

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 10011 BANK OF AMERIC UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 11636116 RIRI	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME WEST BAY RESIDENTIAL SERVICES, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 158 KNIGHT STREET			CITY WARWICK	STATE RI	POSTAL CODE 02886	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INCORPORATED	1f. JURISDICTION OF ORGANIZATION RI	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of America, N.A.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 70 Batterson Park Road			CITY Farmington	STATE CT	POSTAL CODE 06032	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

REPLACE LAPSES FILING 667108 6/9/97 ALL FIXTURES, CONTRACT RIGHTS, LEASES AND OTHER COLLATERAL, NOW OR HEREAFTER OWNED BY DEBTOR, INCLUDING WITHOUT LIMITATION ALL OF THE PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO, AS SITUATED ON OR TO BE SITUATED ON THE REAL PROPERTY DESCRIBED ON EXHIBIT B ATTACHED HERETO, THE RECORD OWNER OF WHICH IS THE DEBTOR.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 (optional) (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA

11636116

27-9533432937 18/796

035 0065077 BB NE

EXHIBIT A

Debtor:

West Bay Residential Services, Inc.
158 Knight Street
Warwick, RI 02886

Secured Party:

Fleet National Bank
111 Westminster Street
Providence, RI 02903
Attn: Paul W. Anghinetti
Vice President

(A) all fixtures, materials, machinery, equipment and other personal property of every kind and interest therein, now or hereafter owned by Debtor, which is or is intended to be attached to, incorporated into, located on, or used in or about the operation of that certain parcel of land located at 26 Knollwood Avenue, Cranston, Rhode Island described more particularly in Exhibit B hereto ("Premises") or the buildings or improvements thereon including, without in any way limiting the generality of the foregoing: any and all (i) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications, and power equipment and apparatus; (ii) gas, water and electrical equipment; (iii) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, conduits, ducts and compressors; and (iv) furnishings, furniture, carpeting, drapery rods and brackets, and appliances; together with any replacements or additions thereto or substitutions therefor; it being understood and agreed that all such fixtures and machinery, apparatus, equipment and other personal property are a part of and are declared to be a portion of the security, whether or not physically attached to the Premises;

(B) all present and future contract rights, accounts and income of Debtor derived from the Premises;

(C) all leases, subleases, tenancies, rentals and other agreements by the Debtor as lessor or landlord affecting the use or occupancy of the Premises or any part thereof, whether written or oral, now or hereafter existing with respect to all or any portion of the Premises ("Assigned Leases");

(D) all of the rentals and other payments which are now due or which hereafter may become due or payable to Debtor by virtue of the Assigned Leases or otherwise from all occupants, tenants, lessees, subtenants, and sublessees now and from time to time occupying the Premises or any portion thereof under or on account of all existing or future tenancies and leases of, and agreements now or hereafter affecting or having reference to, the whole or any part of the Premises and any renewals or extensions thereof or leases in substitution therefor;

(E) all guaranties of the Assigned Leases and any and all other security now held or at any time held by Debtor as security for the payment or performance of the provisions of the Assigned Leases;

(F) to the extent permitted by applicable law, all permits at any time secured by Debtor with respect to the operation of the Premises or any business located on the Premises;

(G) all right, title and interest of Debtor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(H) any and all awards, payments or proceeds, including interest thereon, and the right to receive the same which may be made with respect to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any insured casualty, or (iv) any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured hereby at the date of receipt of any such award, payment or proceeds by Secured Party, and of the reasonable counsel fees, costs and disbursements incurred by Secured Party in connection with the collection of such award, payment or proceeds; and

(I) all easements and appurtenances thereto.

EXHIBIT B

Premises Legal Description

26 Knollwood Avenue
Cranston, Rhode Island

Those two certain lots or parcels of land with all the buildings and improvements thereon, situated on the easterly side of Knollwood Avenue, in the City of Cranston, State of Rhode Island, laid out and designated as Lots No. 140 and 141 on that plat entitled "Central Park Cranston, R.I. belonging to Enterprise Real Estate Corporation, Providence, R.I. Feb. 1919 C.A. Thayer, Eng'r.", which plat is recorded in the office of the City Clerk of the City of Cranston in Plat Book 10 at Page 16 and (copy) on Plat Card 239.