

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Michelle MacKnight (401) 521-7000
B. E-MAIL CONTACT AT FILER (optional) ecavila@rcfp.com
C. SEND ACKNOWLEDGMENT TO (Name and Address) Edward G. Avila, Esq. Roberts Carroll Feldstein & Peirce 10 Weybosset Street, Suite 800 Providence, RI 02903

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 R.E. Johnston Family, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5 Burlington Woods, Suite 103	Burlington	MA	01803	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 Rockland Trust Company				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 Slade's Ferry Avenue	Somerset	MA	02726	USA

4. COLLATERAL: This financing statement covers the following collateral

See Exhibit "A" attached hereto and incorporated herein by reference.

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	6b. Check <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licenser	

8. OPTIONAL FILER REFERENCE DATA.

Our File No. 3842-270

Filed with the Rhode Island Secretary of State

EXHIBIT A

Secured Party: Rockland Trust Company
 288 Union Street
 Rockland, Massachusetts 02370

Debtor: R.E. Johnston Family, LLC
 c/o Capstone Properties
 5 Burlington Woods, Suite 103
 Burlington, Massachusetts 01803

All fixtures, machinery, equipment, furniture, inventory, building supplies, appliances and other articles of personal property (hereinafter collectively referred to as the "Personal Property"), including, but not limited to, all gas and electric fixtures, radiators, heaters, furnaces, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, commodes, basins, pipes, faucets and other plumbing, heating and air conditioning equipment, mirrors, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, light fixtures, signs, lawn equipment, water heaters, and cooking apparatus and appurtenances, and all other fixtures and equipment now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the real property described in Exhibit B attached hereto ("Mortgaged Property"), whether installed in such a way as to become a part thereof or not, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of Debtor in and to any of the foregoing now owned or hereafter acquired by Debtor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Improvements as between the parties hereto and all persons claiming by, through or under them;

All right, title and interest of Debtor in and to all policies of insurance, licenses, franchises, permits, service contracts, maintenance contracts, property management agreements, equipment leases, tradenames, trademarks, servicemarks, logos, goodwill, accounts, chattel paper, whether tangible or electronic, payment intangibles, payment obligations arising out of the sale, lease or license of tangible and intangible property, health care insurance receivables, credit card receivables, letter-of-credit rights, supporting obligations, software, commercial tort claims, tax refunds, and general intangibles as defined in the Uniform Commercial Code as enacted in the State of Rhode Island, which in any way now or hereafter belong, relate or appertain to the Mortgaged Property or the Personal Property or any part thereof now owned or hereafter acquired by Debtor, including, without limitation, all condemnation payments, insurance proceeds and escrow funds;

All the right, title, interest of Debtor in and to all contracts, agreements, labor, material and payment bonds, guaranties and warranties, and plans and specifications, whether now or

hereafter existing, including, without limitation (i) any architectural or engineering agreement other architectural or engineering services, (ii) the plans and specifications for the construction of any improvements on the Mortgaged Property, and (iii) any construction manager's agreement entered into with respect to construction of improvements on the Mortgaged Property;

All proceeds, products, substitutions and accessions of the foregoing of every type.

All proceeds of the above property, including such as may be in the possession of Debtor at any time or in the possession of any representative person on behalf of Debtor, including a Trustee, receiver, custodian or other similar official under any action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Debtor under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, whether such proceeds have been paid to or recovered by Debtor or any of said representatives.

The Debtor acknowledges and agrees that, with respect to any term used herein that is defined in either (a) Article 9 of the Uniform Commercial Code as in force in the jurisdiction in which this financing statement was signed by the Debtor at the time it was signed or (b) Article 9 as in force at any relevant time in the jurisdiction in which this financing statement is filed, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the two definitions.

The Debtor further acknowledges and agrees that this financing statement covers, and is intended to cover, all assets of the Debtor.

3842-270/3268714

EXHIBIT B
LEGAL DESCRIPTION

That certain real estate and any buildings and improvements thereon, situated in the City and County of Providence, Rhode Island, and described as follows:

Beginning at the northeasterly corner of Angell Street and Thayer Street; thence running northerly, bounded westerly, on Thayer Street 150.09 feet to Euclid Avenue; thence running easterly bounding northerly on Euclid Avenue, 43.8 feet; thence running southerly 75.05 feet; thence running easterly 1.79 feet, the latter two courses bounding easterly and northerly on land now or lately of Caroline H.S. Stilson; thence running southerly bounding easterly on land now or lately of Pleasant Realty Co. 75 feet; thence running westerly, bounding southerly on Angell Street, 47 feet to the point of beginning.

Excepting therefrom that parcel of land with the buildings and improvements thereon, at the northeasterly corner of the intersection of Angell Street and Thayer Street, Providence, County of Providence, and State of Rhode Island, being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the northerly line of Angell Street and the easterly line of Thayer Street, said point also being the southwesterly corner of the herein described parcel; thence running northerly along the easterly line of said Thayer Street a distance of 69.27 feet to a point at the south corner of other land of R.E. Johnston Family, LLC; thence turning an interior angle of $91^{\circ} 37' 31''$ and running easterly, bounding northerly, by other land of R.E. Johnston Family, LLC, in the range of, and along the southerly face of the existing building, a distance of 46.99 feet to a point at the northwest corner of land now or formerly of The Pleasant Realty Company; thence turning an interior angle of $88^{\circ} 22' 29''$ and running southerly, bounded easterly by said Pleasant Realty land, a distance of 68.94 feet to a point in the northerly line of said Angell Street; thence turning an interior angle of $92^{\circ} 02' 00''$ and running westerly along the northerly line of said Angell Street, a distance of 47.00 feet to the point and place of beginning. There forming an interior angle of $87^{\circ} 58' 00''$.

FOR REFERENCE ONLY:

249 Thayer Street
Providence, Rhode Island
Plat 13, Lot 49