

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 32814 - THE <div style="display: flex; justify-content: space-between;"><div>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071</div><div>100713619 RIRI</div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">File with: Secretary of State, RI</div>	

**SEE BELOW FOR SECURED PARTY CONTACT INFORMATION**

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 Sanrose Realty Associates, LLP				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c MAILING ADDRESS One Furniture Way		CITY Swansea	STATE MA	POSTAL CODE 02777
			COUNTRY 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 The Washington Trust Company, of Westerly				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c MAILING ADDRESS 23 Broad Street		CITY Westerly	STATE RI	POSTAL CODE 02891
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following 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.

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/Licenseor

8. OPTIONAL FILER REFERENCE DATA

100713619

J Confessore/ C & I

95429000

## **EXHIBIT A**

**Debtor:** Sanrose Realty Associates, LLP  
One Furniture Way  
Swansea, Massachusetts 02777

**Secured Party:** The Washington Trust Company  
23 Broad Street  
Westerly, Rhode Island 02891

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 hereunder, 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, 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, including, without limitation, the right, upon the occurrence and during the continuation of an Event of Default (as may be defined in the Obligations), to receive and collect any sums payable to the Debtor thereunder.

#### **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.

**EXHIBIT "B"**

**1681 Quaker Lane, West Warwick, RI - Plat 30 Lot 52**

**That certain tract or parcel of land, located on the westerly side of Rhode Island Route 2, commonly known as Quaker Lane; and on the northerly side of an On-Ramp to Interstate Route 95 southbound and being in the Town of West Warwick, County of Kent, State of Rhode Island, the same being more specifically described as follows:**

**Beginning at a point on the westerly line of Quaker Lane, said point being established on Rhode Island Highway Plat No. 1825 and being radically opposite and forty-eight and 00/100 (48.00) feet westerly from Station 160, 29.40 on the centerline of Route 2 as established by said Plat No. 1825, said point also being on a State Freeway Line established by Rhode Island Highway Plat No. 964;**

**Thence on a true bearing of S 1°32'24"W, along said State Freeway Line, a distance of one hundred sixty-nine and 55/100 (169.33) feet to a point, said point also being on a State Freeway Line established by Rhode Island Highway Plat No. 1032;**

**Thence on a true bearing of N 87°33'00"E, along said Freeway Line of Plat No. 1032, a distance of six and 68/100 (6.68) feet to a point;**

**Thence on a true bearing of S 0°14'36"E, along said Freeway Line and distance of twenty of twenty-five and 01/100 (25.01) feet to a point;**

**Thence on a true bearing of S 87°55'03"W, along said Freeway Line & distance of seven and 46/100 (7.46) feet to a point; said point also being on said Plat No. 964;**

**Thence on a true bearing of S 1°32'24"W, along said Freeway Line of Plat No. 964, a distance of one hundred thirty-five and 59/100 (135.59) feet to a point;**

**Thence along the arc of a curve along said Freeway Line bounded easterly and southeasterly by said Quaker Lane in part and by said On-Ramp to Interstate Route 95 southbound in part the arc having a radius of three hundred fifty-six and 39/100 (356.39) feet, a distance of three hundred eighty-six and 80/100 (386.80) feet to a point;**

**Thence on a true bearing S 76°18'06"W, along said Freeway Line, a distance of eighty-nine and 63/100 (89.63) feet to a point;**

**Thence on a true bearing S 60°06'18"W, along said Freeway Line, a distance of three hundred eighty-three and 63/100 (383.63) feet to a point;**

Thence on a true bearing of N 2°47'15" W, leaving said Freeway Line, and running along property now or formerly of Fanton C. Keyes Associates, a distance of nine hundred and 48/100 (900.48) feet to a point on the southerly street line of James F. Murphy Road;

Thence on a true bearing of N 87°55'12"E, along said southerly street line of James F. Murphy Road, a distance of five hundred ninety-nine and 12/100 (599.12) feet to a point.;

Thence along the arc of a curve along said street line running easterly and southerly, the arc having a radius of fifty and 00/100 (50.00) feet, a distance of seventy-eight and 30/100 (78.30) feet to a point, said point also being on the westerly State Highway Line of Quaker Lane, so called established by said Plat No. 1825;

Thence along the arc of a curve, southerly along said State Highway Line, the arc having a radius of nine thousand nine hundred fifty-three and 05/100 (9,953.05) feet a distance of eight and 85/100 (8.85) feet to the point and place of beginning.

The parcel contains ten and 64/100 (10.64) acres more or less.

The above described parcel contains the following permanent easements:

1) A permanent utility easement located in the northeast corner of said parcel for the purpose of maintaining a traffic signal pole and appurtenances as shown on unrecorded plan.

Further described in Rhode Island Highway Plat No. 1825.

2) A permanent easement located along the southerly and easterly boundaries, a twenty (20) foot easement for the purpose of maintaining a sanitary sewer line as shown on plans and on file with the Town of West Warwick, dated October 1, 1974 and further referenced in Project No. WSF-RI-01-06-1007

6 James P. Murphy Highway, West Warwick, RI - Plat 30 Lot 81

Description of land, as shown on the proposed subdivision plan entitled "Central Rhode Island Business Park Phase I, prepared for Fenton G. Keyes Associates..." said parcel being a portion of West Warwick Assessors Plat 30, Lot 8.

That certain tract or parcel of land, located on the southerly side of James P. Murphy Industrial Highway, and on the northerly side of an On-Ramp to Interstate Route 95 southbound and being in the Town of West Warwick, County of Kent, State of Rhode Island, the same being more specifically described as follows:

Beginning at an iron pin on the southerly street line of James P. Murphy Industrial Highway, said point being the northeasterly corner of the herein describes parcel of land;

Thence running southeasterly, at a bearing of S 02°45'43" E, a distance of nine-hundred and six one-hundreds (900.06) feet, bounded northwesterly by property now or formerly owned by Sanrose Realty Associates to a point; said point being the southeasterly corner of this parcel of land; said point also being located three-hundred eighty-three and sixty-three one-hundreds (393.63) southwest of a Rhode Island Highway Bound located at Station 5G+00.53 along the Northerly State Freeway Line as established by Rhode Island Highway Plat No. 964;

Thence running southwesterly, at a bearing of S 60°03'55" W, along the northerly Freeway Line of said Plat No. 964, a distance of fifty and zero one-hundreds (50.00) feet to a point; said point being the southwesterly corner of this parcel;

Thence running northwesterly, bounded southwesterly by other land of Fenton G. Keyes Associates, at a bearing of N 21°14'17" W, a distance of nine-hundred sixty-eight and eighty-nine one-hundreds (968.89) feet to a point along the arc of a curve in James P. Murphy Highway, said point being the northwesterly corner of this parcel of land;

Thence running easterly, along the arc of said curve to the right, on the southerly street line of James P. Murphy Industrial Highway, sixty and zero hundreds( 60.00) feet to a point. Said arc is further described as having a radius of two-hundred twenty and zero one-hundreds (220.00) feet, a delta angle of 15° 37'34", and a tangent of thirty and nineteen one-hundreds (30.19) feet;

Thence running northeasterly, bounded northwesterly by James P. Murphy Highway, at a bearing of N 87° 55'15" E, a distance of two-hundred ninety-two and twenty one-hundreds (292.20) feet to the point and place of beginning.

The above described parcel of land comprises an area of four and twenty-one hundreds (4.21) acres.

The above described parcel contains the following permanent easement:

1. A permanent twenty (20) foot sewer easement located along the southerly portions of said property for the purpose of maintaining a sanitary sewer line.

EXHIBIT "B" *Continued*

That certain parcel of land with all buildings and improvements thereon, situated in the Town of Swansea, County of Bristol, Commonwealth of Massachusetts, designated as "Lot 2" on plan of land entitled, "DEFINITIVE PLAN 'PATRIOT PARK', SWANSEA, BRISTOL COUNTY, MASSACHUSETTS, BRISTOL COUNTY LAND SURVEYS, INC., DATE: SEPTEMBER 21, 1987" recorded with Bristol County Fall River Registry of Deeds, Plan Book 87, Page 16.

Said parcel is further bounded and described according to said plan as follows:

NORTHERLY by Interstate Route 1-195 (Interstate Highway) 592.95 feet;

EASTERLY by land now or formerly of Robert J. and Nancy Dallaire, 174.05 feet;

SOUTHEASTERLY by land now or formerly of Randolph W. Larrivee, 155.99 feet;

NORTHEASTERLY by land now or formerly of said Randolph W. Larrivee, 348.65 feet;

SOUTHEASTERLY again by land now or formerly of Joseph Souza, Jr., in part, and by land now or formerly of Barbara A. Chadwick et als, in part, 849.29 feet;

SOUTHWESTERLY by Lot 1 on the aforementioned plan, 228.92 feet;

SOUTHEASTERLY again by said Lot 1 on the aforementioned plan, 282.31 feet;

SOUTHWESTERLY again by Filko Avenue, 60.00 feet;

SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY again by a curve in Filko Avenue, 235.90 feet;

WESTERLY by a curve in Puke Avenue, 36.27 feet;

NORTHWESTERLY by James Reynolds Road (Route 136), 118.64 feet;

NORTHEASTERLY again by land now or formerly of Mobil Oil Corp., 150 feet;

NORTHWESTERLY again by said land of Mobil Oil Corp., 250 feet;

SOUTHWESTERLY again by said land of Mobil Oil Corp., 150 feet;

NORTHWESTERLY again by James Reynolds Road (Route 136) 997.77 feet.

Said premises are conveyed together with the benefit of a restriction to burden the remaining land shown as Lot 1 on the aforescribed plan, said restriction for the benefit of Lot 2 on the aforescribed plan restricting Lot 1 as follows:

No portion of Lot 1 shall be developed in whole or in part for the retail sale of furniture (excluding appliances).

This restriction shall run with the land and be binding upon the Grantors, their heirs and assigns.

Being the same premises conveyed to these grantors in Book 1961 Page 17.

(For internal reference purposes only: AP 36 Lot 35 – Filko Avenue)

That certain parcel of land with all buildings and improvements thereon located on Filko Avenue and situated in the Town of Swansea, County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northeasterly side of Filko Avenue, said point being One Hundred Sixty-five and Forty-six One-Hundredths (165.46) feet southeasterly from the southeasterly line of James Reynolds Road and being the northwesterly corner within the described parcel; thence continuing in a southeasterly direction Three Hundred Eight and Ninety-eight One-Hundredths (308.98) feet to a corner, thence turning and running southwesterly bounded southeasterly in part by land now or lately of William T. Chadwick and Mark A. Kurkoski and wife, One Hundred Thirty-seven and Seventy-two One-Hundredths (131.72) feet; thence turning and running in a northwesterly direction bounding southwesterly by land in part now or lately of Joseph Santos and wife, the Town of Swansea, Benjamin H. Adams and wife and Frank J. DeFruscio, a distance of Two Hundred Ninety-seven and Forty-five One-Hundredths (297.45) feet; thence turning an interior angle and running in a northeasterly direction bounded northwesterly by land

now or lately of Total Leasing, Inc. a distance of One Hundred Twenty-nine and Ninety One-Hundredths (129.90) feet to the point and place of beginning.

Being the same premises conveyed to these grantors in Book 3189 Page 226.



EXHIBIT "B" *Continued*

PARCEL ONE:

A certain parcel of land situated Northerly of Interstate 95, Easterly of south Washington Street (U. S. Route 1), and Westerly side of Newport Avenue (Route 1A) In the City of Attleboro, in the county of Bristol, Commonwealth of Massachusetts, bound and described as follows:

Beginning at a Rebar with Punch Mark (found), at the intersection of the Southerly sideline of Clayton Street and the Westerly sideline of Newport Avenue (Route 1A), and said point being the Northeast corner of the herein described parcel thence running

S 13° 07'37"E by said Westerly side line Newport Avenue (Route 1A), Three Hundred Seventy-seven and 17/100 (377.17) feet to a Rebar with Plastic cap (found) and land now or formerly of the City of Attleboro; thence running

S 02° 41'16"W by land now or formerly of the City of Attleboro, One Hundred Ninety-five and 23/100 (195.23) feet to a Rebar with Plastic Cap (found); thence running

S 20° 34'44"E by land now or formerly of the City of Attleboro, Two Hundred Seventy-three and 44/100 (273.44) feet to a PK Nail (found); thence running

N 72° 37'00"W by land now or formerly of the City of Attleboro, Eleven and 27/100 (11.27) feet to a PK Nail (found) in the Westerly sideline of Newport Avenue (route 1A); thence running

S 07° 48'16" E by said Westerly side line Newport Avenue (Route 1A), Two Hundred Twenty-seven and 35/100 (227.35) feet to a Massachusetts Highway Bound (found); Thence running

S 34° 04'00"W by the sideline of the "On" Ramp leading from the Southerly sideline of Interstate 95, Two Hundred and 53/100 (200.53) feet to a point; thence running

S 49° 29'54"W by the Northerly sideline of said "On" Ramp, Two Hundred Fifty-nine and 10/100 (259.10) feet to a point of curvature; thence running

Southwesterly Curving to the left by the Northerly sideline of said "On" Ramp, said curve having a radius of Five Hundred Ninety-eight and 00/100 (598.00) feet, a distance of Three Hundred Five and 76/100 (305.76) feet to a point; thence running

S 20° 12'10"W by the northerly sideline of said "On" Ramp, Four Hundred Forty-four and 74/100 (444.74) feet to a point of curvature; thence running

Southwesterly curving to the right by the Northerly sideline of said "On" Ramp, said curve having a radius of Two Hundred Fifty-eight and 00/100 (258.00) feet, a distance of One Hundred Eighty-Seven and 73/100 (187.73) feet to a point; thence running

S 61° 53'35"W by the Northerly Sideline of said "On" Ramp, One Hundred Forty-eight and 02/100 feet to a point in the Northerly sideline of Interstate 95; thence running

S 68° 17'00"W by said Northerly sideline of Interstate 95, One Thousand One Hundred Ten and 7/100 (1110.76) feet to a Massachusetts Highway bound with Brass Tack in Lea Plug (found); thence running

S 00° 01'08"W by the Northerly sideline of said Interstate 95, Twenty-six and 91/100 (26.91) feet to a Massachusetts highway bound with Brass Tack in Lead Plug (found); thence running

S 68° 17'00"W by the Northerly sideline of said Interstate 95, Twenty-one and 50/100 (21.50) feet to a point at land now or formerly of the City of Attleboro; thence running

N 89° 42'08"W by land now or formerly of the City of Attleboro, One Hundred Twenty and 87/100 (120.87) feet to a point; thence running

S 00° 17'52"W by land now or formerly of the City of Attleboro, Forty-eight and 87/100 (48.87) feet to a point in the Northerly sideline of said Interstate 95; thence running

S 68° 17'00"W by said Northerly sideline of Interstate 95, Ninety and 82/100 (90.82) feet to a Rebar with Plastic Cup (found) at the Intersection of the Northerly sideline of said Interstate 95 and the Easterly sideline of Newton Street; thence running

N 12° 58'08"W by said Easterly sideline of Newton Street, Eighty-five and 19/100 (85.19) feet to a Stone Bound with Drill Hole (found); thence running

N 12° 58'08"W by said Easterly sideline of Newton Street, One Hundred Two and 74/100 (102.74) feet to a point; thence running

N 00° 17'52" E by the Easterly end of Baltic Street, Forty and 00/100 (40.00) feet to a Rebar with Plastic Cup in Stones (found); thence running

N 89° 42'08"W by the Northerly sideline of Baltic Street, One Hundred Eighty-eight and 25/100 (188.25) feet to Drill Hole in East Face of Concrete Retaining Wall (found); thence running

N 00° 17'52" E by land now or formerly of Paul L. and Patricia A. LaCroix, One Hundred and 00/100 (100.00) feet to a point; thence running

S 89° 42'08"E by land now of formerly of Carmine Lorusso, Jr., Twenty and 00/100 (20.00) feet to an Iron Pipe (found); thence running

N 00° 17'52" E by land now of formerly of Lorusso, Jr., One Hundred and 00/100 (100.00) feet to an Iron Pipe (found); thence running

N 89° 42'08"W by land now or formerly of Lorusso, Jr., Fourteen and 98/100 (14.98) feet to an Iron Pipe (found); thence running

N 18° 05'33"W by the Easterly end of Cambria Street and by land now or formerly of the Roman Catholic Bishop of Fall River, Mass., Sixty-nine and 68/100 (69.68) feet to an Iron Pipe (found); thence running

N 19° 42'31"E by land now or formerly of the Roman Catholic Bishop of Fall River, Mass., Forty-nine and 29/100 (49.28) feet to a Rebar with Plastic Cap (found); thence running

N 16° 39'03"W by land now or formerly of the Roman Catholic Bishop of Fall River, Mass., Seventy-seven and 71/100 (77.71) feet to an Iron Pipe (found); thence running

S 62° 58'27"W by land now or formerly of the Roman Catholic Bishop of Fall River, Mass., Fifty-three and 32/100 (53.32) feet to an Iron Pipe (found); thence running

S 86° 52'57"W by land now or formerly of the Roman Catholic Bishop of Fall River, Mass., One Hundred Forty-nine and 51/100 (149.51) feet to a Rebar with Plastic Cap (found); thence running

N 13° 18'13"W by land now or formerly of William J. Dennett, One Hundred Twenty-four and 25/100 (124.25) feet to a Rebar with Plastic Cap (found); thence running

N 76° 41'47"E by the Southerly sideline of Rex Avenue, One Hundred and 00/100 (100.00) feet to an Iron Pipe (found); thence running

N 76° 41'47"E by the Easterly end of Rex Avenue, Forty and 00/100 (40.00) feet to an Iron Pipe (found); thence running

N 76° 41'47" E by land now or formerly of Donald A. Cerrone, Fifty and 00/100 (50.00) feet to an Iron Pipe

N 13° 18'13"W by land now or formerly of Cerrone and the Easterly end of Guild Avenue, Two Hundred Thirty-nine and 99/100 (239.99) feet to a Rebar with Plastic Cap (found); thence running

N 76° 41'47" E by the Northerly sideline of Guild Avenue, Eighty-seven and 62/100 (87.62) feet to a Rebar with a Plastic Cap (found); thence running

N 69° 14'13"W by the Northerly Sideline of Guild Avenue, One Hundred Two and 00/100 (102.00) feet to a point in the Easterly sideline of Washington Street (U.S. Route One (1)); thence running

N 20° 45'47"E by the Easterly sideline of Washington Street (U.S. Route One(1)) Two Hundred Forty-seven and 04/100 (247.04) feet to a point at the intersection of said Easterly sideline of Washington Street (U.S. Route One) and the Southerly sideline of Curtis Avenue; thence running

S 69° 14'13"W by the Southerly sideline of Curtis Avenue, One Hundred Twelve and 57/100 (112.57) feet to a point; thence running

N 76° 34'13"E by the Southerly sideline of Curtis Avenue, Eight Hundred Ninety-nine and 81/100 (899.81) feet to a Rebar with a Plastic Cap (found); thence running

N 76° 34'13"E by the Southerly sideline of Curtis Avenue, Two Hundred Twenty-three and 79/100 (223.79) feet to a point in the Easterly end of Curtis Avenue' thence running

N 23° 28'10"W By said Easterly end of Curtis Avenue, Twenty-one and 73/100 (21.73) feet to a point in the Easterly end of Curtis Avenue; thence running

N 70° 34'00"E by said Curtis Avenue, Zero and 45/100 (0.45) feet to a point in the Easterly end of Curtis Avenue; thence running

N 23° 24'47"W by said Easterly end of Curtis Avenue, Eighteen and 84/100 (18.84) feet to a point in the Northerly sideline Curtis Avenue; thence running

S 76° 34'13"W by said Northerly sideline of Curtis Avenue, Two Hundred Seventeen and 19/100 (217.19) feet to a Concrete Bound with Drill Hole (found); thence running

N 13° 25'47"W by land now or formerly of Brian A. and Rosemarie J. Pederson, One Hundred Forty-eight and 52/100 (148.52) feet to a Rebar with Plastic Cap (found); thence running

N 77° 57'13"E by land now or formerly of Harold David Dansby and Suzanne M. Sarty-Dansby, Eighty-five and 34/100 (85.34) feet to a Rebar with Plastic Cap (found); thence running

N 12° 02'47"W by land now or formerly of Dansby and Sarty-Dansby, Seventy and 00/1—(70.00) feet to a Rebar with Plastic Cap (found) in the Southerly sideline of Hackett Avenue; thence running

N 77° 57'13"E by said Southerly sideline of Hackett Avenue, Two Hundred Thirty-five and 30/100 (235.30) feet to the Easterly end of Hackett Avenue and a Rebar with Plastic Cap (found); thence running

N 23° 24'47"W by said Easterly end of Hackett Avenue and the Easterly sideline of Fulton Avenue, One Hundred Eighty-six and 50/100 (186.50) feet to an Iron Pipe (found); thence running

N 81° 25'51"E by land now or formerly of Edward J. and Sophia Mendrzychowski, Ninety-six and 36/100 (96.36) feet to an Iron Pipe (found); thence running

N 78°58'36"E by said land now or formerly Mendrzychowski, One Hundred and 09/100 (100.09) feet to an Iron Pipe (found); thence running

N 78° 58'36"E by land now or formerly of Eric J. Billinghoff and land now or formerly of John T. Friedlander, Jr., Five Hundred Forty-three and 50/100 (543.50) feet to a point; thence running

N 12° 49'08"W by land now or formerly of John T. Friedlander, Jr., by land now or formerly of Keith and Paula Campbell by land now or formerly of Mario and Tracey J. Barbeiro, by land now or formerly of Antonlo F. and Dawn H. Rainha and by land now or formerly of Stephan E. and Kimberly A. Tanguay, Six Hundred Three and 84/100 (603.84) feet to a point in the Southerly sideline of Clayton Street; thence running

N 78° by said Southerly sideline of Clayton Street, Six Hundred Seventy-seven 85/100 (677.85) feet to Rebar with Punch Mark at the point of beginning

The above described land is more particularly shown on a plan Entitled: "Plan of Land, "SWEEDEN SWAMP", in Attleboro, Massachusetts, prepare for Newport Galleria Group, P.O. Box 98, DeWitt, New York 13214, Scale 1"=50', Date: October 12, 1995, DWG. No 1". Prepared by Tilton & Associates, Inc., One George Leven Drive, P.O. Box 467, North Attleborough, Massachusetts 02761, recorded with Bristol North Registry of Deeds in Plan Book 350, Plan 30,31,32, and 33.

Included in the above described Parcel is a piece of Registered Land, the boundaries of which are determined by the Land Court to be located as shown upon a Plan dated September 11, 1968 by E. Otis Dyer, Surveyor, filed in the Northern Registry District of Bristol County as Plan No. 35970A, as approved by the Court, a copy of which is filed with the Northern Registry District of Bristol County with Certificate of Title No. 5222 in Book 24 at Page 67.

#### PARCEL TWO:

Beginning at a Brass Tack in Lead Plug (Found in a Massachusetts Highway Bound in the Northerly sideline of Interstate 95 thence 68° 17'00"W, Twenty-one and 50/100 (21.50) feet to the True Point of Beginning; thence running

S 68° 17'00" W One Hundred Thirty and 37/100 (130.75) feet by said Northerly sideline of Interstate 95 to a point; thence running

N 00° 17'52"E Forty-eight and 87/100 (48.87) feet by land now or formerly R/R Attleboro, LLC to a point; thence running

S 89° 42'08" E One Hundred Twenty and 87/100 (120.87) feet by land now or formerly R/R Attleboro, LLC to the True Point of Beginning.

Said Parcel contains Two Thousand Nine Hundred Fifty-three (2953) Square Feet, and is shown as Parcel A on a plan entitled PLAND OF LAND IN ATTLEBORO, MASSACHUSETTS prepared for R/R ATTLEBORO, LLC., 41 Indian

Ridge Road, Natick, Massachusetts 01760, Scale: 1"=200, September 20,1996 and Prepared by TILTON & ASSOCIATED, INC.P.O. Box, 467, One George Leven Drive, North Attleboro, Massachusetts 02761.

**PARCEL THREE:**

Beginning at a Massachusetts Highway Bound, said Bound being at the intersection of the Westerly sideline of Newport Avenue (Route 1A) and the Northwesterly sideline of a Ramp Leading to South Bound Interstate 95, thence running N 07° 48' 10" W, two hundred ninety-seven and 50/100 (297.50) feet to PK Nail and the True Point of Beginning; thence running

S 72° 37'00"W Eleven and 27/100 (11.27) feet by land now or formerly R/R Attleboro, LLC to a PK Nail; thence running

N 20° 34'44"W Two Hundred seventy-three and 44/100 (273.44) feet by land now or formerly R/R Attleboro, LLC to a Rebar with Plastic Cap; thence running

N 02° 41'16"E One hundred ninety-five and 23/100 (195.23) feet by land now or formerly of R/R Attleboro, LLC to a Rebar with Plastic Cap in the Westerly sideline of Newport Avenue (Route 1A); thence running

S 13° 07'37"E Three hundred eighty-eight and 29/100 (388.29) feet by said Westerly sideline of Newport Avenue (Route 1A); thence running

S 07° 48'16"E Seventy and 15/100 (70.15) feet by said Westerly sideline of Newport Avenue (Route 1A) to the point of True Beginning.

Said Parcel contains Fourteen Thousand Three Hundred Seventy-eight (14,378) Square Feet, and is shown as Parcel B on a plan entitled PLAN OF LAND IN ATTLEBORO, MASSACHUSETTS prepare for R/R ATTLEBORO, LLC, 41 Indian Ridge Road, Natick, Massachusetts 01760, Scale: 1"=200', September 20, 1996 and Prepared by TILTON & ASSOCIATES INC., P.O Box 467, One George Leven Drive, North Attleborough, Massachusetts 02761