


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Christine Buddner 713.658.6406	
B. E-MAIL CONTACT AT SUBMITTER (optional) cbuddner@orrick.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Return Acknowledgement to: 1435717 Capitol Services, Inc. PO Box 1831 Austin, TX 78767 800.345.1647	
ACT INFORMATION	

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 RHODE ISLAND NURSES INSTITUTE MIDDLE COLLEGE CHARTER HIGH SCHOOL				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY
150 Washington Street, 4th Floor	Providence		RI	02903 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 U.S. Bank Trust Company, National Association, as Master Trustee				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY
100 Wall Street, 6th Floor	New York		NY	10005 USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A 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 Transferring Utility <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/Licenser	
8. OPTIONAL FILER REFERENCE DATA RI SOS (Borrower) - Mortgage	

SCHEDULE A

**TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: RHODE ISLAND NURSES INSTITUTE MIDDLE COLLEGE
CHARTER HIGH SCHOOL
7 Fatima Drive
Cumberland, RI 02864

SECURED PARTY: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS MASTER TRUSTEE
100 Wall Street, 16th Floor
New York, New York 10005

All capitalized terms used herein, but not otherwise defined shall have the meaning ascribed to such term in that certain Mortgage, Security Agreement, Fixture Filing and Collateral Assignment of Leases and Rents for the Real Estate Located at 132-150 Washington Street, Providence, Rhode Island, dated as of January 1, 2024, from the Debtor to the Secured Party, as Master Trustee under the Master Trust Indenture, dated as of January 1, 2024 (as amended and supplemented, the "Master Trust Indenture"), between the Debtor, as Obligated Group Representative, and the Secured Party, for the benefit of the holders of obligations issued pursuant to the Master Trust Indenture.

In order to secure the payment and performance by the Debtor of all of its obligations to the Holders of the Obligations issued from time to time under the Master Trust Indenture, the Debtor has granted to the Secured Party, in trust for the benefit of the Holders of the Obligations issued from time to time under the Master Trust Indenture, with mortgage covenants, the following property, whether now owned, leased or hereafter acquired (all of which, together with said real estate, is hereinafter collectively referred to as the "Mortgaged Property"):

- (a) All the pieces or parcel(s) of land, with the buildings and improvements now or hereafter placed thereon located at 132-150 Washington Street, Providence, Rhode Island, and being more particularly bounded and described in said Exhibit A (the "Premises").
- (b) All the right, title and interest of Debtor, now or hereafter, in and to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Premises; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises.
- (c) All the right, title and interest of Debtor in and to all fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the Premises, or any part thereof, and used or usable in connection with any present or future

occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto (the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Debtor in and to any Fixtures which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of the Secured Party under this Mortgage, and Debtor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by the Secured Party to confirm, preserve, and enforce the lien of this Mortgage on any Fixtures; and all the proceeds and products of any and all Fixtures, including, but not limited to, any deposits or payments now or hereafter made thereon.

- (d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.
- (e) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payment by the Secured Party or the Debtor, incurred by the Secured Party in connection with the collection of such award or payment, and the Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment.
- (f) All further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity, of the Debtor, in or to any of the above.
- (g) All the right, title and interest of the Debtor in and to the Collateral, hereinafter defined.

Collateral means collectively, all manner of machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, and any other personal property, whether tangible or intangible, now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Premises.

EXHIBIT A
TO
SCHEDULE A UCC FINANCING STATEMENT
(Debtor)

DESCRIPTION OF THE PROPERTY

That certain parcel or tract of land with all buildings and improvements thereon situated on the southeasterly side of Washington Street and the northeasterly side of Snow Street in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being the intersection of the southeasterly street line of the aforementioned Washington Street and the northeasterly street line of the aforementioned Snow Street, said point being marked by a drill hole, said point also being the most westerly corner of the herein described parcel;

Thence running northeasterly along said southeasterly line of Washington Street a distance of one hundred seventy-one and thirty one-hundredths (171.30) feet to a point, said point being the most northerly corner of the herein described parcel;

Thence turning an interior angle of 91°-03' and running southeasterly, bounded northeasterly by land now or formerly of Arnold Real Estate Company, a distance of fifty-three and forty-two one-hundredths (53.42) feet to a point in the northwesterly line of land now or formerly of R.I. Electric Protective Company, said point also being the most southerly corner of said Arnold land, said point also being the most northeasterly corner of the herein described parcel;

Thence turning an interior angle of 89°-45'-35" and running southwesterly, bounded southeasterly by said Protective Company land a distance of forty and fourteen one-hundredths (40.14) feet to a point, said point being the southwesterly corner of said Protective Company land;

Thence turning an interior angle of 270°-23'-50" and running southeasterly, bounded northeasterly by said Protective Company land, a distance of forty-one and no one-hundredths (41.00) feet to a point, said point being in the northwesterly street line of Maiden Lane, so called, said point also being an easterly corner of the herein described parcel;

Thence turning an interior angle of 90°-00'-00" and running southwesterly along said line of Maiden Lane a distance of forty-one and fourteen one-hundredths (41.14) feet to a point, said point being the intersection of said line of Maiden Lane and the southwesterly street line of Moulton Street, so called;

Thence turning an interior angle of 268°-41'-30" and running southeasterly along said line of Moulton Street, bounded southwesterly in part by an abandoned portion of street formerly known as Maiden Lane, so called, a distance of thirty-two and thirty-one one-hundredths (32.31) feet to a point, said point being the northwesterly corner of land now or formerly of 343 Associates, said point also being an easterly corner of the herein described parcel;

Thence turning an interior angle of 90°-21'-05" and running southwesterly, bounded southeasterly by said Associates land, a distance of ninety and seventy one-hundredths (90.70) feet to a point in the aforementioned northeasterly line of Snow Street, said point also being the most southerly corner of the herein described parcel;

Thence turning an interior angle of 90°-14' and running northwesterly along said Snow Street line bounded northeasterly in part by the aforementioned abandoned portion of Maiden Lane a distance of one hundred twenty-eight and no one-hundredths (128.00) feet to the point and place of beginning.

The last mentioned course forming an interior angle of 89°-34' with the first herein described course.

Property Address: 132 Washington Street, Providence, RI 02903
Plat: 25 Lot(s): 432