

# UCC-1 Form

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## FILER INFORMATION

Full name: **EUGENE G. BERNARDO II, ES Q.**

Email Contact at Filer: **DWILDGOOSE@PSH.COM**

## SEND ACKNOWLEDGEMENT TO

Contact name: **PARTRIDGE SNOW & HAHN LLP**

Mailing Address: **40 WESTMINSTER ST., STE. 1100**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

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## DEBTOR INFORMATION

Org. Name: **RHODE ISLAND HEALTH AND EDUCATIONAL BUILDING CORPORATION**

Mailing Address: **33 BROAD STREET, SUITE 200**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

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## SECURED PARTY INFORMATION

Org. Name: **WEBSTER PUBLIC FINANCE CORPORATION**

Mailing Address: **200 ELM STREET**

City, State Zip Country: **STAMFORD, CT 06901 USA**

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## TRANSACTION TYPE: STANDARD

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## CUSTOMER REFERENCE: 4885-3562-4694 (70721-216)

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## COLLATERAL

ALL MONIES AND INTERESTS PLEDGED PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED DECEMBER 4, 2024, SUCH MONIES AND INTERESTS BEING MORE FULLY DESCRIBED ON EXHIBIT A HERETO AND MADE A PART HEREOF.

## **EXHIBIT A**

**Debtor:**

Rhode Island Health and Educational  
Building Corporation  
33 Broad Street, Suite 200  
Providence, Rhode Island 02903

**Secured Party:**

Webster Public Finance Corporation  
200 Elm Street  
Stanford, Connecticut 06901

All right, title and interest of the Debtor (i) in and to the Revenues as defined in the Loan and Security Agreement (the “Agreement”) dated December 4, 2024 by and among Cowden Street Collaborative, Inc. d/b/a Segue Institute for Learning (the “Borrower”), the Debtor and the Secured Party (the “Agreement”) executed in connection with the Debtor’s \$20,000,000 of Educational Institution Revenue Bonds (Segue Institute for Learning Issue – Series 2024), to be received from the Borrower under the Agreement or derived from any security provided under the Agreement, (ii) all rights to receive such Revenues and the proceeds of such rights, (iii) all funds and investments held from time to time in the funds, if any, established under the Agreement, and (iv) in respect of the Agreement, including enforcement rights and remedies but excluding the rights of the Debtor pursuant to provisions for consent, concurrence, approval or other action by the Debtor, notice to the Debtor or the filing of reports, certificates or other documents with the Debtor; the right of the Debtor to any payments for Administrative Fees and expenses pursuant to Section 303 of the Agreement, or reimbursements for advances made pursuant to Section 506 of the Agreement or indemnification payments made pursuant to Section 901 of the Agreement, or the powers of the Debtor stated in the Agreement to enforce the provisions of the Agreement, and (v) in and to all Gross Receipts of the Borrower.

“Gross Receipts” means all receipts, revenues, income and other moneys received by or on behalf of the Borrower, including, but without limiting the generality of the foregoing, revenues derived from the operations of the Facilities and from all other projects of the Borrower and all rights to receive the same whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Borrower; provided, however, that gifts, grants, bequest, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for certain specific purposes, and the income derived therefrom to the extent required by such designation, shall be excluded from Gross Receipts.

“Revenues” means all debt service payments, rates, mortgage payments, rents, fees, charges, and other income and receipts, including proceeds of insurance, eminent domain and sale, and including proceeds derived from any security provided hereunder, payable to the Corporation under this Agreement, excluding administrative fees of the Corporation, reimbursements to the Corporation for expenses incurred by the Corporation, indemnification of the Corporation and payments for rebate pursuant to Section 148(f) of the IRC.