

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **ROBERT A. MIGLIACCIO, ESQ.**

*Email Contact at Filer:* **RMIGLIACCIO@CM-LAW.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **CAMERON & MITTLEMAN, LLP**

*Mailing Address:* **301 PROMENADE STREET**

*City, State Zip Country:* **PROVIDENCE, RI 02908 USA**

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## DEBTOR INFORMATION

*Org. Name:* **COLLEGE PARK REALTY, L.L.C.**

*Mailing Address:* **931 JEFFERSON BLVD., SUITE 3001**

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

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## SECURED PARTY INFORMATION

*Org. Name:* **PAWTUCKET CREDIT UNION**

*Mailing Address:* **1200 CENTRAL AVENUE**

*City, State Zip Country:* **PAWTUCKET, RI 02861 USA**

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## TRANSACTION TYPE: STANDARD

## CUSTOMER REFERENCE: RI SOS

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## 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.

## **EXHIBIT A**

**Debtor:** College Park Realty, L.L.C.  
931 Jefferson Blvd., Suite 3001  
Warwick, Rhode Island 02886

**Secured Party:** Pawtucket Credit Union  
1200 Central Avenue  
Pawtucket, Rhode Island 02861

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, 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 931 Jefferson Blvd., Suite 3001, 3002 and 3003, Warwick, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

EXHIBIT B

**ALL THOSE CERTAIN CONDOMINIUM UNITS**, located in the City of Warwick, County of Kent, State of Rhode Island, described as follows:

**BEING** designated as Unit 3001, Unit 3002, Unit 3003 of Jefferson Gateway at the Airport Office Condominiums II, together with an undivided percent interest in the common areas and facilities as said unit, common areas and facilities are more particularly described in that certain Declaration creating Jefferson Gateway at the Airport office Condominiums II, dated February 28, 2006 and recorded in Book 6090 at Page 168 of the Warwick Land Evidence Records, as the same may be amended from time to time.

**SUBJECT TO** and **TOGETHER WITH** the benefit of the provisions of Rhode Island General Laws 34-36-1, et seq., and/or 34-36.1-1, et seq, et seq., the Declaration of Condominium referenced above and the By-Laws set forth therein, as any or all of the above may be amended from time to time.

**TOGETHER WITH** the rights, in common with others, set forth in that certain Ingress and Egress Easement Agreement recorded in Book 4884 at Page 42 of the Records.

931 Jefferson Boulevard  
Units 3001, 3002 and 3003  
Warwick, Rhode Island  
AP 277, Lot 27-16, Lot 26-17, Lot 27-18