

UCC-1 Form

FILER INFORMATION

Full name: **RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION**

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: **OMNI WASHINGTON, L.P.**

Mailing Address: **810 EDDY STREET**

City, State Zip Country: **PROVIDENCE, RI 02903 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: 201312399530/ 201820098770/ RIH#1143

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 HAVE OR HEREAFTER ACQUIRE AN INTEREST, INCLUDING, WITHOUT LIMITATION, ALL FIXTURES, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS, GENERAL INTANGIBLES, INVENTORY, ALL 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: Omni Washington, 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 all or any portion of 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 April 12, 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 April 12, 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 Providence, Rhode Island, and more particularly described on Schedule Δ 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

EXHIBIT A
LEGAL DESCRIPTION

75 Sackett Street a/k/a 285 Niagara Street, Providence, Rhode Island
Plat 60, Lot 193

That certain lot or parcel of land with all buildings and improvements thereon situated on the westerly side of Niagara Street and the southerly side of Sackett Street in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the point of intersection of the southerly line of Sackett Street and the westerly line of Niagara Street, said point being the northeasterly corner of the premises herein described;

Thence running southwesterly, bounded northwesterly by Sackett Street a distance of Seventy-Five and 00/100 feet (75.00') to land now or lately of the City of Providence;

Thence turning an interior angle of 90°-00'-00" and running southeasterly, bounded southwesterly by said City of Providence land, a distance of Two Hundred Twenty and 00/100 feet (220.00') to land now or formerly of Colony House Associates;

Thence turning an interior angle of 90°-00'-00" and running northeasterly bounded southwesterly by said Colony House Associates land, a distance of Seventy-Five and 00/100 feet (75.00') to a point on the westerly line of Niagara Street;

Thence turning an interior angle of 90°-00'-00" and running northwesterly bounded northeasterly by Niagara Street, a distance of Two Hundred Twenty and 00/100 (220.00') to the point and place of beginning. Said last course forms an interior angle of 90°-00'-00" and being the northerly point corner of the herein described lot.

78 Whitmarsh Street, Providence, RI
Plat 44, Lot 223

Those five (5) certain lots or parcels of land with all the buildings and other improvements thereon, situated on the southerly side of Whitmarsh Street in the City of Providence, laid out and designated as Lots Numbered sixty-three (63) through sixty-seven (67), both inclusive, on that plat of land entitled, "Plan of Partition of Part of Eagle Nursery in case in Equity No. 2404 Wm. D. Davis vs. Walter S. Burges et al. Made by order of John Howe, Alpheus F. Angell & Henry A. Webb, Commissioners appointed by the Supreme Court October term A.D. 1885", which said plat is on file in the Office of the Recorder of Deeds in said City of Providence on Plat Card 569.

Said parcel is further described as follows:

Beginning at the northwesterly corner of the herein described parcel said point also being the northeasterly corner of land now or lately of Olaike M. Akinjobi; thence running easterly, bounded northerly, by Whitmarsh Street two hundred fifty (250) feet to the northeasterly corner of the herein described premises, said point also being the northwesterly corner of land now or lately of Maria H. Estacio; thence turning an interior angle of 90° and running southerly bounded easterly by said Estacio land ninety (90) feet to the southeasterly corner of the premises herein described, said point being in the northerly line of land now or lately of Seth O'Connor; thence turning an interior angle of 90° and running westerly two hundred fifty (250) feet, bounded southerly in part by said O'Connor land and in part by land now or lately of Modesto Aquino, in part by land now or lately of Douglas R. Victor, in part by land now or lately of Douglas McLane and in part by land now or lately of Lydia J. Tabak to the southwestly corner of the premises herein described, said point being the southeasterly corner of said Akinjobi land; thence turning an interior angle of 90° and running northerly, bounded westerly by said Akinjobi land, ninety (90) feet to the point and place of beginning.

254 Washington Street, Providence, RI
Plat 25, Lot 277

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

Beginning at the intersection of the northeasterly line of Jackson Street and the southeasterly line of Washington Street and running N. 45° 47' 37" E. bounding northwesterly on Washington Street seventy-nine and 99/100 (79.99) feet to the westerly corner of land now or formerly of the First Universal Church of Providence; thence turning an interior angle of 89° 54' 47" and running S. 44° 07' 10" E. bounding northeasterly on land now or formerly of the First Universal Church of Providence one hundred and 81/100 (100.81) feet to the northwesterly line of Gardner Street; thence turning an interior angle of 89° 46' 28" and running S. 46° 06' 22" W. bounding southeasterly on Gardner Street eighty nine and 90/100 (89.90) feet to the northeasterly line of Jackson Street; thence turning an interior angle of 84° 35' 6" and running N. 38° 28' 44" W. bounding southwesterly on Jackson Street one hundred and 82/100 (100.82) feet to the point of beginning making an interior angle of 95° 43' 39" with the first described course.

576 Broad Street, Providence, Rhode Island
Plat 45, Lot 859

The land with any buildings and improvements thereon, situated in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point of intersection of the southerly line of Harvard Avenue with the easterly line of Broad Street; thence running easterly bounded northerly by said Harvard Avenue a distance of 61.38 (sixty one and 38/100) feet to land now or lately of HDC Limited Partnership; thence turning an interior angle of 90° and running southerly, bounded easterly by said HDC Limited Partnership land a distance of 76.44 (seventy-six and 44/100) feet to a corner; thence turning an interior angle of 270° and running easterly bounded northerly by said last named land forty nine and 74/100 (49.74) feet for a corner; at land now or lately of Muriel Courey Jennings; thence turning an interior angle of 90° and running southerly bounded easterly by said last named land twenty and 04/100 (20.04) feet for a corner; thence turning an interior angle of 270° and running easterly bounded northerly by said last named land sixteen and 63/100 (16.63) feet for a corner at land now or lately of Carol King; thence turning an interior angle of 90° and running southerly, bounded easterly by said last named land twenty and 00/100 (20.00) feet for a corner at land now or lately of Rhode Island Housing and Mortgage Finance Corporation (by tax sale); thence turning an interior angle of 89° 49' 48" and running westerly bounded southerly by said last named land one hundred one and 01/100 (101.01) feet for a point at the southwesterly corner of the premises hereinbefore described and at a point in the easterly line of Broad Street; thence turning an interior angle of 102° 42' 58" and running northerly bounded westerly by said Broad Street one hundred twenty three and 12/100 (123.12) to the point and place of beginning, said point being the northwesterly corner of the premises hereinbefore described.

39-47 Harvard Avenue, Providence, RI
Assessor's Plat 45, Lots 914

That certain lot or parcel of land with all the buildings and improvements thereon, situated on northerly side of Harvard Avenue in the City of Providence, County of Providence and State of Rhode Island, and shown as "New Parcel A Merged Lots 23 & 895 New Area=10,962 S.F. +/-" on that plan entitled "Administrative Subdivision for 39-41 Harvard Avenue in Providence, RI date: December 10, 2012 Scale: 1"=10' signed by Curt A. Nunes recorded February 1, 2013 document 01000925 being more particularly bounded and described as follows:

Beginning at a point on the northerly side of Harvard Avenue at the southwesterly corner of the herein described New Parcel A Merged Lots 23 & 895 New Area=10,962 S.F. +/-, as shown on plan entitled "Administrative Subdivision for 39-41 Harvard Avenue in Providence, RI date: December 10, 2012 Scale: 1"=10' signed by Curt A. Nunes", said point being the point and place of beginning;

Thence running northerly for a distance one hundred two and 25/100 feet (102.25') bounded westerly by land now or formerly of The Center to Advance Minority Participation in the Building Trades, Inc. to a corner;

Thence turning an interior angle of 90°00'00" and running easterly for a distance of one hundred seven and 24/100 feet (107.24') bounded northerly partially by land now or formerly of Susan Duarte, partially by land now or formerly of Zunilda Perez, and partially by land now or formerly of HDC Limited Partnership, to a corner at land now or formerly of HDC Limited Partnership;

Thence turning an interior angle of $90^{\circ}00'00''$ and running southerly for a distance of one hundred two and $25/100$ feet ($102.25'$) bounded easterly partially by land now or formerly of HDC Limited Partnership (AP 45 Lot 880) and partially by land now or formerly of HDC Limited Partnership (AP 45 Lot 883) to a point on the northerly side of Harvard Avenue at a corner;

Thence turning an interior angle of $90^{\circ}00'00''$ and running westerly bounded southerly by Harvard Avenue for a distance of one hundred seven and $24/100$ feet ($107.24'$) to the point and place of beginning.

The last-described course forms an interior angle of $90^{\circ}00'00''$ with the first-described course.

The above parcels contains 10,962 square feet of land.