

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michelle MacKnight - 521-7000
B. E-MAIL CONTACT AT FILER (optional) mmacknight@rcfp.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Edward G. Avila, Esquire Roberts, Carroll, Feldstein & Peirce 10 Weybosset Street Providence, RI 02903

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 Cranston/BVT Associates Limited Partnership				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 76 Dorrance Street		CITY Providence	STATE RI	POSTAL CODE 02903
			COUNTRY USA	

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 Brookline Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 131 Clarendon Street, P.O. Box 179179		CITY Boston	STATE MA	POSTAL CODE 02117
			COUNTRY USA	

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

See Exhibit A attached hereto and incorporated herein by reference.

Filed with RI Secretary of State's Office

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Our File No. 4864-6	

EXHIBIT A

Debtor: Cranston/BVT Associates Limited Partnership
76 Dorrance Street
Providence, Rhode Island 02903

Secured Party: Brookline Bank
131 Clarendon Street
P.O. Box 179179
Boston, Massachusetts 02117

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

PERSONAL PROPERTY AND FIXTURES: 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 or in any of the improvements, 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:

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 Premises (as hereinafter defined), 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 Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

DEFINITIONS

"Code" shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Equipment" shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

"Fixtures" shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real

estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"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 agreement 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 300 Garfield Avenue, Cranston, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable

to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

EXHIBIT B

Metes and Bounds Description

Lot 3649

Cranston, Rhode Island

That certain parcel of land, with all buildings and improvements, situated southerly of Garfield Avenue in the City of Cranston, Providence County, the State of Rhode Island and Providence Plantations and shown as **AP 7/3 Lot 3649** on that plan entitled ALTA/ACSM Land Title Survey, 300 Garfield Avenue, Cranston, Rhode Island, by Diprete Engineering and being more particularly described as follows:

Beginning at a concrete bound found on the northerly street line of Pomham Street, said bound being the southeasterly most corner of land now or formerly of Falvey Linen Supply Inc. (AP 7/3 Lots 3610), also being the southwesterly most corner of the herein described parcel;

Thence the following two courses bounded in a general westerly direction by said land of Falvey Linen Supply Inc. (AP 7/3 Lots 3610).

1. N 15° 25' 10" W, in part along a chain link fence, a distance of 346.80 feet;
2. N 55° 28' 10" W, a distance of 118.45 feet to a non-tangential curve at land now or formerly of the State of Rhode Island (AP 38 Lot 7, a.k.a. Washington Secondary Trail);

Thence the following two courses bounded in a general northwesterly direction by said land of State of Rhode Island (AP 38 Lot 7).

1. Along a curve to the left, having a central angel of 01° 58' 13", a radius of 18,324.80 feet, a chord length of 630.16 feet with a chord bearing of N 29° 39' 05" E an arc distance of 630.19 feet to point of compound curvature;
2. Along a curve to the left, having a central angel of 00° 22' 37", a radius of 8,623.30 feet, a chord length of 56.74 feet with a chord bearing of N 28° 28' 40" E an arc distance of 56.74 feet to a Rhode island Highway Bound Found on the southerly line of Garfield Avenue;

Thence the following eight courses along the southerly line of Garfield Avenue.

1. Along a curve to the left having a central angel of 13° 37' 59", a radius of 624.00 feet, a chord length of 148.12 feet with a chord bearing of N 81° 43' 20" W an arc distance of 148.47 feet to a point of tangency;
2. S 84° 19' 56" E, a distance of 177.23 feet to a Rhode island Highway Bound;
3. S 88° 32' 20" E, a distance of 73.62 feet;
4. S 63° 23' 55" E, a distance of 23.03 feet;
5. S 89° 06' 38" E, a distance of 68.77 feet;
6. N 66° 48' 37" E, a distance of 17.02 feet;
7. S 88° 32' 20" E, a distance of 73.03 feet to a point of curvature;

4/8/2015

8. Along a curve to the left having a central angel of $64^{\circ} 09' 28''$, a radius of 639.00 feet, a chord length of 678.73 feet with a chord bearing of $N 59^{\circ} 22' 56'' E$ an arc distance of 715.53 feet to a point of reverse curvature on the westerly freeway line of Rhode Island Route 10 (Rhode Island Highway Plat 1020);

Thence the following five courses along said westerly freeway line of Rhode Island Route 10 (Rhode Island Highway Plat 1020.)

1. Along a curve to the right having a central angel of $128^{\circ} 00' 27''$, a radius of 25.00 feet, a chord length of 44.94 feet with a chord bearing of $S 88^{\circ} 41' 34'' E$ an arc distance of 55.85 feet to a point of compound curvature;
2. Along a curve to the right having a central angel of $12^{\circ} 04' 22''$, a radius of 279.00 feet, a chord length of 58.68 feet with a chord bearing of $S 18^{\circ} 39' 09'' E$ an arc distance of 58.79 feet to a point of tangency;
3. $S 12^{\circ} 36' 58'' E$, a distance of 47.94 feet to a point of non-tangency;
4. Along a curve to the left having a central angel of $11^{\circ} 18' 00''$, a radius of 2970.03 feet, a chord length of 584.81 feet with a chord bearing of $S 08^{\circ} 58' 17'' E$ an arc distance of 585.76 feet to a Rhode island Highway Bound found at a point of tangency;
5. $S 14^{\circ} 37' 17'' E$, a distance of 233.55 feet;

Thence the following ten courses along the bank of Spectacle Pond, said courses meaning and intending to approximate the ordinary water line of said Spectacle Pond.

1. $N 45^{\circ} 36' 42'' W$, a distance of 104.62 feet;
2. $N 46^{\circ} 51' 07'' W$, a distance of 85.77 feet;
3. $N 14^{\circ} 50' 16'' W$, a distance of 58.97 feet;
4. $N 04^{\circ} 11' 53'' W$, a distance of 36.29 feet;
5. $N 71^{\circ} 18' 12'' W$, a distance of 22.98 feet;
6. $S 08^{\circ} 44' 01'' W$, a distance of 60.08 feet;
7. $S 17^{\circ} 51' 17'' E$, a distance of 45.28 feet;
8. $S 83^{\circ} 06' 58'' W$, a distance of 86.83 feet;
9. $S 13^{\circ} 19' 14'' W$, a distance of 100.94 feet;
10. $S 41^{\circ} 07' 30'' W$, a distance of 116.76 feet;

thence, $S 74^{\circ} 34' 50'' W$, along said northerly street line of Pomham Street, a distance of 1,217.45 feet to the point of beginning.

Said parcel contains 1,196,109 Square Feet of land (27.46 Acres)