

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Robert A. Migliaccio, Esq. - 401-331-5700
B. E-MAIL CONTACT AT FILER (optional) rmigliaccio@cm-law.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> Robert A. Migliaccio, Esq. Cameron & Mittleman, LLP 301 Promenade Street Providence, Rhode Island 02908 rmigliaccio@cm-law.com </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 Middletown Plaza III, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 316 Lockley Drive				
CITY Charlotte		STATE NC	POSTAL CODE 28207	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 Centreville Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1218 Main Street				
CITY West Warwick		STATE RI	POSTAL CODE 02893	COUNTRY USA

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

All leases and rents as more particularly set forth on Exhibit A attached hereto and incorporated by reference.

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 ☐ Agricultural Lien ☐ Non-UCC Filing

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

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

8. **OPTIONAL FILER REFERENCE DATA:**

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EXHIBIT A

All of Debtor's right, title and interest in and to (i) all leases, subleases and tenancies, whether written or oral, now or hereafter existing with respect to any portion or portions of the premises ground leased by the Assignor from Middletown Plaza, LLC, in the Town of Middletown, Rhode Island, situated at 878 West Main Road, which premises may be more particularly described in Exhibit B attached hereto, together with all buildings and improvements now or hereafter constructed thereon (all of such premises being hereinafter collectively referred to as the "Premises"), together with any renewals or extensions thereof and leases, subleases and tenancies in substitution therefor (all of which are hereinafter referred to as the "Assigned Leases"), (ii) all rents and other payments of every kind due or payable and to become due and payable to the Debtor, its successors and assigns, as a result of any use, possession or occupancy of any portion or portions of the Premises, including, but not limited to, security deposits, tax or operating expense escalation payments, percentage rent, additional rent, or any other payments arising from any license, use permit or concession, (iii) all right, title and interest of the Debtor in and to any and all guarantees of the Assigned Leases, and (iv) any awards which may be made in respect of Debtor's interest in any of the Assigned Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court.

EXHIBIT B

A leasehold estate pursuant to that certain Ground Lease by and between Middletown Plaza, LLC (Landlord) and Middletown Plaza III, LLC (Tenant), as evidenced by Memorandum of Ground Lease recorded September 19, 2003 at 12:28 P.M. in Book 794 at Page 79 of the Land Evidence Records of the Town of Middletown, in and to the following premises:

That certain parcel of land with all buildings and improvements thereon, situated in the Town of Middletown, County of Newport and State of Rhode Island, bounded and described as follows:

Commencing at a point on the northerly line of Chase's Lane, said point being at the division line of land now or formerly of Middletown Plaza, LLC and land now or formerly of Daniel Ernst Seyster and Kristen Ann Seyster;

Thence running along the northerly line of Chase's Lane, North 84°-54'-00" West, a distance of 50.00 feet to the true point and place of beginning;

Thence continuing along the northerly line of Chase's Lane, North 84°-54'-00" West, a distance of 560.00 feet to an iron pipe;

Thence running along land now or formerly of Charles N. Salmond and Susan R. Salmond, North 00°-22'-28" West, a distance of 125.57 feet to a point;

Thence running along land now or formerly of James Franklin Templeton and Grace Murriell Templeton, land now or formerly of Michael J. Desrosiers, land now or formerly of Barry P. Sullivan, land now or formerly of Tracy A. Griffith, land now or formerly of Robert G. Hedley and Nancy E. Hedley, land now or formerly of Harry L. Dozier and Esther T. Dozier, and land now or formerly of Gerald T. Carroll and Francis B. Carroll, partly by each, North 00°-12'-52" East, a distance of 497.30 feet to a point;

Thence turning along land now or formerly of Ripa Living Trust, South 83°-26'-51" East, a distance of 351.19 feet to a railroad spike; South 81°-41'-50" East, a distance of 94.87 feet to a fence post;

Thence running along land now or formerly of Jonco, LLC and land now or formerly of Syraco Associates, LLC, partly by each, South 82°-30'-00" East, a distance of 284.03 feet to a point;

Thence running South 07°-28'-28" West, a distance of 194.48 feet to a point; South 42°-48'-24" East, a distance of 20.00 feet to a point; South 07°-28'-28" West, a distance of 236.85 feet to a point; North 84°-54'-00" West, a distance of 112.22 feet to a point; South 05°-06'-00" West, a distance of 150.00 feet to the point and place of beginning.

Containing 410,154 square feet or 9.416 acres of land, more or less.

Together with the benefit of a Sewer Easement as set forth in Book 93, Page 66.

Together with a Reciprocal Easement Agreement and Declaration of Restrictions as set forth in Book 546 at Page 130; as affected by First Amendment to Reciprocal Easement Agreement and Declaration of Restrictions recorded at Book 1059, Page 274.