

UCC-1 Form

FILER INFORMATION

Full name:

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SEND ACKNOWLEDGEMENT TO

Contact name: KLEIN HORNIG LLP

Mailing Address: 101 ARCH ST STE 1101

City, State Zip Country: BOSTON, MA 02110 USA

DEBTOR INFORMATION

Org. Name: SECURING THE FUTURE, L.P.

Mailing Address: C/O WOONSOCKET NEIGHBORHOOD DEVELOPMENT CORP., 719 FRONT ST, STE 103

City, State Zip Country: WOONSOCKET, RI 02895 USA

SECURED PARTY INFORMATION

Org. Name: RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

Mailing Address: 44 WASHINGTON STREET

City, State Zip Country: PROVIDENCE, RI 02903 USA

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE ATTACHED SCHEDULE A.

Schedule A to UCC-1 Financing Statement

Debtor: Securing the Future, L.P.
 c/o Woonsocket Neighborhood Development Corporation
 719 Front Street, Suite 103
 Woonsocket, RI 02895

Secured Party: Rhode Island Housing and Mortgage Finance Corporation
 44 Washington Street
 Providence, RI 02903

All of Debtor's right, title and interest in, to and under all of the following, whether now or hereafter existing, or now owned or hereafter acquired property, as follows (capitalized terms used but not defined herein shall have the meanings given to such terms in that Open End Mortgage to Secure Present and Future Loans under Chapter 25 of Title 34 of the Rhode Island General Laws and Security Agreement dated as of June 23, 2022, by Debtor to Secured Party (collectively, the "Personal Property Collateral")):

- (a) all of Mortgagor'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 Mortgagor'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 Mortgagor'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");
- (c) all of Mortgagor's goods, wheresoever located, including, without limitation, goods in transit, whether now existing or hereafter acquired by Mortgagor, 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 Mortgagor'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 Mortgagor, 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 Mortgagor

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 Mortgagor'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, Mortgagor to secure the payment of indebtedness owing to Mortgagor, 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; Mortgagor 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 Mortgagor 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 Mortgagee 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 Mortgagor 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 Mortgagor 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 Mortgagor that evidence or relate to the foregoing or to the Accounts, Inventory, General Intangibles, Equipment or any of the other Personal Property Collateral.