

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; padding: 10px; width: fit-content; margin: auto;"> <p>Michael K. Davis, Esq. Brown Rudnick LLP 10 Memorial Boulevard Providence, RI 02903</p> </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 Cumberland Place Limited Partnership				
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	
1c. MAILING ADDRESS 536 Granite Street		CITY Braintree	STATE MA	POSTAL CODE 02184
			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	
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 Rhode Island Housing and Mortgage Finance Corporation				
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	
3c. MAILING ADDRESS 44 Washington Street		CITY Providence	STATE RI	POSTAL CODE 02903
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
All fixtures and all tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired or in which Debtor may now have or hereafter acquire an interest, including, without limitation, all fixtures, documents, instruments, chattel paper, accounts, contract rights, general intangibles, inventory, goods, equipment and other property, and the products and proceeds thereof, in each case howsoever evidenced and wheresoever located, all as more fully described on the Addendum attached hereto and made a part hereof.

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"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: RIH/Chimney Hill (80412/265)	

ADDENDUM TO UCC-1 FINANCING STATEMENT

Debtor: Cumberland Place Limited Partnership

Secured Party: Rhode Island Housing and Mortgage Finance Corporation

Debtor hereby assigns and pledges to Secured Party, and hereby grants a security interest to Secured Party in, all of Debtor's right, title and interest in and to the following (collectively, the "Personal Property Collateral"):

(a) all of Debtor's now existing and hereafter acquired and wheresoever located machinery, motor vehicles, aircraft, rolling stock, equipment, ranges, refrigerators, washers, dryers, furniture, furnishings, appliances, fixtures and other goods and property in any form (other than "Inventory", as hereinafter defined), including, without limitation, all "equipment" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, used or bought for use in Debtor's business, together with all parts thereof, and all improvements, accessions and appurtenances thereto (any and all of the foregoing being the "Equipment");

(b) all of Debtor's presently existing and hereafter acquired, arising or created accounts, receivables, contract rights, electronic and tangible chattel paper, intangibles and other rights to payment of any kind, whether relating to the sale or lease of goods, or otherwise, whether evidenced by instruments, chattel paper or otherwise and whether or not they have been earned by performance and, in any event, all "accounts" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction and all security agreements, leases, contracts, notes, drafts, instruments, documents and agreements, as amended or otherwise modified from time to time, evidencing, securing or otherwise relating to any of the foregoing (any and all of the foregoing being the "Accounts"), including, without limitation, any and all rights that Debtor may have or acquires under any now existing or hereafter arising Housing Assistance Payments Contracts or Project Rental Assistance Contracts with respect to all or any portion of the Premises defined below (including Debtor's rights to receive Assistance Payments in the manner set forth therein);

(c) all of Debtor's goods, wheresoever located, including, without limitation, goods in transit, whether now existing or hereafter acquired by Debtor, which are held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies returned and repossessed goods, and all materials used or consumed in Debtor's business, in all of its forms, and all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor, and in any event all "inventory" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, including, without limitation, all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and all accessions thereto and products thereof (any and all of the foregoing being the "Inventory");

(d) all of Debtor's now existing or hereafter acquired, arising or created intangible property, including without limitation, all trademarks, trademark applications,

tradenames, goodwill, inventions, designs, patents, patent applications, copyrights, servicemarks, intellectual property, warranties, indemnities, licenses, approvals, leasehold interests in real and personal property, subleases, contracts, plans, specifications and contracts relating to construction of improvements on the Premises, permits, authorizations, accreditations, certifications, franchises, loans, other obligations receivable (other than Accounts), choses in action, causes of action, judgments, tax refunds, tax refund claims, guarantee claims, commercial tort claims, security interests or other security held by, or granted to, Debtor to secure the payment of indebtedness owing to Debtor, contracts of insurance and insurance policies, payment intangibles, software and in any event all "general intangibles" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction; Debtor hereby assigns any trademarks included in the Personal Property Collateral as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060 (any and all of the foregoing being the "General Intangibles");

(e) all deposit accounts, letter of credit rights, supporting obligations, money, instruments, securities, documents, credits, claims, demands, income, cash and non-cash proceeds, investment property and any other real or personal property, intangibles, rights and interests of Debtor in real or personal property to the extent assignable;

(f) all substitutes and replacements for, all accessions, attachments and other additions to, tools, parts and equipment used in connection with, and products, increases and proceeds, in cash or otherwise, of the Personal Property Collateral described in the foregoing clauses (a), (b), (c), (d) and (e) (including, without limitation, the proceeds of any sale or other disposition of such Personal Property Collateral, all condemnation awards and all insurance proceeds of any kind whether or not Secured Party is the loss payee under the applicable insurance policy and all income, profits and benefits resulting from any of the foregoing), all liens (whether possessory, contractual, statutory or otherwise) of Debtor with respect to any of the Personal Property Collateral, all rights, remedies and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of Debtor with respect to any of the Personal Property Collateral, in each case whether now existing or hereafter at any time or from time to time arising, acquired or created, and all books, correspondence, credit files, records, computer programs, computer tapes, cards, customer lists and other papers and documents in the possession or control of Debtor that evidence or relate to the foregoing or to the Accounts, Inventory, General Intangibles, Equipment or any of the other Personal Property Collateral;

(g) all of Debtor's right, title and interest, now existing or hereafter acquired, in and to the buildings and improvements now or hereafter located on the Premises;

(h) all of the "Rentals and other Payments" (as defined in that certain Collateral Assignment of Rentals, dated as of July 25, 2016, between Debtor and Secured Party) which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of Debtor's fee simple interest in the property

located in Lincoln, Rhode Island, and more particularly described on Schedule A attached hereto and incorporated herein (the "Premises"), from any of the occupants, tenants, lessees, subtenants and sublessees, now and from time to time hereafter occupying the Premises or any portion thereof under or on account of the "Leases" (as defined below), (ii) all leases, subleases, tenancies and other agreements, whether written or oral, now or hereafter existing with respect to all or any portion of the Premises, together with any renewal or extension thereof or any agreements in substitution therefore (collectively, the "Leases"), and (iii) any and all guarantees, security interests, pledges and assignments and other collateral granted to Assignor as security for the Leases.

**SCHEDULE A
LEGAL DESCRIPTION**

SEE ATTACHED

That certain parcel of land with the buildings thereon, known as Chimney Hill Apartments, located on Mendon Road, in the Town of Cumberland, Providence County, State of Rhode Island, being shown as Lot 1 on a plan entitled, "Subdivision Plan of Land, Chimney Hill Associates, Assessor's Plat 35, Lot 161 Situated in Cumberland, Rhode Island", by Harry R. Feldman, Inc., Land Surveyors, dated August 7, 2001, recorded in the Cumberland Land Evidence Records as Plan No. 1249, more particularly described as follows:

Beginning at a point on the easterly sideline of Mendon Road, at the northwesterly corner of Lot 1;

thence running $80^{\circ} 45' 40''$ E, a distance of 414.22 feet;

thence turning and running $S 09^{\circ} 15' 04''$ E, a distance of 20.00 feet;

thence $N 80^{\circ} 45' 40''$ E, a distance of 100.00 feet;

thence $N 81^{\circ} 31' 40''$ E, a distance of 298.39 feet;

thence $N 08^{\circ} 28' 20''$ W, a distance of 123.26 feet to a point on a curve;

thence along a curve to the left having a radius of 164.00 feet, having a distance of 97.65 feet to a point of reverse curvature;

thence along a curve to the right having a radius of 25.00 feet, having a distance of 23.18 feet to a point of reverse curvature;

thence along a curve to the left having a radius of 50.00 feet; having a distance of 93.06 feet to a point on a curve;

thence $N 89^{\circ} 54' 36''$ E, a distance of 244.68;

thence $S 08^{\circ} 09' 58''$ E, a distance of 641.16 feet;

thence $S 79^{\circ} 03' 11''$ W, a distance of 108.32 feet;

thence $S 79^{\circ} 44' 00''$ W, a distance of 129.55 feet;

thence $S 84^{\circ} 59' 17''$ W, a distance of 102.76 feet;

thence $S 86^{\circ} 42' 55''$ W, a distance of 53.89 feet;

thence $S 74^{\circ} 31' 06''$ W, a distance of 163.73 feet;

thence $S 75^{\circ} 33' 54''$ W, a distance of 25.81 feet;

thence $S 78^{\circ} 00' 10''$ W, a distance of 13.92 feet;

thence $S 57^{\circ} 03' 40''$ W, a distance of 33.02 feet;

thence $S 64^{\circ} 05' 13''$ W, a distance of 21.32 feet;

thence $S 66^{\circ} 22' 25''$ W, a distance of 32.22 feet;

thence S 62° 18' 13" W, a distance of 25.53 feet;
thence S 48° 40' 11" E, a distance of 77.41 feet;
thence S 46° 56' 35" E, a distance of 38.19 feet;
thence S 46° 54' 23" E, a distance of 10.08 feet;
thence S 48° 06' 52" E, a distance of 28.17 feet;
thence S 45° 58' 17" E, a distance of 37.79 feet;
thence S 41° 20' 42" E, a distance of 25.22 feet;
thence S 38° 25' 35" E, a distance of 54.55 feet;
thence S 37° 33' 22" E, a distance of 100.63 feet;
thence S 23° 02' 20" E, a distance of 36.21 feet;
thence S 28° 15' 34" E, a distance of 33.97 feet;
thence S 22° 35' 37" E, a distance of 49.55 feet;
thence S 24° 40' 00" E, a distance of 53.75 feet;
thence S 14° 47' 34" E, a distance of 39.69 feet;
thence S 82° 24' 40" W, a distance of 41.25 feet;
thence S 89° 47' 04" W, a distance of 140.37 feet;
thence N 33° 35' 14" W, a distance of 573.01 feet;
thence S 67° 54' 05" W, a distance of 279.39 feet;
thence N 45° 59' 23" W, a distance of 126.42 feet;
thence N 68° 52' 41" E, a distance of 221.53 feet;
thence N 21° 07' 19" W, a distance of 65.07 feet;
thence N 75° 50' 19" W, a distance of 199.18 feet;
thence S 76° 46' 41" W, a distance of 53.07 feet to a point on a curve;
thence along a curve to the right having a radius of 1551.32 feet, having a distance of 11.92 feet to a point of non-tangency;
thence N 01° 47' 45" W, a distance of 271.05 feet to the point of beginning.