^{\circ} 33' 05''$  and running westerly, bounded northerly by land of Nicholas S. Northup et al, four hundred eighty-four and 13/100 (484.13) feet, more or less, to the shore of Upper Dam Reservoir; thence running southwesterly along the shore of said Reservoir to land of grantee; thence running southerly, bounded westerly by land of grantee, two hundred (200) feet, more or less; thence turning an interior angle of  $183^{\circ} 09' 30''$  and continuing southerly, one hundred sixteen and 4/10 (116.4) feet to a stone bound and iron pin; thence turning an interior angle of  $77^{\circ} 34' 05''$  and running easterly bounded southerly by said Demarais land, one hundred twenty-eight and 5/10 (128.5) feet to the northwesterly corner of a cemetery; thence turning an interior angle of  $182^{\circ} 12' 30''$  and continuing easterly, bounded southerly in part by said cemetery and in part by said Desmarais land, six hundred thirty and 9/10 (630.9) feet to the place of beginning.

Together also with all our right, title and interest in and to land flowed by said Reservoir, next abutting the above conveyed premises.

Subject to flowage rights of record.

Subject to the obligation of maintaining together with grantors a fence along the northerly line of premises.