

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)	
B E-MAIL CONTACT AT FILER (optional)	
C SEND ACKNOWLEDGMENT TO (Name and Address)	
[]	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE NUMBER

#202329439440 July 24, 2023

1b ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

Filer attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2 ☐ **TERMINATION** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3 ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84 ☐ **CONTINUATION** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5 ☐ **PARTY INFORMATION CHANGE**

Check one of these two boxes

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to

☐ CHANGE name and/or address. Complete item 5a or 5b, add item 7a or 7b and item 7c☐ ADD name. Complete item 7a or 7b and item 7c☐ DELETE name. Give record name to be deleted in item 6a or 6b6 **CURRENT RECORD INFORMATION** Complete for Party Information Change; provide only one name (5a or 5b)

6a ORGANIZATION'S NAME

OR

6b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7 **CHANGED OR ADDED INFORMATION** Complete for Assignment or Party Information Change; provide only one name (7a or 7b) (use exact full name; do not omit, modify or abbreviate any part of the Debtor's name)

7a ORGANIZATION'S NAME

OR

7b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

7c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8 ☒ **COLLATERAL CHANGE** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral

Please see attached Exhibit A hereto.

9 **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a ORGANIZATION'S NAME

Community Outcomes Fund LP

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10 **OPTIONAL FILER REFERENCE DATA**

The Rhode Island Coalition For The Homeless, Inc. - Community Outcomes Fund LP - UCC-3

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR. The Rhode Island Coalition For The Homeless, Inc.,
d/b/a Rhode Island Coalition to End Homelessness

SECURED PARTY. Community Outcomes Fund L.P

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor and the Secured Party agree as follows:

Debtor grants a security interest in all of Debtor's right, title and interest in and to the Collateral to the Secured Party to secure the payment or performance of the Obligations.

Definitions Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the UCC or the Loan Agreement (as defined below).

"Collateral" means all rights of Debtor in, to and under the Loan Proceeds Account, the Outcome Payment Account, the Outcome Payor Agreement (including without limitation, Debtor's right to receive all payments under and pursuant to the Outcome Payor Agreement), the Loan Loss Reserve Funding Agreements (whether now executed or hereinafter executed and including, without limitation, Debtor's right to receive all payments under and pursuant to the Loan Loss Reserve Funding Agreements), the Fiscal Year Appropriated Funds (including, without limitation, all of Debtor's right to receive such funds), the Loan Loss Reserve Account, and the Loan Loss Reserve Funding Payments (including, without limitation, all of Debtor's right to receive such funding payments); and products and Proceeds of the foregoing; and all unexpended proceeds of the Loan (whether or not deposited in the Loan Proceeds Account, and including without limitation Excess Budgeted Funds)

"Loan" has the meaning set forth in the Loan Agreement.

"Loan Agreement" means that certain loan agreement dated as of June 30, 2023, by and between Debtor and Secured Party, as may be modified, amended, extended, supplemented, restated or replaced from time to time.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Obligations" means all of the following: (i) Debtor's obligations under the Loan Documents, (ii) all of Debtor's other present and future obligations to Secured Party, (iii) the repayment of any amounts that Lender may advance or spend for protecting, preserving, storing and selling the Collateral and any other expenditures that Secured party may make under the provisions of this Agreement or the Loan Agreement, or for the benefit of Debtor, (iv) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations, and (v) any of the foregoing that arises

after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

“Person” means any individual, sole proprietorship, general or limited partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, entity, party or government (whether territorial, national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof), or any other form of entity.

“Proceeds” has the meaning assigned to it under the UCC, and also includes “products” (as defined in the UCC), and, in any event, includes, but is not limited to (a) any and all proceeds of any insurance, indemnity, warranty, letter of credit or guaranty or collateral security payable to any grantor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the owner of the Collateral from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any government body, authority, bureau or agency (or any Person acting under color of governmental authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, including, without limitation, amounts bid and paid at a sheriff’s sale of the Collateral

“UCC” means the Uniform Commercial Code as adopted by the State in which the Project is located or the State in which any collateral of Debtor (including without limitation the Collateral) is located or the State in which Debtor is formed, as applicable, as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time.