

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; margin: 10px 0;"> P.N. DuBois Hinckley, Allen & Snyder LLP 28 State Street Boston MA 02109 </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 St. George's School				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS 372 Purgatory Road	CITY Middletown	STATE RI	POSTAL CODE 02842	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 The Bank of New York Mellon Trust Company, N.A.				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS 500 Ross Street, 12th floor	CITY Pittsburgh	STATE pa	POSTAL CODE 15262	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All moneys and interests pledged in that certain Loan and Trust Agreement dated as of August 1, 2021 (the "Agreement") among the Secured Party, the Debtor and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), such moneys and interests being more fully described in Exhibit A 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"/> Lessor/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA Filed with RI S/S	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement. If line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

St. George's School

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1). (Use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c.

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

Rhode Island Health and Educational Building Corporation

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

33 Broad Street, Suite 200

CITY

Providence

STATE

RI

POSTAL CODE

02903

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a future filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS

Exhibit A

Debtor: St. George's School
372 Purgatory Road
Middletown, Rhode Island 02842

Secured Party: Rhode Island Health and Educational Building Corporation
33 Broad Street, Suite 200
Providence, Rhode Island 02903

Assigned Secured Party: The Bank of New York Mellon Trust Company, N.A.
500 Ross Street, 12th floor
Pittsburgh, Pennsylvania 15262

The Secured Party hereby irrevocably assigns and pledges to the Assigned Secured Party in trust for the security of the Bondowners upon the terms hereof all the Secured Party's right, title and interest (i) in respect of the loan made to the Debtor pursuant to the Loan and Trust Agreement dated as of August 1, 2021 (the "Agreement") among the Secured Party, the Debtor and the Assigned Secured Party, as trustee, and all payments thereon, (ii) in all moneys and securities held by the Assigned Secured Part for deposit in, or deposited in, the Bond Fund or the Project Fund, each as created by the Agreement, and investment earnings thereon, and (iii) in any collateral security for, and all proceeds of, any of the foregoing. The Assigned Secured Party shall hold (1) all the rights, title and interest received under the Agreement and (2) all revenues exclusive of funds to which the Assigned Secured Party is entitled in its own right as fees, reimbursement, indemnity or otherwise received from the Debtor or derived from the exercise of the Secured Party's powers under the Agreement (which shall include all payments under Subsection 308(a) of the Agreement) in trust for the security of the Bondowners in accordance with the provisions of the Agreement.