

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional)	
B E-MAIL CONTACT AT SUBMITTER (optional)	
C SEND ACKNOWLEDGMENT TO (Name and Address)	
<div style="border: 1px solid black; padding: 10px; margin: 10px 0;">Reno & Cavanaugh PLLC 10175 Little Patuxent Parkway, Suite 900 Columbia, MD 21044</div> <p style="text-align: center;">SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</p>	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 1C of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME OMNI MAPLE GARDENS LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 810 EDDY STREET		CITY PROVIDENCE	STATE RI	POSTAL CODE 02905
		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 1C 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 BERKADIA COMMERCIAL MORTGAGE LLC				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 323 NORRISTOWN ROAD, SUITE 300		CITY AMBLER	STATE PA	POSTAL CODE 19002
		COUNTRY USA		

4 COLLATERAL This financing statement covers the following collateral:

See Exhibit B attached 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"/> Lessee/Lessor; <input type="checkbox"/> Consignee/Consignor; <input type="checkbox"/> Seller/Buyer; <input type="checkbox"/> Bailee/Bailor; <input type="checkbox"/> Licensee/Licensor	

8 OPTIONAL FILER REFERENCE DATA

Recorded with Rhode Island SOS

(Maple Gardens | FHA # 016-11098)

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

OMNI MAPLE GARDENS LLC

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

Secretary of Housing and Urban Development

OR

11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

10 Causeway Street, 3rd Floor

CITY

Boston

STATE

MA

POSTAL CODE

02222

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 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

See Exhibit A attached hereto and made a part hereof.

17 MISCELLANEOUS

Either secured party may file amendments or continuations.

EXHIBIT "A" TO FINANCING STATEMENT

LEGAL DESCRIPTION

That certain parcel or tract of land with all buildings and improvements situated on the westerly side of McGuire Road in the Town of North Providence, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at a reinforcing rod at a point in the westerly street line of McGuire Road, said point being 287.18 feet northerly of the centerline of Bourne Avenue (now abandoned) as measured along the westerly street line of McGuire Road, said point being the northeast corner of property now or formerly belonging to Maple Housing Group, said corner being the southeasterly corner of the parcel herein described;

Thence running westerly bounding southerly by said Maple Housing Group property for a distance of 387.00 feet to a reinforcing rod;

Thence turning an interior angle of 123° 48' 04" and running northwesterly bounding southwesterly by said Maple Housing Group Property for a distance of 495.89 feet to the southeast corner of Howard and Woodlawn Avenue;

Thence turning an interior angle of 43° 16' 36" and running easterly along the southerly street line of Woodlawn Avenue for a distance of 698.45 feet to a reinforcing rod at a corner in the westerly street line of McGuire Road;

Thence turning an interior angle of 98° 55' 20" and running southerly along the westerly street line of McGuire Road for a distance of 256.50 feet to the point of beginning;

The last described line forming an interior angle of 94° 00' 00" with the first described line.

For Reference Only:

29 McGuire Road

North Providence, RI 02904

APlat21A, Lot 680

EXHIBIT "B" TO FINANCING STATEMENT
Collateral Description

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of the Financing Statements delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of **Berkadia Commercial Mortgage LLC, a Delaware limited liability company** (the "Secured Party").

This Exhibit "B" refers to the following collateral, as set forth in that certain **Multifamily Mortgage, Assignment of Rents, Fixture Filing and Security Agreement (Rhode Island)** executed and delivered by the Debtor in connection with the financing of the Project in favor of the Secured Party (the "Security Instrument;" collectively, the Financing Statements and Security Instrument are referred to as "Security Documents"), which may be now or hereafter located on the premises described in Exhibit "A" attached hereto, relate to, or be used in connection with, the, financing, repair, ownership, management, and operation of a certain apartment project known as "**Maple Gardens**" FHA Project No. **016-11098** (the "Project"), located in **North Providence, Providence County, Rhode Island** (the "Project Jurisdiction"), and owned by **Omni Maple Gardens, LLC, a Rhode Island limited liability company** (referred to as the "Debtor" or "Borrower").

All of Borrower's present and future right, title and interest in and to all of the following as set forth in and defined in the Security Documents:

- (1) the Improvements;
- (2) the Fixtures;
- (3) the Personalty;
- (4) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (5) all insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained such insurance policies pursuant to Lender's requirement;
- (6) all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the

Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

- (7) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (8) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;
- (9) all Rents and Leases;
- (10) all earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (11) all Imposition Deposits;
- (12) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);
- (13) all forfeited tenant security deposits under any Lease;
- (14) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
- (15) all deposits and/or escrows held by or on behalf of Lender under Collateral Agreements;

- (16) all awards, payments, settlements or other compensation resulting from litigation involving the Project; and
- (17) to the extent not set forth above, all of the following (capitalized terms not defined herein shall have the meanings given to such terms in the Uniform Commercial Code in effect as of the date hereof in the Project Jurisdiction):
 - (i) Accounts;
 - (ii) Chattel paper;
 - (iii) Inventory;
 - (iv) Equipment;
 - (v) Instruments, including Promissory Notes;
 - (vi) Investment Property;
 - (vii) Documents;
 - (viii) Deposit accounts;
 - (ix) Debtor's claim for interference with contracts;
 - (x) Letter-of-credit rights;
 - (xi) General intangibles, including payment intangibles;
 - (xii) Supporting obligations; and
 - (xiii) to the extent not listed above as original collateral, proceeds and products of the foregoing.