

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) Michael K. Davis, Esq. Brown Rundnick LLP 10 Memorial Boulevard 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 Bradford Court Associates, LP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5 Cathedral Square		CITY Providence	STATE RI	POSTAL CODE 02903
			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 Rhode Island Housing and Mortgage Finance Corporation				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 44 Washington Street		CITY Providence	STATE RI	POSTAL CODE 02907
			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 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

RIH/Bradford Court (80412/269)

ADDENDUM TO UCC-1 FINANCING STATEMENT

Debtor: Bradford Court Associates, LP

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 September 21, 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 Burrillville, 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

62595640 v1-WorkSiteUS-080412/0269

EXHIBIT A

That certain lot or parcel of land situated on the easterly side of North Main Street and the westerly side of Main Street, in the Town of Burrillville, County of Providence, State of Rhode Island and bounded and described as follows:

Beginning at a point on the easterly line of North Main Street, said point being the southwesterly corner of land now or formerly the Town of Burrillville and the northwesterly corner of the herein described parcel;

Thence running southerly bounded westerly by said North Main Street 331.60 feet to a point;

Thence turning an interior angle of $179^{\circ}-42'-02''$ and running southerly partially along the face of a stone wall, bounded westerly by said North Main Street 269.16 feet to a point;

Thence turning an interior angle of $99^{\circ}-14'-52''$ and running along the face of a stone wall, bounded southerly by Main Street, 70.38 feet to a drill hole set;

Thence turning an interior angle of $156^{\circ}-17'-04''$ and running easterly along the face of a stone wall, 87.91 feet to a drill hole set;

Thence turning an interior angle of $162^{\circ}-32'-44''$ and running easterly bounded southerly by Main Street 31.14 feet to a point;

Thence turning an interior angle of $154^{\circ}-03'-54''$ and running northeasterly bounded southeasterly by said Main Street 42.03 feet to a point;

Thence turning an interior angle of $170^{\circ}-45'-41''$ and running northeasterly bounded southeasterly by said Main Street 246.19 feet to a point;

Thence turning an interior angle of $168^{\circ}-27'-52''$ and running northerly bounded easterly by said Main Street 215.17 feet to a point;

Thence turning an interior angle of $139^{\circ}-11'-21''$ and running northwesterly bounded northeasterly by the Pascoag Cemetery 112.47 feet to a white oak tree;

Thence turning an interior angle of $119^{\circ}-55'-18''$ and running westerly bounded northerly by land now or formerly Craig P. and Jane Waltz in part and by land now or formerly the Town of Burrillville in part 284.60 to the point and place of beginning.

Said last course forms an interior angle of $89^{\circ}-49'-12''$ with first described course.