

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] <b>Michelle Ruberto Fonseca</b>	
B. SEND ACKNOWLEDGMENT TO: [Name and Address]  <b>Michelle Ruberto Fonseca Holland &amp; Knight LLP One Financial Plaza Suite 1400 Providence, RI 02903</b>	

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 <b>39 FAREWELL, L.P., a Rhode Island limited partnership</b>					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>50 Washington Square</b>			CITY <b>Newport</b>	STATE <b>RI</b>	POSTAL CODE <b>02840</b>
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND			1e. TYPE OF ORGANIZATION <b>LP</b>	1f. JURISDICTION OF ORGANIZATION <b>Rhode Island</b>	
			1g. ORGANIZATIONAL ID #, if any <b>156608</b> <input 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
2d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND			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 <b>MUMFORD HOUSING CORPORATION, a Rhode Island Non-Profit Corporation</b>					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>50 Washington Square</b>			CITY <b>Newport</b>	STATE <b>RI</b>	POSTAL CODE <b>02840</b>
			COUNTRY <b>33943</b>		

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A to Form UCC-1

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. TO REQUEST A SEARCH REPORT, FILE A UCC11

8. OPTIONAL FILER REFERENCE DATA:

### **Exhibit A to Form UCC-1**

**Debtor:** 39 FAREWELL, L.P., a Rhode Island limited partnership  
50 Washington Square  
Newport, RI 02840

**Secured Party:** MUMFORD HOUSING CORPORATION, a Rhode Island non-profit corporation  
50 Washington Square  
Newport, RI 02840

- (a) That certain parcel or parcels of land located at 50 Washington Square, in the City of Newport, State of Rhode Island, and more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Premises");
- (b) Any and all buildings and improvements now or hereafter located on the Premises (the "Improvements");
- (c) Any and all fixtures, machinery, equipment and other personal property of every kind, now or hereafter located in or upon or affixed to the Premises or Improvements, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation of the Premises or Improvements, or any part thereof, and now owned or hereafter acquired by Debtor, or in which Debtor now or hereafter has an interest, including, without limitation, 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, (iv) electrical and/or gas appliances, incinerators, carpeting, furniture and furnishings, draperies, storm windows and doors, and screens and awnings, (v) all licenses, permits or approvals of any kind from any governmental or quasi-governmental authority, any construction contracts, management contracts, engineer's contracts, subcontractor's contracts, architect's contracts, plans and specifications, payment and performance bonds, and any other rights and benefits in the nature of the foregoing, and (vi) any and all renewals of, replacements, accessions or additions to, substitutions for and proceeds and products of any and all of the foregoing; provided that the abandoned mill and other equipment located throughout the Improvements when Debtor acquired the Premises shall be donated or disposed of without significant payment received by the Debtor (the "Personal Property");
- (d) Any and all easements, rights of way, privileges, hereditaments and appurtenances now or hereafter belonging to or inuring to the benefit of the Premises and/or Improvements or any part thereof including but not limited to all right, title and interest of Debtor in and to the land lying within any street,

roadway or body of water adjoining the Premises or any part thereof and all right, title and interest of Debtor in and to any now or hereafter vacated streets or roads adjoining the Premises or any part thereof;

- (e) Any and all issues, benefits and profits of the Premises and/or Improvements;
- (f) Each and every agreement providing for use or occupancy of all or any part of the Premises, whether written or oral, whether now existing or hereafter arising, and any and all amendments, renewals and extensions thereof; and any and all rents and other payments of every kind due or payable and to become due or payable to Debtor by virtue of the Leases, or otherwise due or payable and to become due or payable to Debtor as the result of any use, possession or occupancy of all or any part of the Premises (the "Leases and Rents");
- (g) Any and all proceeds payable or paid for or with respect to or as a result of damage or loss to the Premises, Improvements and Personal Property, or any part thereof, including, without limitation, insurance proceeds, and all awards in connection with any condemnation or other taking of the Premises, Improvements and Personal Property, or any part thereof, or for conveyance in lieu thereof (the "Proceeds");
- (h) Any and all sums deposited with Secured Party pursuant to Section 5.3 of the Mortgage for payment of Impositions and insurance premiums;
- (i) Any and all records and books of account now or hereafter maintained by Debtor in connection with the operation of the Premises, Improvements and Personal Property or any part thereof; and
- (j) All of Debtor's right, title and interest in and to any name under which the Premises and/or Improvements may at any time be operated and any variation thereof and the goodwill of Debtor in connection therewith.

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### **EXHIBIT B**

All that certain lot or parcel of land, situated on Farewell Street in the City of Newport, County of Newport, State of Rhode Island bounded and described as follows:

Beginning at a point on the northeasterly side of Farewell Street said point being the southwesterly corner of the premises now or lately of Jeanne M. Desrosiers; thence running S73°, 56', 11" E, bounded northerly by the said Desrosiers land and land now or lately of John D. Costa and land now or lately of William M. and Muriel K. Doval two hundred thirteen and 50/100 (213.50) feet to Edward Street; thence turning and running S14°, 49', 19" W, bounded northeasterly by said Edward Street a distance of one hundred seventy-seven and 49/100 (177.49) feet to an angle; thence running S09°, 26', 49" W, bounded northeasterly by said Edward Street, a distance of seventy and 47/100 (70.47) feet to a corner; thence running N 73°36', 48" W, bounded southeasterly by land now or lately of the City of Newport one hundred forty-two and 18/100 (142.18) feet to a corner and land now or lately of Thomas D. Yeomans and Charlotte K. Yeomans; thence running N 15°, 06', 49" E, bounded southwesterly by said Yeoman's land and land now or lately of Newport Restoration Foundation, Daniel J. McSweeney and Rebecca C.H. McSweeney and D. Quinn one hundred sixteen and 50/100 (116.50) feet to a corner; thence running N 74°, 01', 11" W, bounded southeasterly by said Quinn land a distance of eighty two and 13/100 (82.13) feet to said Farewell Street; thence running N 16°, 18', 49" E, bounded southwesterly by said Farewell Street a distance of one hundred thirty and 26/100 (130.26) feet to the point and place of beginning.

SUBJECT TO easement dated April 3, 1984, recorded in Volume 321, Page 284, Newport Land Evidence Records.

BEING the same premises shown on that Plat entitled, "ALTA SURVEY PLAN, Project Applicant: Church Community Housing Corporation, 50 Washington Square, Newport, RI, 02840, Owner of Record: Mumford Housing Corporation, Phoenix Property Management, 250 Centerville Rd #E11, Warwick, RI, 02886, Location: 39 Farewell Street, Newport, RI, 02840, Plat: 17, Lot: 68. Narragansett Engineering, Inc. Project No. 060191, Date: 10-31-06, Last Revision: 02-07-07, which Plat is to be recorded contemporaneously herewith in the Newport Land Evidence Records.

BEING also designated as Lot #68 on Plat 17 of the Tax Assessor's Plats of the City of Newport, as presently constituted, for reference purposes only.

BEING the same premises conveyed to 39 Farewell, L.P., by Deed of Mumford Housing Corporation, dated as of the 15<sup>th</sup> day of March, 2007 and recorded with the Land Evidence Records of said City of Newport herewith.

39 Farewell Street  
Newport, RI 02840