

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional]
B. SEND ACKNOWLEDGMENT TO: [Name and Address]  Red Mortgage Capital, LLC Two Miranova Place Columbus, OH 43215  Attn: David G. Opalek

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 Providence Building, Sanitary, and Educational Association				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 207 Cranston Street		CITY Providence	STATE RI	POSTAL CODE 02907
1d. TAX ID #: SSN OR EIN NOT REQUIRED IN RHODE ISLAND		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION NON-PROFIT CORP. Rhode Island	1f. JURISDICTION OF ORGANIZATION Rhode Island
1g. ORGANIZATIONAL ID #, if any 28199				<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		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 Red Mortgage Capital, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS Two Miranova Place		CITY Columbus	STATE OH	POSTAL CODE 43215
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "B" ATTACHED HERETO FOR DESCRIPTION OF COLLATERAL, WHICH COLLATERAL IS LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

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:

Secretary of State Rhode Island

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

10. MISCELLANEOUS:

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one name (11a or 11b) - do not abbreviate or combine names

12. ☒ ADDITIONAL SECURED PARTY or ☐ ASSIGNOR S/P'S Name - insert only one name (12a or 12b)

16. Additional collateral description:

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

EXHIBIT "A"

**Parcel 1**

That certain tract or parcel of land, together with all buildings and improvements thereon, located easterly of Dodge Street and southerly of Booth Street, in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a point in the easterly street line of Dodge Street, said point being the most westerly corner of land now or formerly of Trinity Union Methodist Church, said point also being the most southerly corner of the herein described parcel;

thence running in a northwesterly direction, by and with the aforementioned easterly street line of Dodge Street, a distance of TWO HUNDRED FIFTY-NINE AND 14/100 (259.14) feet to a corner, said corner being the intersection of the easterly street line of Dodge Street with the southerly street line of Booth Street, said corner also being the most westerly corner of the herein described parcel;

thence turning an interior angle of 89°-17'-30" and running in a northeasterly direction, by and with the aforementioned southerly street line of Booth Street, a distance of TWO HUNDRED SEVENTY-TWO AND 54/100 (272.54) feet to a corner, said corner being the most westerly corner of land now or formerly of Central Properties, Inc., said corner also being the most northerly corner of the herein described parcel;

thence turning an interior angle of 90°-45'-24" and running in a southeasterly direction, by and with the aforementioned Central Properties, Inc. land, a distance of FORTY-ONE AND 78/100 (41.78) feet to a corner;

thence turning an interior angle of 269°-15'-30" and running in a northeasterly direction, by and with the aforementioned Central Properties, Inc. land, a distance of TWENTY AND 00/100 (20.00) feet to a corner;

thence turning an interior angle of 90°-44'-30" and running in a southeasterly direction, by and with the aforementioned Central Properties, Inc. land, a distance of FIFTY-SEVEN AND 44/100 (57.44) feet to a corner;

thence turning an interior angle of 95°-55'-50" and running in a southwesterly direction, by and with the aforementioned Central Properties, Inc. land, a distance TWENTY-THREE AND 14/100 (23.14) feet to a corner;

thence turning an interior angle of 270°-00'-00" and running in a southeasterly direction, by and with the aforementioned Central Properties, Inc. land, a distance of ONE HUNDRED TWENTY-FOUR AND 98/100 (124.98) feet to a corner, said corner being the most southerly corner said Central Properties, Inc. land, said corner also being the most easterly corner of the herein described parcel;

thence turning an interior angle of 90°-00'-00" and running in a southwesterly direction, by and with the previously mentioned Trinity Union Methodist Church land, a distance of TWO HUNDRED EIGHTY-FOUR (284.14) feet to the point and place of beginning:

The last course making an angle of 84°-01'-16" with the first herein described course.

*Property Address:*

22 Booth Avenue, Providence, Rhode Island  
Assessor's Plat 30, Lot 648

## Parcel 2

That certain tract or parcel of land, together with all buildings and improvements thereon, located westerly of Dodge Street, northerly and easterly of Bridgham Street and southerly of Cranston Street, in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a point in the westerly street line of Dodge Street, said point being the most southeasterly corner of land now or formerly of Banister House, said point also being the most northeasterly corner of the herein described parcel;

thence running in a northeasterly direction, by and with the aforementioned westerly street line of Dodge Street, a distance of ONE HUNDRED NINETY AND 89/100 (190.89) feet to a point of curvature;

thence continuing in a southeasterly direction by and with the aforementioned westerly street line of Dodge Street, along a curve to the right, said curve having a radius of 10.00 feet and subtending an angle of  $43^{\circ}-01'-24''$ , an arc distance of SEVEN AND 51/100 (7.51) feet, to a point of tangency;

thence running in a southerly direction along a tangent to the aforementioned curve, by and with the aforementioned westerly street line of Dodge Street, a distance of FIFTY-FIVE AND 66/100 (55.66) feet to a point of curvature;

thence running in a southwesterly direction, by and with the aforementioned westerly street line of Dodge Street, along a curve to the right, said curve having a radius of 10.00 feet and subtending an angle of  $90^{\circ} 00' 00''$ , an arc distance of FIFTEEN AND 71/100 (15.71) feet, to a point of tangency;

thence running in a westerly direction, along a tangent to the aforementioned curve, by and with the northerly line of Bridgham street, a distance of THREE HUNDRED SIXTY-EIGHT AND 32/100 (368.32) feet to a point of curvature;

thence running in a westerly direction, by and with the northerly street line of Bridgham Street, along a curve to the right, said curve having a radius of 240.00 feet and subtending an angle of  $57^{\circ}-16'-21''$ , an arc distance of TWO HUNDRED THIRTY-NINE AND 91/100 (239.91) feet to a point of tangency;

thence running in a northwesterly direction, along a tangent to the aforementioned curve, by and with the aforementioned northerly street line of Bridgham Street, a distance of ONE HUNDRED SIXTY-ONE AND 50/100 (161.50) feet to a point;

thence turning an interior angle of  $173^{\circ}-59'-45''$  and continuing in a westerly direction by and with the aforementioned northerly street line of Bridgham Street a distance of ONE HUNDRED SEVENTY-FIVE AND 88/100 (175.88) feet to a point of curvature;

thence running in a northeasterly direction, by and with the southerly street line of Cranston Street, along a curve to the right, said curve having a radius of 20.00 feet and subtending an angle  $84^{\circ}-00'-25''$ , an arc distance of TWENTY-NINE AND 32/100 (29.32) feet to a point of tangency;

thence continuing in a northeasterly direction, along a tangent to the aforementioned curve, by and with the aforementioned southerly street line of Cranston Street, a distance of ONE HUNDRED FORTY-SEVEN AND 83/100 (147.83) feet to a corner, said corner being the most northwesterly corner of land now or formerly of Church of God & Saints of Christ, said corner also being the most northerly corner of the herein described parcel;

thence turning an interior angle of  $100^{\circ}-18'-13''$  and running in a southeasterly direction, by and with, in part, the aforementioned Church of God & Saints of Christ land, and in part with the previously mentioned Banister House land, a distance of FOUR HUNDRED FORTY-EIGHT AND 12/100 (448.12) feet to a corner;

thence turning an interior angle of  $225^{\circ}-35'-05''$  and running in an easterly direction, by and with the aforementioned Banister House land, a distance of ONE HUNDRED FORTY AND 00/100 (140.00) feet to a corner;

thence turning an interior angle of  $224^{\circ}-24'-55''$  and running in a northeasterly direction, by and with the aforementioned Banister House land, a distance of FIFTY AND 00/100 (50.00) feet to the point and place of beginning.

The last course making an angle of  $90^{\circ}-00'-00''$  with the first herein described course.

*Property Address:*

71 Brigham Street, Providence, Rhode Island  
Assessor's Plat 30, Lot 649

**Parcel 3**

That certain tract or parcel of land, together with all buildings and improvements thereon, located northerly of Cranston Street, easterly of Bridgham Street, and southerly of Westminster Street, in the City of Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at a point in the northerly street line of Cranston Street, said point being the most southwesterly corner of land now or formerly of John Hope Settlement House, said point also being the most southeasterly corner of the herein described parcel;

thence running in a southwesterly direction, by and with the aforementioned northerly street line of Cranston Street, a distance of FIVE HUNDRED FIFTY-NINE AND 26/100 (559.26) feet to a point;

thence turning an interior angle of  $170^{\circ}-16'-52''$  and continuing in a southwesterly direction, by and with the aforementioned northerly street line of Cranston Street, a distance of TWO HUNDRED THREE AND 51/100 (203.51) to a point of curvature;

thence running in a northwesterly direction, by and with the aforementioned northerly street line of Cranston Street, along a curve to the right, said curve having a radius of 20.00 feet and subtending an angle of  $104^{\circ}-40'-17''$ , an arc distance of THIRTY-SIX AND 54/100 (36.54) feet, to a point of tangency;

thence running in a northerly direction, along a tangent to the aforementioned curve, by and with the easterly street line of Bridgham Street, a distance of NINE HUNDRED FORTY-THREE AND 48/100 (943.48) feet to a corner, said corner being the most southwesterly corner of land now or formerly of Gasoline Merchants, Inc.;

thence turning an interior angle of  $77^{\circ}-09'-46''$  and running in an easterly direction, by and with the aforementioned Gasoline Merchants, Inc. land, a distance of ONE HUNDRED FIFTY NINE AND 09/100 (159.09) feet to a corner, said corner being the most southeasterly corner of land now or formerly of said Gasoline Merchants, Inc.;

thence turning an interior angle of  $271^{\circ}-04'-59''$  and running in a northerly direction, by and with the aforementioned Gasoline Merchants, Inc. land, a distance of ONE HUNDRED ONE AND 28/100 (101.28) feet to a corner, said corner being the most northeasterly corner of said Gasoline Merchants, Inc. land;

thence turning an interior angle of  $89^{\circ}-01'-07''$  and running in an easterly direction, by and with the southerly street line of Westminster Street, a distance of THREE HUNDRED TWENTY AND 04/100 (320.04) feet to a corner, said corner being the most northwesterly corner of the previously mentioned John Hope Settlement House land, said corner also being the most northeasterly corner of the herein described parcel;

thence turning an interior angle of 90°-00'-00" and running in a southerly direction, by and with the aforementioned John Hope Settlement House land, a distance of ONE HUNDRED SIXTY EIGHT AND 00/100 (168.00) feet to a corner;

thence turning an interior angle of 270°-00'-00" and running in an easterly direction, by and with the aforementioned John Hope Settlement House land, a distance of THIRTY-FIVE AND 00/100 (35.00) feet to a corner;

thence turning an interior angle of 90°-00'-00" and running in a southerly direction, by and with the aforementioned John Hope Settlement House land, a distance of ONE HUNDRED FORTY AND 51/100 (140.51) feet to a corner;

thence turning an interior angle of 217°-07'-33" and running in a southeasterly direction by and with the aforementioned John Hope Settlement House land, a distance of ONE HUNDRED SEVENTY AND 31/100 (170.31) feet to a corner;

thence turning an interior angle of 270°-00'-00" and running in a northeasterly direction, by and with the aforementioned John Hope Settlement House land, a distance of ONE HUNDRED EIGHTEEN AND 00/100 (118.00) feet to a corner;

thence turning an interior angle of 90°-00'-00" and running in a southeasterly direction, by and with the aforementioned John Hope Settlement House land, a distance of ONE HUNDRED NINETY-FIVE AND 17/100 (195.17) feet to a point;

Thence turning an interior angle of 168°-44'-11" and continuing in a southeasterly direction, by and with the aforementioned John Hope Settlement House land, a distance of EIGHTY-THREE AND 00/100 (83.00) feet to the point and place of beginning.

The last course making an angle of 101°-15'-49" with the first herein described course.

*Property Address:*

207 Cranston Street, Providence, Rhode Island - Assessor's Plat 32, Lot 527

145 Cranston Street, Providence, Rhode Island - Assessor's Plat 29, Lot 506

Being the same premises as shown on that certain survey identified as: "ALTA/ACSM LAND TITLE SURVEY of WIGGIN VILLAGE APARTMENTS in PROVIDENCE, RHODE ISLAND for WINN RESIDENTIAL April 20, 2010" by Andrews Survey & Engineering, Inc. P.O. Box 312, 104 Mendon Street, Uxbridge, Massachusetts 01569-0312.

## EXHIBIT B TO FINANCING STATEMENTS

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of a financing statement delivered by the Debtor in connection with the financing of the real estate and improvements described in Exhibit A.

This Exhibit B refers to the following collateral, which may be now or hereafter: (1) located on the real estate described in Exhibit A of, or (2) used in connection with, the acquisition or refinancing, construction, rehabilitation, repair, ownership, management, or operation of the real estate described in Exhibit A:

(1) [Intentionally omitted].

(2) The Improvements, which is defined as the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and addition.

(3) The Fixtures, which is defined as all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to; machinery, equipment, engines, boilers, Incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment.

(4) The Personalty, which is defined as all equipment, inventory, and general intangibles, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipts accounts, and investments.

(5) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may in the future be vacated.

(6) All insurance policies covering the Mortgage, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the

Mortgaged Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement. The term Mortgaged Property is defined to include all the property, real and personal, that is described in Exhibit A or in this Exhibit B.

(7) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.

(8) All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.

(9) All proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration.

(10) All Rents, which is defined as all rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held; and all Leases, which is defined as all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, nonresidential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the Loan are not included in this definition.).

(11) All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents.

(12) All Imposition Deposits, which is defined as all funds deposited with Secured Party for any and all of the following: mortgage insurance premiums, service charges; escrows and deposits, including any Reserve for Replacements, ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, municipal/government utility charges and special assessments next due on the premises covered hereby (all as estimated by Secured Party) less all sums already paid therefore divided by the number of months to the date when such ground rents, premiums, water rates, taxes, municipal/utility charges and special assessments will become delinquent, such sums to be held by Secured Party in trust.

(13) All refunds or rebates of impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated).



(14) All forfeited tenant security deposits under any Lease. The term Lease is defined as all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the Loan are not included in this definition.

(15) All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

(16) All deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements.

(17) All awards, payments, settlements or other compensation resulting from litigation involving the Project.

All capitalized terms not defined in this Exhibit B have the meanings given them in the Security Instrument from the Debtor to (or for the benefit of) the Secured Party.