

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: 5px; margin: 5px 0;"> Christopher J. McCarty, Esq. Hinckley Allen 28 State Street Boston, MA 02109 SEE BELOW FOR SECURED PARTY CONTACT INFORMATION </div>

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 WICKFORD VILLAGE REALTY, LP					
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c MAILING ADDRESS c/o FJS Associates, Ltd. 79 Peckham Lane		CITY Middletown	STATE RI	POSTAL CODE 02842	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 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 of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Fannie Mae					
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c MAILING ADDRESS c/o Walker & Dunlop, LLC 7272 Wisconsin Avenue, Suite 1300		CITY Bethesda	STATE MD	POSTAL CODE 20814	COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral

See Exhibit A and Schedule A attached hereto and made a part hereof for a description of collateral.

5. Check <u>only</u> if applicable and check <u>only one</u> 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 one</u> 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 one</u> box. <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7 ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensee	

8 OPTIONAL FILER REFERENCE DATA
W&D LOAN NO. 301304798 (Wickford Village) / File With: Rhode Island Secretary of State

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
WICKFORD VILLAGE REALTY, LP

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 UCC-1); (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
Walker & Dunlop, LLC

OR

11b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7272 Wisconsin Avenue, Suite 1300 Bethesda MD 20814 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
For a description of real estate, see Exhibit A to Schedule A, attached hereto and incorporated by reference herein.

17 MISCELLANEOUS

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: WICKFORD VILLAGE REALTY, LP
C/O FJS ASSOCIATES, LTD.
79 PECKHAM LANE
MIDDLETOWN, RHODE ISLAND 02842

ASSIGNOR/
SECURED PARTY: WALKER & DUNLOP, LLC
7272 WISCONSIN AVENUE, SUITE 1300
BETHESDA, MARYLAND 20814

ASSIGNEE/
SECURED PARTY: FANNIE MAE
C/O WALKER & DUNLOP, LLC
7272 WISCONSIN AVENUE, SUITE 1300
BETHESDA, MARYLAND 20814

This financing statement covers all of Debtor's present and future right, title and interest in and to all of the following property (the "**Collateral Property**"):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "**Property**"), including any future replacements, facilities, and additions and other construction on the Property (the "**Improvements**");

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URIs,

blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the “Goods”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “Fixtures”) under the laws of the state in which the Property is located (the “Property Jurisdiction”);

4. Personalty.

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “Personalty”);

5. Other Rights.

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 Property 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;

6. Insurance.

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Property or Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any

part of the Property or Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Property or Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Property or Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Property or Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the “**Rents**”);

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or Collateral Property, or any portion of the Property or Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Property or Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public

betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property or Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or Collateral Property, to prevent the imposition of liens on the Property or Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the Property or Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and

profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Borrower)**

PARCEL A – 58 INTREPID ROAD, NORTH KINGSTOWN, RI (AP 118 LOT 39)

That certain lot or parcel of land, with all buildings and improvements thereon, situated easterly of Post Road and northerly of West Main Street in the Village of Wickford, Town of North Kingstown, County of Washington and State of Rhode Island, and being and delineated on a plan entitled, "PLAN OF LAND IN NORTH KINGSTOWN, RI SURVEYED FOR WICKFORD VILLAGE ASSOCIATES SCALE: 1" = 50' SEPT. 25, 1976 ALLEN D. QUINTIN R.L.S., 9 EDDY STREET FAIRHAVEN, MASS.", recorded in the Land Evidence Records of the Town of North Kingstown on Plat Card No. 996, and being more particularly bounded and described as follows:

Beginning at a concrete bound set in the ground at the southeast corner of land conveyed to the Town of North Kingstown by deed recorded in the Land Evidence Records of the Town of North Kingstown in Deed Book 140 at Page 7, et seq., said concrete bound being located South 59°48'13" East, 320.00 feet from a stone bound in the easterly line of Post Road marking the southwest corner of said Town of North Kingstown land, the point of beginning being further described as the southwesterly corner of the parcel herein described; thence running North 23°45'03" East, bounding northwesterly on said Town land, 503.18 feet, more or less, to a concrete bound set in the ground at the northeast corner of said Town land; thence turning and running North 59°48'13" West, bounding southwesterly on said Town land, 102.74 feet to a concrete bound set in the ground at other land owned by the Town of North Kingstown and conveyed to it by deed recorded in said Records in Deed Book 271 at Page 275, et seq.; thence turning and running North 30°11'47" East, bounding northwesterly by said last mentioned Town land, 150.47 feet to another concrete bound set in the ground in the southerly line of Intrepid Road, so-called, a fifty foot highway; thence turning and running South 59°58'22" East, bounding northeasterly on said Intrepid Road, 40.00 feet to another concrete bound set in the ground in the southerly line of said Intrepid Road; thence turning and running North 30°11'47" East, across Intrepid Road and bounding northwesterly in part thereon and in part on said land conveyed to the Town of North Kingstown by deed recorded in said Records in Deed Book 271 at Page 275, et seq., 250.00 feet to a concrete bound set in the ground; thence turning and running South 59°58'22" East, bounding northeasterly on said last mentioned Town land, 418.29 feet, more or less, to the former location of the Sea View Railroad, now known and designated on said Plan as the "NARRAGANSETT ELECTRIC CO. R/W"; thence turning and running South 2°26'08" East, bounding northeasterly on said Narragansett Electric Co. easement, 257.08 feet, more or less, to the point at tangency of a curve having a radius at 1,462.70 feet; thence turning and running in a general southeasterly direction, following that portion of the arc of said curve subtended by an angle of 28°00'46", still bounding northeasterly on said Narragansett Electric Co. easement, 715.14 feet, more or less, to another point of tangency of said curve; thence turning and running South 30°26'54" East, still bounding northeasterly on said easement, 227.17 feet, more or less, to a stone bound set in the ground at other land conveyed to the Town

of North Kingstown by deed recorded in said Records in Deed Book 271 at Page 275 et seq.; thence turning and running South 81°22'23" West, bounding southeasterly on said Town land, 104.80 feet to a stone bound; thence turning and running North 64°14'48" West, bounding southwesterly on said Town land, 332.32 feet, more or less, to a point at the northeasterly corner of Green Avenue as laid out on Town of North Kingstown highway plans prepared by Charles A. Maguire and Associates, Engineers, July 12, 1943 recorded in the Records of Plats of said Town; thence turning and running North 66°20'14" West, along the northeasterly terminus of Green Avenue, 60.00 feet to the northwesterly corner of said Green Avenue; thence turning and running North 61°14'15" West, still bounding southwesterly on said last mentioned Town land, 247.44 feet, more or less to a stone bound; thence turning and running North 46°56'25" West, still bounding southwesterly on said Town land, 232.28 feet, more or less, to another stone bound; thence turning and running N. 78°42'54" West, still bounding southwesterly on said Town land, 62.13 feet to a point in the easterly line of Roosevelt Avenue, a Town highway laid out and shown on said Maguire & Associates plans recorded in the Records of Plats of said Town; thence turning and running North 23°39'46" East, bounding northwesterly on Roosevelt Avenue, 39.63 feet to the northeasterly corner of Roosevelt Avenue as laid out on said highway plans; thence turning and running North 66°20'14" West, along the northeasterly terminus of Roosevelt Avenue, 45.00 feet to the northwesterly corner of Roosevelt Avenue; thence turning and running South 23°39'46" West, bounding southeasterly on said Roosevelt Avenue, 49.51 feet to a point at said land of the Town of North Kingstown; thence turning and running North 59°48'13" West, bounding southwesterly on said Town land, 101.71 feet to the concrete bound set in the ground at the point and place of beginning.

PARCEL D

Sewer and outfall line easements granted to the Wickford Village Associates in that certain Bargain and Sale Deed from John J. Kalife dated February 14, 1977 and recorded February 14, 1977 in Book 282 at Page 121, said easements being the same easements (a) acquired by the United States of America by Decree of Condemnation of the United States District Court for the District of Rhode Island as evidenced by Order and Judgment of Declaration of Taking in Miscellaneous Petition No. 231 dated December 3, 1943 and recorded on December 4, 1943 in Book 73 at Page 33 and (b) reserved in that certain Quitclaim Deed from the United States of America, acting by and through the Regional Director, Northeast Regional Office, Bureau of Outdoor Recreation to the Town of North Kingstown dated May 13, 1976 and recorded May 26, 1976 in Book 271 at Page 275, and (c) conveyed in Deed of the United States of America to John J. Kalife d/b/a Fairhaven Construction Company dated February 4, 1977 and recorded in Book 282 at Page 113.

Rights of way and easements as set forth in that certain instrument from the Town of North Kingstown to Wickford Village Associates dated February 14, 1977 and recorded February 14, 1977 in Book 282 at Page 127.