

(2)

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: 5px;"> Michael K. Davis, Esq. Brown Rudnick LLP 10 Memorial Boulevard Providence, RI 02904 </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 Canonchet Hills Limited Partnership				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 825 Main Street		CITY Hope Valley	STATE RI	POSTAL CODE 02832
			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 Affordable Housing Trust Fund				
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 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 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/Licenser

8. OPTIONAL FILER REFERENCE DATA

RIHousing/Canonchet (80412/301) - AHT Loan

UCC ADDENDUM

Debtor: Canonchet Hills Limited Partnerships

Secured Party: Affordable Housing Trust Fund

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 rents or occupancy charges pursuant to any leases or subleases;

(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; and

(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 the "Rentals and other Payments" (as defined in that certain Junior Collateral Assignment of Rentals, dated as of May ____, 2019, 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 described on Exhibit A (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.

EXHIBIT A
LEGAL DESCRIPTION

ATTACHED

63409725 v1

**EXHIBIT A
LEGAL DESCRIPTION**

That certain tract or parcel of land situated northerly of Main Street (R.I. Route 3) in the Town of Hopkinton, Washington County, State of Rhode Island and Providence Plantations being delineated on that plan entitled "ALTA/NSPS Land Title Survey Plan, A.P. 14, Lot 47C, #807 Main Street, Hopkinton, Rhode Island, Canonchet Hills LP, 825 Main Street, Hope Valley, Rhode Island 02832 Project No. 19-024 Scale: 1" = 40' Date: 05/02/19 by Waterman Engineering Co. Richard S. Lipsitz, P.L.S. No. 1837," said parcel being more particularly bounded and described as follows;

Beginning at a point at land now or formerly of New Canonchet Cliffs L.P., said point being the northwesterly corner of other land now or formerly of New Canonchet Cliffs L.P. and the southwestly corner of the parcel herein-described;

thence proceeding N 04°42'15" W, a distance of sixty three and 20/100 (63.20') feet to a point in a stonewall;

thence proceeding N 06°17'22" W, in part by and with the said stonewall, a distance of three hundred eighty one and 47/100 (381.47') feet to land now or formerly of Wood River Health Services, Inc. and the northwesterly corner of the parcel herein-described. The last two (2) above-described courses are bounded westerly by the first-mentioned New Canonchet Cliffs L.P. land;

thence proceeding N 82°23'18" E, a distance of five hundred eight and 99/100 (508.99') feet to the northeasterly corner of the parcel herein-described;

thence proceeding S 07°36'42" E, a distance of four hundred forty four and 49/100 (444.49') feet to land now or formerly of New Canonchet Cliffs L.P. and the southeasterly corner of the parcel herein-described. The last two (2) above-described course are bounded northerly and easterly, respectively, by the said Wood River Health Services, Inc. land;

thence proceeding S 82°23'18" W, a distance of ninety eight and 00/100 (98.00') feet to an angle point;

thence proceeding N 80°06'43" W, a distance of one hundred thirty six and 38/100 (136.38') feet to a corner;

thence proceeding S 09°53'17" W, a distance of forty three and 00/100 (43.00') feet to a corner;

thence proceeding S 82°23'18" W, a distance of two hundred eighty and 00/100 (280.00') feet to the point and place of beginning. The last four (4) above-described courses are bounded generally southerly by the said New Canonchet Cliffs L.P. land.

The above-described parcel contains 225,644+/- square feet (5.180+/- acres) of land, more or less.

Together with a right-of-way and easement in common with others, to pass and repass with vehicles or otherwise and to install and maintain electric and telephone utility services over, under and upon land of Hopkinton Housing Association, Inc., said land described as follows:

PARCEL I: That certain 30 foot wide right-of-way situated northerly of the northerly side of New London Turnpike (Route 3) in the Town of Hopkinton, County of Washington and State of Rhode Island, being bounded and described as follows:

Beginning at a point located two hundred twenty-three and 18/100 (223.18) feet from a drill hole in a stonewall which is located one thousand one hundred thirty-five and 95/100 (1135.95) feet northerly as

measured along a stonewall from the northerly side of said New London Turnpike opposite and 56.40 feet left of centerline station 31 + 28.67. Thence easterly, bounded northerly by other land now or formerly of Hopkinton Housing Association, Inc., a distance of thirty-one and 63/100 (31.63) feet to a corner. Thence turning an interior angle of 71°-31'-52" and running southerly, bounded easterly by land now or formerly of Hopkinton Housing Association, Inc., a distance of twenty-three and 51/100 (23.51) feet to a corner. Thence turning and running westerly, bounded southerly by a right-of-way, on a curve to the left having a radius of 217.38, a distance of thirty-one and 42/100 (31.42) feet, as measured on the arc of the curve, to a corner. Thence turning and running northerly, bounded westerly by land now or formerly of Hopkinton Housing Association, Inc., a distance of twenty-two and 73/100 (22.73) feet to the point and place of beginning.

The last course and the first course forming an interior angle of 108°-28'-08" and the parcel contains 688 square feet of land.

PARCEL II: That certain 30 foot wide right-of-way situated northerly of the northerly side of New London Turnpike (Route 3), in the Town of Hopkinton, County of Washington and State of Rhode Island, being bounded and described as follows:

Beginning at a stake set at the most northwesterly corner of the parcel. Said point being located seventy-four and 97/100 (74.97) feet south of a drill hole in a stonewall and one thousand sixty and 98/100 (1060.98) feet north as measured along a stonewall from the northerly side of said New London Turnpike opposite and 56.40 feet left of centerline station 31 + 28.67. Thence northeasterly on a curve to the right having a radius of 282.82 feet and a central angle of 19°-42'-08", a distance, as measured on the arc of the curve, of ninety-seven and 25/100 (97.25) feet to the end of the curve. Thence N 83°-37'-32" E, a distance of ninety-nine and 87/100 (99.87) feet to the beginning of another curve. Thence easterly on a curve to the right having a radius of 217.38 feet and a central angle of 28°-12'-50", a distance, as measured on the arc of the curve, of one hundred seven and 04/100 (107.04) feet to another curve. Thence southeasterly on a curve to the right having a radius of 878.92 feet and a central angle of 16°-23'-31", a distance, as measured on the arc of the curve, of two hundred fifty-one and 45/100 (251.45) feet to a corner. Thence southerly, bounded easterly by land now or formerly of Wood River Health Services, Inc., a distance of forty-two and 00/100 (42.00) feet to a corner. Thence northwesterly on a curve to the left having a radius of 848.92 feet and a central angle of 17°-57'-49", a distance, as measured is the arc of the curve, of two hundred sixty-six and 16/100 (266.16) feet to another curve. Thence westerly on a curve to the left having a radius of 187.38 feet and a central angle of 28°-12'-50", a distance, as measured on the arc of the curve, of ninety-two and 27/100 (92.27) feet to the end of the curve. Thence S 83°-37'-32" W, a distance of ninety-nine and 87/100 (99.87) feet to another curve. Thence southwesterly on a curve to the left having a radius of 252.82 feet and a central angle of 23°-34'-41", a distance as measured on the arc of the curve, of one hundred four and 04/100 (104.04) feet to a corner. Thence northerly, bounded westerly by land now or formerly of Hopkinton Village, Inc., a distance of thirty-four and 38/100 (34.38) feet to the point or place of beginning.

The parcel contains 16,769 square feet of land.

Together with a right-of-way and easement in common with others to pass and repass with vehicles or otherwise and to install and maintain electric and telephone utility services over, under and upon the following described parcel of land, from said parcel above described to Route 3, said right-of-way parcel being delineated on that plan entitled, "Plan Showing Proposed Right-Of-Way Across Property of Wood River Health Services, Inc. Hopkinton, Rhode Island Scale: 1" = 40', March 1984 Alfred W. DiOrto, RCS, Ashaway, Rhode Island."

Said right-of-way parcel being more particularly bounded and described as follows:

BEGINNING at a point of curvature at a corner cut-off curve, said point of curvature being on the northerly line of Route 3 and being located a distance of two hundred eighty-seven and 44/100 (287.44) feet northeasterly of a Rhode Island Highway Bound located fifty-five (55.00) feet left of centerline station 38 + 00.00 as shown on Rhode Island Department of Public Works Plat 1539 (Sheets 7 & 8), said

point of curvature being the southwesterly corner of the parcel herein described; thence running a generally northeasterly, northerly and northwesterly direction, along the arc of a circular curve having a radius of fifteen (15.00) feet, a distance of twenty-three and 56/100 (23.56) feet to a point of tangency; thence running in a general southwesterly direction, along a line tangent to the before mentioned circular curve, said line being the westerly line of the parcel herein described, a distance of three hundred thirty-seven and 85/100 (337.85) feet to a point of curvature; thence running in a generally northwesterly direction, along the arc of a circular curve having a radius of five hundred seventy and 97/100 (570.97) feet, a distance of one hundred fifty-three and 8/100 (153.08) feet to a point of tangency, said point of tangency being a corner of land now or formerly of Wood River Health Services, Inc. and delineated on the Horizontal and Vertical Survey dated December, 1983 and revised 1/3/84 and cited earlier in this description; thence running in a generally northeasterly direction, bounded southeasterly by the herein described parcel, a distance of fifty-three and 83/100 (53.83) feet to a corner of the parcel herein described; thence turning an interior angle of 47°-59'-56" and running in a generally southeasterly direction, a distance of thirty-six and 3/100 (36.3) feet to a point of tangency; thence running in a generally southeasterly direction, along the arc of a circular curve having a radius of six hundred ten and 97/100 (610.97) feet, a distance of one hundred sixty-three and 80/100 (163.80) feet to a point of curvature; thence running in a generally southeasterly direction, along a line tangent to the before mentioned circular curve, said line being the easterly line of the parcel herein described, a distance of three hundred thirty-seven and 81/100 (337.81) feet to a point of tangency; thence running in a generally southeasterly and easterly direction, along the arc of a circular curve having a radius of fifteen (15.00) feet, a distance of twenty-three and 57/100 (23.57) feet to a point of curvature, said point of curvature being on the northerly line of Route 3; thence running in a generally southwesterly direction, along the northerly side of said Route 3, a distance of seventy (70.00) feet to THE POINT AND PLACE OF BEGINNING.

Said right-of-way parcel is forty (40.00) feet in width and has an area of twenty-one thousand two hundred sixty-two square feet (21,262).

Together with an easement and right of way for an in-ground sewage disposal system as set forth in that certain Easement dated and recorded October 16, 1990 in Book 196 at Page 338.

PROPERTY ADDRESS:
(FOR REFERENCE PURPOSES ONLY)
807 Main Street
Hopkinton, RI
Plat 14 Lot 47C