

**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;"> <b>Assemblies of God Loan Fund</b><br/> <b>Attn: Post Closing</b><br/> <b>3900 South Overland Avenue</b><br/> <b>Springfield, MO 65807</b> </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            |                     |                               |           |              |            |
| <b>Sacred Exchange Fellowship</b> |                     |                               |           |              |            |
| OR                                |                     |                               |           |              |            |
| 1b. INDIVIDUAL'S SURNAME          | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX    |              |            |
| 1c. MAILING ADDRESS               |                     | CITY                          | STATE     | POSTAL CODE  | COUNTRY    |
| <b>75 Division Street</b>         |                     | <b>East Greenwich</b>         | <b>RI</b> | <b>02818</b> | <b>USA</b> |

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             |                     |                               |           |              |            |
| <b>Assemblies of God Loan Fund</b> |                     |                               |           |              |            |
| OR                                 |                     |                               |           |              |            |
| 3b. INDIVIDUAL'S SURNAME           | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX    |              |            |
| 3c. MAILING ADDRESS                |                     | CITY                          | STATE     | POSTAL CODE  | COUNTRY    |
| <b>3900 South Overland Avenue</b>  |                     | <b>Springfield</b>            | <b>MO</b> | <b>65807</b> | <b>USA</b> |

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

**The collateral covered by this financing statement is described on Exhibit B attached hereto and made a part hereof by this reference and is associated with the real property described on Exhibit A attached hereto and made a part hereof by this reference.**

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/Bador  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**EXHIBIT "A"**

**Legal Description**

Land in the City/Town of East Greenwich, County of Kent, and State of Rhode Island.

That parcel of land with all buildings and improvements thereon, situated on the northerly side of Division Street in the City of Warwick and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of Division Street at the southeasterly corner of said parcel and at the southwesterly corner of land now or lately of Louise Station Martin; thence westerly bounding southerly on Division Street three hundred forty five and 94/100 (345.94) feet; thence turning an interior angle of  $94^{\circ} 52' 25''$  and running northerly bounding westerly on land now or lately of Hope Powell Harkness four hundred fifty seven and 25/100 (457.25) feet to land now or lately of William H. Zachau and wife; thence turning an interior angle of  $84^{\circ} 29' 15''$  and running easterly bounding northerly on said Zachau land in part, in part on land now or lately of Robert B. Clarke and wife and in part on land now or lately of Howard M. Johnson, three hundred fourteen and 44/100 (314.44) feet to land now or lately of Sarah N. Gallagher et al.; thence turning an interior angle of  $99^{\circ} 29' 05''$  and running southerly bounding easterly on said Gallagher land in part, in part on land now or lately of Edmund C. Mayo, Jr. and wife and in part on said Martin land four hundred fifty seven and 53/100 (457.53) feet to Division Street at the point of beginning.

Commonly known as 75 Division Street, East Greenwich, Rhode Island

## **EXHIBIT "B"**

### **DESCRIPTION OF COLLATERAL**

- (a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the land as described in Exhibit "A" ("Property"), and all fixtures, machinery, equipment, building materials, engines, devices for the operation of pumps, pipes, sprinkler systems, fire extinguishing apparatuses and equipment, laundry, appliances and goods of every nature now or hereafter located on or upon, or intended to be used in connection with, the Property or the improvements thereon, including, but not by way of limitation, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators and related machinery and equipment; all plumbing; and all personal property and fixtures of every kind and character now or at any time hereafter located in or upon the Property or the improvements thereon, of which may now or hereafter be used or obtained in connection therewith, including, without limitation, fixtures, machinery, equipment, appliances (including disposals dishwashers, refrigerators, ranges, range hoods, etc.), vehicles, recreational equipment and facilities of all kinds, building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Property or any improvements thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposit or payments now or hereafter made by Debtor or on behalf of Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described herein, and all other interests of every kind and character in all of the real, personal, intangible and mixed properties described herein which Debtor may now own or at any time hereafter acquire, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Property and a part of the Property as between the parties hereto and all persons claiming by, through or under them.
- (b) All trade names, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Property or any improvements thereon or any part thereof or are now or hereafter acquired by Debtor.
- (c) All of the interest of Debtor in all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, oil gas, other hydrocarbons, sulphur, nitrogen, carbon dioxide, helium, and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.

- (d) All income (but not limited to, all revenues, pledges, income, gifts, donations and offerings from whatever source owned by Debtor), rents, issues, royalties, profits, revenues and other benefits of the Property from time to time accruing, all payments under leases or tenancies, proceeds of insurance, condemnation awards and payments and all payments on account of oil and gas and other mineral leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same (hereinafter collectively referred to as the "Revenues"); reserving only the right to Debtor to collect the Revenues as provided in the Mortgage, Assignment of Leases and Rents and Security Agreement executed by Debtor in favor of Secured Party, as permitted by state law.
- (e) All refunds, rebates or credits in connection with any reduction in real estate taxes and assessments.
- (f) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the property and to commence any action or proceeding to protect the interest of Lender in the Property.
- (g) All construction or development contracts, subcontracts, architectural agreements, labor, material and payment bonds, and plans and specifications relating, to the construction of improvements on the Property including, without limitation (i) any engineering or architectural agreements entered into with respect to the design and other engineering or architectural services; (ii) the plans and specifications for the construction of said improvements prepared by any engineer or architect; and (iii) any agreements entered into with contractors, suppliers, materialmen or laborers with respect to construction of improvements on the Property.
- (h) If applicable, any and all management contracts, agreements, or other correspondence entered into by and between Debtor and third parties for the management of the collateral secured hereby.
- (i) Together with any and all additional items of Debtor's personal property, furnishings, fixtures, equipment, furniture, trade fixtures, and other items of property not heretofore referenced above, including any and all musical instruments, church pews, chairs, pulpits, podiums, video and audio equipment, video monitors, sound boards, microphones, speakers, light fixtures, stage or theatrical lighting, lighting controls, security systems, telephone systems, projectors (including, but not limited to, screens and cabling), computers (including, but not limited to, network systems and associated hardware), signage, artwork and sculptures, kitchen equipment (including, but not limited to, appliances, cookware, and utensils), café/coffee equipment, office furniture and equipment (including, but not limited to, desks, tables and chairs), play sets/playground equipment, and all other items used in connection with the operation of the premises as a church and related church functions, whether previously owned, acquired as a result of this financing, or acquired through any other means now or hereafter and used in connection with the operation of the premises as a church and related church functions.