

UCC-1 Form

FILER INFORMATION

Full name:

Email Contact at Filer: GBOTELHO@RIHOUSING.COM

SEND ACKNOWLEDGEMENT TO

Contact name: RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION

Mailing Address: 44 WASHINGTON STREET

City, State Zip Country: PROVIDENCE, RI 02903 USA

DEBTOR INFORMATION

Org. Name: ESSEX VILLAGE RHF PARTNERS L.P.

Mailing Address: 911 N. STUDEBAKER ROAD

City, State Zip Country: LONG BEACH, CA 90815 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

CUSTOMER REFERENCE: 201312258530/ 201820119970/ RIH #1150

COLLATERAL

ALL FIXTURES AND ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR IN WHICH DEBTOR MAY NOW OR HEREAFTER ACQUIRE AN INTEREST, INCLUDING, WITHOUT LIMITATION, ALL FIXTURES, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS, GENERAL INTANGIBLES, INVENTORY, GOODS, EQUIPMENT AND OTHER PROPERTY, AND THE PRODUCTS AND PROCEEDS THEREOF, IN EACH CASE HOWSOEVER EVIDENCED AND WHERESOEVER LOCATED, ALL AS MORE FULLY DESCRIBED ON THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

ADDENDUM TO UCC-1 FINANCING STATEMENT

Debtor: Essex Village RHF Partners L.P.

Secured Party: Rhode Island Housing and Mortgage Finance Corporation

Debtor hereby assigns and pledges to Secured Party, and hereby grants a security interest to Secured Party in, all of Debtor's right, title and interest in and to the following (collectively, the "Personal Property Collateral"):

(a) all of Debtor'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 Debtor'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 Debtor'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"), including, without limitation, any and all rights that Debtor may have or acquires under any now existing or hereafter arising Housing Assistance Payments Contracts with respect to the Premises defined below (including Debtor's rights to receive Assistance Payments in the manner set forth therein);

(c) all of Debtor's goods, wheresoever located, including, without limitation, goods in transit, whether now existing or hereafter acquired by Debtor, 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 Debtor'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 Debtor, 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 Debtor 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 Debtor'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, Debtor to secure the payment of indebtedness owing to Debtor, 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; Debtor 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 Debtor in real or personal property to the extent assignable;

(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 Secured Party 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 Debtor 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 Debtor 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 Debtor that evidence or relate to the foregoing or to the Accounts, Inventory, General Intangibles, Equipment or any of the other Personal Property Collateral;

(g) all of Debtor's right, title and interest, now existing or hereafter acquired, in and to the buildings and improvements now or hereafter located on the Premises;

(h) all of Debtor's right, title and interest in, to and under the Syndication Proceeds, and all products and proceeds of the Syndication Proceeds in each case howsoever evidenced, whether now existing or hereafter acquired and wheresoever

located, as said terms are defined in that certain Pledge of Syndication Proceeds dated as of March 7, 2013, by and between the Debtor and the Secured Party;

(i) all of the "Rentals and other Payments" (as defined in that certain Collateral Assignment of Rentals, dated as of March 7, 2013, between Debtor and Secured Party) which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of Debtor's fee simple interest in the property located in North Kingstown, Rhode Island, and more particularly described on Schedule A attached hereto and incorporated herein (the "Premises"), from any of the occupants, tenants, lessees, subtenants and sublessees, now and from time to time hereafter occupying the Premises or any portion thereof under or on account of the "Leases" (as defined below), (ii) all leases, subleases, tenancies and other agreements, whether written or oral, now or hereafter existing with respect to all or any portion of the Premises, together with any renewal or extension thereof or any agreements in substitution therefore (collectively, the "Leases"), and (iii) any and all guarantees, security interests, pledges and assignments and other collateral granted to Assignor as security for the Leases.

**SCHEDULE A
LEGAL DESCRIPTION**

SEE ATTACHED

61064618 v1-WorkSiteUS-080412/0232

Essex Village

**EXHIBIT A
(LEGAL DESCRIPTION)**

That certain tract or parcel of land with all buildings and improvements thereon, situated on the northerly side of Newcomb Road in the Town of North Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northerly line of Newcomb Road, said point being 672.77 feet east of Post Road (U.S. Route 1) and proceeding N. 2° 29' 50" W, 424.61 feet; thence N. 87° 30' 10" E, 115 feet; thence south 2° 29' 50" E. 76 feet; thence N. 87° 30' 10" E 170 feet; thence N 2° 29' 50" E, 76 feet; thence N. 87° 30' 10" E 170 feet; thence N 2° 29' 50" W, 55 feet; thence N. 87° 30' 10" E, 109.64 feet; thence N. 5° 09' 07" W, 107.22 feet, the last seven courses bounding on land of Kings Grant Company; thence N. 77° 34' 14" E, 560.50 feet by land now or formerly of Peter E. Sirr, Harry R. Murray and Nancy V. Murray, Charles F. Long and Lillian Long and Ernest S. Lemieux and Janice M. Lemieux to a stone bound; thence S. 5° 38' 32" E 480.60 feet by land now or formerly of Alfred T. Cole, Jr., Short Road, William R. Solms and Patricia C. Solms, and Heritage Homes, Incorporated to a drill hole on said northerly line of Newcomb Road; thence S. 80° 00' 00" W 976.49 feet to the point and place of beginning.

Together with the benefit of that easement by and between the Town of North Kingstown and Essex Village Company recorded September 14, 1977 in Book 292 at Page 249.

Together with the benefit of that easement by and between the Town of North Kingstown and Essex Village Company recorded September 14, 1977 in Book 292 at Page 253.

Together with the benefit of that easement by and between the United State of America, acting through the Department of Navy, and Essex Village Company recorded in Book 296 at Page 214.