

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. E-MAIL CONTACT AT FILER (optional)	079874 001
C. SEND ACKNOWLEDGMENT TO (Name and Address)	
S2H	
CSC	
801 Adlai Stevenson Drive	
Springfield, IL 62703	

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				
ROYALE APARTMENTS I, LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
19 Brook Road, Suite 100	Needham	MA	02494	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, or ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME				
LEADER BANK, N.A.				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
180 Massachusetts Avenue	Arlington	MA	02474	USA

4. COLLATERAL This financing statement covers the following collateral:

The Debtor's right, title and interest in and to the Collateral described in **Exhibit A** attached hereto and located at or used in connection with the real property known as: **65 AND 75 OAKLAWN AVENUE, CRANSTON, RHODE ISLAND** all as more fully described on **Exhibit B** attached hereto.

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

<input type="checkbox"/> Public Finance Transaction	<input type="checkbox"/> Manufactured Home Transaction	<input type="checkbox"/> A Debtor is a Transacting Utility	<input type="checkbox"/> Agricultural Lien	<input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> Lessor/Lessor	<input type="checkbox"/> Consignee/Consignor	<input type="checkbox"/> Street/Boyle	<input type="checkbox"/> Bank/Boyle
8. OPTIONAL FILER REFERENCE DATA				

EXHIBIT A

To Financing Statement of  
ROYALE APARTMENTS I, LLC,  
In Favor of  
Leader Bank, N.A. ("Secured Party")

The name of the Record Owner and Debtor is:

ROYALE APARTMENTS I, LLC,  
75 Oaklawn Avenue  
Cranston, Rhode Island 02920

Location of Real Estate: 65 and 75 Oaklawn Avenue,  
Cranston, Rhode Island 02920  
(collectively, the "Property")

This Financing Statement covers the following types of collateral ("Collateral"):

(a) All furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks and other equipment, gas and electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, door bell and alarm systems, sprinkler and fire extinguishing systems and all other machinery, equipment, furniture, carpeting, appliances and appurtenances of whatever kind or nature owned by Debtor, now or hereafter located on the Property, and used in the operation, maintenance or occupation of the Property (collectively, the "Chattels");

(b) All rents, profits, proceeds and products of and from the Property and all Leases (as defined below) of the Property or portions thereof, now or hereafter existing, as the same may be extended or renewed, all guarantees and security relating thereto and the present right, whether or not a default shall occur and be continuing, to collect and receive all rents, income, and other sums payable or receivable thereunder as rent or otherwise, such as rent, additional rent, damages, insurance payments, taxes, insurance proceeds, condemnation awards, settlement proceeds, and option payments, and the right to bring proceedings for the enforcement of any Lease and to do anything which any lessor is or may become entitled to do thereunder, but this Financing Statement shall not impair any obligation of Debtor under any Lease nor shall any such obligation be imposed upon Secured Party. "Leases" shall mean all leases, subleases, licenses, tenancies and occupancies of the Property, or portions thereof, whether pursuant to a written or oral agreement, now or hereafter existing, as the same may be extended or renewed;

(c) All contracts and agreements, licenses, permits and approvals, and warranties and representations, relating to the use, operation, management, construction, repair or service of the Property and Chattels;

(d) All funds held by Secured Party as tax or insurance escrow payments; and

(e) All insurance proceeds relating to all or any portion of the foregoing collateral described

in (a) through (d) above, all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing collateral described in (a) through (d) above, and all awards, damages, proceeds and refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the collateral described in clauses (a) through (d) above.

All capitalized terms used and not defined herein shall have the meaning given to them in that certain Mortgage, Security Agreement, Financing Statement and Assignment dated as of October 21, 2022 recorded with the Records of Land Evidence in the City of Cranston on or about the date thereof (as the same may be amended, restated or modified from time to time, the "Mortgage").

DEBTOR

ROYALE APARTMENTS I, LLC

SECURED PARTY

LEADER BANK, N.A.

EXHIBIT B TO UCC-1 FINANCING STATEMENT

That certain tract or parcel of land situated on the northwesterly side of Oaklawn Avenue in the City of Cranston, Providence County, State of Rhode Island and Providence Plantations shown on that plan entitled, "ALTA /ACSM Land Title Survey Plan A.P. 11-3, Lots 2794 & 3595 65-75 Oaklawn Avenue Cranston, Rhode Island Royale Apartments I, L.L.C. c/o Ronald C. Markoff 144 Medway Sheet Providence, Rhode Island 02906 Project No. 07-022 Scale: 1"= 30' Date: 04/20/07 Waterman Engineering Co.", and being more particularly bounded and described as follows:

Beginning at a point in the northwesterly highway line of Oaklawn Avenue, opposite to and 50.00' left of Baseline Station 138+32.19 as delineated by Rhode Island Highway Plat No. 616, said point being the most easterly corner of land now or formerly of the City of Providence and the most southerly corner of the parcel herein-described;

thence proceeding S 89°06'10" W, bounded southerly by the said City of Providence land, a distance of one hundred fifty and 68/100 (150.68) feet to an angle point;

thence proceeding S 85°50'10"W, bounded southerly by the said City of Providence land, a distance of two hundred and 00/100 (200.00) feet to an angle point;

thence proceeding S 83°36'10" W, bounded southerly by said City of Providence land, a distance of fifty eight and 80/100 (58.80) feet to the Washington Secondary Bikeway, now or formerly of the State of Rhode Island and Providence Plantations;

thence proceeding N 39°58'00" E, bounded northwesterly by the said Bikeway, a distance of two hundred fifty nine and 64/100 (259.64) feet to an angle point;

thence proceeding N 42°31'40" E, bounded northwesterly by the said Bikeway, a distance of one hundred sixty three and 00/100(163.00) feet to an angle point;

thence proceeding N 41°21'00" E, bounded northwesterly by the said Bikeway, a distance of one hundred ninety nine and 57/100 (199.57) feet to land now or formerly of Delpir Associates Limited Partnership;

thence proceeding S 62°10'30" E, bounded northeasterly by the said Delpir Associates land, a distance of two hundred five and 34/100 (205.34) feet the said northwesterly highway line of Oaklawn Avenue;

thence proceeding southwesterly along the arc of a curve deflecting to the right having a central angle of 09°53'17", a radius of 1399.36', an arc distance of two hundred forty one and 501/100 (241.50) feet to a point of tangency;

thence proceeding S 30°30'00" W by and with the said northwesterly highway line of Oaklawn Avenue a distance of one hundred fifty three and 25/100 (153.25) feet to the point and place of beginning.

**Property Address:**

65 Oaklawn Avenue, Cranston, RI

75 Oaklawn Avenue, Cranston, RI