

**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;">                 Thrivent Federal Credit Union                  600 Portland Avenue S., Suite 1200                  Minneapolis, Minnesota 55415-4402                  Attention: Loan Administration             </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>THE DIOCESE OF RHODE ISLAND</b>				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS 275 North Main Street	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 or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME <b>THRIVENT FEDERAL CREDIT UNION</b>				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS 600 Portland Avenue S., Suite 1200	CITY Minneapolis	STATE MN	POSTAL CODE 55415-4402	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral

See Schedule 1 attached hereto.

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"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Loan No. 4000761275	

(RI SOS)

# 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  
THE DIOCESE OF RHODE ISLAND

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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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

OR

11b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13  This FINANCING STATEMENT is to be filed (or 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 fixture 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:

**SCHEDULE 1 TO FINANCING STATEMENT**  
(Collateral Description)

Schedule 1 to Uniform Commercial Code ("UCC") Financing Statement Form UCC-1 ("Financing Statement"), for **THE DIOCESE OF RHODE ISLAND**, a Rhode Island non-profit corporation, as "Debtor", and **THRIVENT FEDERAL CREDIT UNION**, a federally chartered credit union, as "Secured Party."

1. Collateral Description. This Financing Statement covers all Debtor's right, title and interest in the following described personal property in which Debtor now or at any time hereafter has any interest ("Collateral"):

All goods (including consumer goods, inventory, equipment and farm products), building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with or appropriated for use on the real property described on Exhibit A attached hereto and incorporated by reference herein (hereinafter "**Property**"); all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to the Assignment of Rents and Leases contained in the Deed of Trust as defined below); all inventory, accounts, cash receipts, impounds, accounts receivable, contract rights, general intangibles (including payment intangibles and software), chattel paper (including electronic chattel paper and tangible chattel paper), instruments, documents, notes, drafts, letter of credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as of now adopted in the state in which the Property is located), insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Property or any business now or hereafter conducted thereon by Debtor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any Loan Document (as defined in the Deed of Trust); all "**Restoration Funds**" (as defined in the Deed of Trust); all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof, including, without limitation, all "**Impounds**" as defined in the Deed of Trust; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, and all books, records and files relating to any of the foregoing.

2. Interpretation. The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") of even date herewith from Debtor to Secured Party with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or

interests described in the Deed of Trust must be filed in the UCC records in order to be effective against a particular class of persons, including, without limitation, the Federal Government or any subdivision or entity of the Federal Government. Capitalized terms not otherwise defined herein shall have the same meanings as in the Deed of Trust.

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

That certain lot or parcel of land, with all the buildings and improvements thereon, situated at the southwesterly corner of Benefit Street and Star Street in the City of Providence, County of Providence and State of Rhode Island, laid out and delineated as "Combined Area of Lots 647 and 132 = 32,248 S.F." on that plat entitled, "Administrative Subdivision Plat Prepared For: The Diocese of Rhode Island A.P. 10 Lots 132 & 647 #66 Benefit Street & Star Street, Providence Rhode Island Scale: 1" = 20' Date: April 4, 2008 Crossman Engineering, Inc.," which said plat was recorded with the Land Evidence Records of the City of Providence on August 12, 2008 at 11.00 A.M. in Plat Book 80 at page 56.