

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; width: 80%; margin: auto; display: flex; justify-content: space-between;"> { } </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 SERVICE AVE REALTY LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o First Bristol Corporation, 10 North Main Street	Fall River	MA	02722	

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 EAST BOSTON SAVINGS BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
67 Prospect Street	Peabody	MA	01960	

4. COLLATERAL: This financing statement covers the following collateral:
The assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain OPEN-END MORTGAGE TO SECURE PRESENT AND FUTURE LOANS UNDER CHAPTER 25 OF TITLE 34 OF THE GENERAL LAWS OF THE STATE OF RHODE ISLAND AND SECURITY AGREEMENT, AND ASSIGNMENT dated as of October 9, 2015 (the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Schedule A attached hereto and made a part hereof.

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

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:
Filed with: RI - Secretary of State - CM # 17077.00033 **F#492467**
A#689123

SCHEDULE A

All of Debtor's right, title and interest in and to each of the following, and all proceeds, products, substitutions and accessions of or to any of the following:

a) the land with buildings and improvements whether now existing or hereafter constructed or located thereon, situated in Warwick, Kent County, Rhode Island, as more particularly described on Exhibit A annexed hereto, and being a portion of the land located at 171 Service Avenue (hereinafter, the "Mortgaged Premises");

b) all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, door bell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by the Debtor, now or in the future located at the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith, all to the extent now or hereafter owned by Debtor or in which Debtor now or hereafter has an interest, but in all cases specifically excluding any property owned by tenants or other occupants of the Mortgaged Premises;

c) all easements, covenants, agreements and rights which are appurtenant to or benefit ownership or title to the Mortgaged Premises;

d) all machinery, equipment, inventory, building supplies, and appliances, now or hereafter owned by the Debtor located at the Mortgaged Premises and used or useful in the operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof;

e) all leases, contracts, and management agreements (to the extent assignable), or agreements entered into, for the lease, rental, hire or use by the Debtor of any property of the same nature as the foregoing Subparagraphs (b) and (d) in connection with the operation, maintenance or occupation of the Mortgaged Premises;

f) all leases, tenancies, and occupancies, whether written or not, regarding all or any portion of the Mortgaged Premises (hereinafter, the "Leases"), all guarantees, security and agreements relating thereto, together with all income and profit arising therefrom or from any of the foregoing Subparagraphs (a) through (e), and all payments due or to become due thereunder (hereinafter, the "Rental Payments"), including, without limitation, all rent, additional rent, revenues, damages, insurance payments, taxes, insurance proceeds, and condemnation awards);

g) all contracts and agreements (together with the easements, covenants, agreements and rights referred to in Section 3.3(c), above, and the leases, contracts, and agreements referred to in Section 3.3(e), above, hereinafter, the "Contracts") licenses, reserve accounts, accounts and accounts receivable, contract rights, permits and approvals (hereinafter, collectively, the "Licenses") and warranties and representations,

relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraphs (a) through (f);

h) all funds held by the Secured Party as tax or insurance escrow payments;

i) all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (g); including, without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC); all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (g); and all awards, damages, proceeds, or refunds from any state, local, federal or other takings of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (g); and

j) All rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (i).

Capitalized terms used but not otherwise defined herein or in the Uniform Commercial Code shall have the meanings given them in the Mortgage made by Debtor, to and in favor of the Secured Party.

1894467.1

EXHIBIT A

LEGAL DESCRIPTION

That certain lot or parcel of land, with all the buildings and improvements thereon situated on the northerly side of Service Avenue in the City of Warwick, County of Kent, and State of Rhode Island bounded and described as follows:

Beginning at the intersection of the northerly line of Service Avenue with the easterly line of Interstate Route 95, said point being 125.00' feet right of Station 458+91.93 as shown on State Freeway Plat No. 1218.

Thence: northeasterly in the easterly line of Interstate Route 95 along the arc of a curve, having a radius of 8125.02' a central angle of 06°13'16", and a chord length of 881.78' bearing N26°30'19"E; a distance of eight hundred eighty two and 21/100 feet (882.21') to the Old Pawtuxet River.

Thence: northeasterly along the Old Pawtuxet River, a distance of seven hundred and fourteen feet more or less (714'±) to a point.

Thence: S53°12'57"E bounded northerly by land now or formerly of Narragansett Electric Corporation, a distance of forty-nine and 00/100 feet (49.00') to a point.

Thence: S03°20'57"E bounded easterly by other land now or formerly of the Narragansett Electric Corporation, a distance of one thousand seventy three and 49/100 feet (1073.49') to a rebar set in the northerly line of Service Avenue.

Thence: southwesterly in the northerly line of Service Avenue along the arc of a curve, having a radius of 470.90', a central angle of 16°12'04", and a chord length of 132.71' bearing S74°39'42"W; a distance of one hundred thirty three and 15/100 feet (133.15') to a point of reverse curvature.

Thence: continuing southwesterly in the northerly line of Service Avenue along the arc of a curve having a radius of 413.90', a central angle of 19°16'30", and a chord length of 138.59' bearing S76°11'55"W; a distance of one hundred thirty nine and 24/100 feet (139.24') to a point of tangency.

Thence: S85°50'10"W continuing in the northerly line of Service Avenue, a distance of four hundred sixty nine and 47/100 feet (469.47') to a point of curvature.

Thence: northwesterly continuing in the northerly line of Service Avenue along the arc of a curve, having a radius of 485.39', a central angle of 30°40'40", and a chord length of 256.80' bearing N78°49'30"W; a distance of two hundred fifty nine and 89/100 feet (259.89') to a point of tangency.

Thence: N63°29'10"W continuing in the northerly line of Service Avenue, a distance of seventy six and 54/100 feet (76.54') to the Point of Beginning.