

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 CGRI Cranston Park LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1414 Atwood Avenue		CITY Johnston	STATE RI	POSTAL CODE 02919
			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:

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 <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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Licensee/Licensor
7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessor/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 RI SOS	

EXHIBIT A

Debtor: CGRI Cranston Park LLC
1414 Atwood Avenue
Johnston, Rhode Island 02919

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 hereunder, 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.

(f) **OTHER AGREEMENTS:** To the extent assignable under applicable law, all of the Debtor's interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under any and all interest rate swap agreements, interest rate cap agreements and interest rate collar agreements designed to protect the Debtor against fluctuations in interest rates or currency exchange rates, to the extent of the Debtor's interest therein (any and all such agreements, collectively, the "Interest Rate Cap Agreements"), including, without limitation, any and all rights, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any and all payments, disbursements, distributions or proceeds owing, payable or required to be delivered to the Debtor under any Interest Rate Cap Agreements.

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 819 Park Avenue, Cranston, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

817 Park Avenue and 0 Pontiac Avenue, Cranston, Rhode Island AP: 6-2/Lot (s): 3097, 3093, 3094, 3095, 3096, 3102 and 3258

TRACT ONE:

That certain parcel or tract of land, with all the buildings and improvements thereon, situate on the northerly side of Park Avenue, in the City of Cranston, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of Park Avenue at the southeasterly corner of land now or lately of David A. Swerling and wife, and running thence easterly bounding southwesterly on Park Avenue ninety-four and 96/100 (94.96) feet to land now or lately of Alesandra Dorsey; thence turning a right angle and running northeasterly bounding northeasterly on said Dorsey and one hundred twenty-three and 14/100 (123.14) feet; thence turning an interior angle of 219°02'30" and running easterly bounding southerly on said last named land forty-three and 12/100 (43.12) feet to Herald Place; thence turning an interior angle of 82°00'00" and running northerly bounding easterly on said Herald Place forty-five and 44/100 (45.44) feet, more or less, to land now or lately of Edward L. Seltzer; thence turning an interior angle of 08°00'00" and running westerly bounding northerly in part on said Seltzer land, in part on land now or lately of Mariano Montella and wife and in part on land now or lately of Philip J. Dorsey and wife one hundred thirty-one and 87/100 (131.87) feet to said Swerling land; thence turning an interior angle of 141°00'00" and running southwesterly bounding northwesterly on said last named land seventy-seven and 61/100 (77.61) feet to the point and place of beginning.

Said tract comprises Lots 7, 13, 14 and a triangle piece of Lot 8 on that plat entitled, "Swartz Plat R.I. Cranston, RI By J. A. Latham & Son, April, 1926" which plat is recorded in the office of the City Clerk of the City of Cranston in Plat Book 11 at page 27 and (copy) on Plat Card 276.

TRACT TWO:

Those three certain lots or parcels of land, with all the buildings and improvements thereon, situate on the northeasterly side of Herald Place, in the City of Cranston, County of Providence, State of Rhode Island, laid out and designated as Lots No. 4, 5 and 6 on that plat entitled, "Swartz Plat Cranston, R.I. By J.A. Latham & Son, Apr. 1926", which plat is recorded in the office of the City Clerk of Cranston in Plat Book 11 at Page 27 and (copy) on Plat Card 276.

Said three lots together form one tract bounded and described as follows:

Beginning at a point in the northeasterly line of Herald Place at the northwesterly corner of land now or lately of Alesandra Dorsey and running thence northwesterly bounding southwesterly on said Herald Place one hundred twenty-five (125) feet to land now or lately of Edward L. Seltzer; thence turning and running northeasterly bounding northwesterly in part on said Seltzer land and in part on land now or lately of Marie

B. Berber, eighty-four and 80/100 (84.80) feet to land now or lately of Nelson E. Gardiner and wife; thence turning and running southeasterly bounding northeasterly in part on said Gardiner land and in part on land now or lately of William H. Aylesworth and wife one hundred thirteen and 37/100 (113.37) feet to said Dorsey land; thence turning and running southwesterly bounding southeasterly on said Dorsey land eighty-four (84) feet to said Herald Place and the point of beginning.

TRACT THREE:

That certain tract or parcel of land, with all the buildings and improvements thereon, situate on the northeasterly side of Park Avenue, In the City of Cranston, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northeasterly line of Park Avenue and at the westerly corner of the premises herein described and at the southerly corner of land now or lately of A. F. Rotelli & Sons, Inc. and running thence northeasterly bounding northwesterly on said last named land one hundred twenty-three and 14/100 (123.14) feet to an angle; thence turning an interior angle of 140°57'30" and continuing northeasterly bounding northwesterly on said last named land forty-three and 12/100 (43.12) feet to Herald Place; thence turning an interior angle of 08°00'00" and running southeasterly bounding northeasterly on said Herald Place forty-three and 84/100 (43.84) feet to land now or lately of William H. Aylesworth; thence turning an interior angle of 121°02'30" and running southwesterly bounding southeasterly on said Aylesworth land thirty-nine and 11/100 (39.11) feet to an angle; thence turning an interior angle of 156°38'00" and running southwesterly bounding southeasterly on said Aylesworth land thirty-seven and 82/100 (37.82) feet to the easterly corner of the premises herein described; thence turning an interior angle of 203°22'00" and running southwesterly bounding southeasterly on said Aylesworth land sixty (60) feet to Park Avenue; thence turning an interior angle of 90°00'00" and running northwesterly bounding southwesterly on said Park Avenue fifty (50) feet to said A. F. Rotelli & Sons, Inc. land and the point and place of beginning, said last described line forming a right angle with the line first herein described.

Said tract comprises the whole of Lot No. 12 and a portion of Lot 8 on that plat entitled, "Swartz Plat Cranston, R.I. By J. A. Latham & Sons, Apr. 1926" which plat is recorded in the office of the City Clerk of the City of Cranston in Plat Book 11 at page 27 and (copy) on Plat Card 276.

TRACT FOUR:

That certain tract or parcel of land, with all the buildings and improvements thereon, situate on the northeasterly side of Herald Place, in the City of Cranston, County of Providence, state of Rhode Island, bounded and described as follows:

Beginning at a point in the northeasterly line of Herald Place at the northwesterly corner of land now or lately of Samuel P. Finegold and wife and the southwesterly corner of the premises herein described and running thence easterly bounding southerly on said Finegold land ninety-eight and 89/100 (98.89) feet to land now or lately of William L. Ostiguy; thence turning an interior angle of 63°65'30" and running northwesterly bounding northeasterly on said last named land in part and land now or lately of William H.

Aylesworth and wife ninety-six and 83/100 (96.83) feet to land now or lately of A. F. Rotelli & Sons, Inc.; thence turning an interior angle of 90°00'00" and running southwesterly bounding northwesterly on said last named land eighty-four (84) feet to said Herald Place; thence turning an interior angle of 90°00'00" and running southeasterly bounding southwesterly on said Herald Place to said Finegold land and the point and place of beginning.

Said tract comprises the whole of Lot No. 3 and a portion of Lot No. 2 on the shown referred Swartz Plat.

TRACT 5:

0 Pontiac Avenue, Cranston, Rhode Island, AP: 6-2/Lot (s): 1627

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

Beginning at a point on the southerly side of Pontiac Avenue, about two hundred fifty (250) feet westerly from the westerly line of Eldridge Street, at the northwesterly corner of the parcel herein described, and the northeasterly corner of land now or lately of Edward E. Feria, et ux, and running thence southeasterly, bounding southwesterly on said Feria land, a distance of one hundred twenty five (125) feet to Herald Place; thence turning and running northeasterly, bounding southeasterly in part on said Herald Place and in part on land now or lately of Harry Dorsey, Trustee, a distance of fifty (50) feet to land now or lately of Virgino L. Peno, et ux; thence turning and running northerly, bounding easterly on last named land, a distance of one hundred twenty five (125) feet to Pontiac Avenue; thence turning and running westerly, bounding northerly on Pontiac Avenue, a distance of fifty (50) feet to said Feria land and the point and place of beginning.