

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Susan C. Kiernan, Esquire
B. E-MAIL CONTACT AT SUBMITTER (optional) susan.kiernan@troutman.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Susan C. Kiernan, Esquire Troutman Pepper Locke LLP One Financial Plaza, Suite 2800 Providence, RI 02903</div>
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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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 Health and Educational Building Corporation				
OR				
1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS 33 Broad Street, Suite 200	CITY Providence	STATE RI	POSTAL CODE 02903	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 Millennium Corporation, as successor-by-merger to Century Subsidiary Investments, Inc. III				
OR				
3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS 125 High Street, Oliver Street Tower, Suite 901	CITY Boston	STATE MA	POSTAL CODE 02110	COUNTRY USA

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

All of the Debtor's right, title and interest with respect to the Revenues as defined and described in that certain Mortgage, Loan and Security Agreement dated as of December 1, 2011, as amended by the First Amendment to Mortgage, Loan and Security Agreement dated as of October 15, 2019, as may be further amended and supplemented from time to time, by and among the Debtor, the Secured Party, Eastern Bank, as successor-by-merger to Century Bank and Trust Company and Salve Regina University, as more particularly described in Exhibit 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 Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one 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"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA Filed with Rhode Island Secretary of State (Salve Regina University Issue, Series 2011)	

EXHIBIT A

Debtor: Rhode Island Health and Educational Building Corporation

Secured Party: Millennium Corporation, as successor-by-merger to Century Subsidiary Investments, Inc. III

All right, title and interest of the Debtor in and to (a) all Revenues to be received from the Borrower or derived from any security provided under the Agreement, (b) all rights to receive such Revenues and the proceeds of such rights, (c) all funds and investments held from time to time in the funds established under the Agreement, and (d) all of its right, title and interest in the Agreement, including enforcement rights and remedies but excluding certain rights of indemnification and to reimbursement of certain expenses as set forth therein. This assignment and pledge does not include: (i) 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, (ii) the right of the Debtor to any payments or reimbursements pursuant to Sections 309(e), 803, and 1007 of the Agreement, or (iii) the powers of the Debtor as stated in the Agreement to enforce the provisions of the Agreement. As further security for its obligations to make payments to the Debt Service Fund, and for its other payment obligations under the Agreement, the Borrower grants to the Secured Party a security interest in its interest in the moneys and other investments held from time to time in the funds and accounts established under the Agreement

As used herein the following terms shall have the following respective meanings:

“Agreement” means the Mortgage, Loan and Security Agreement dated as of December 1, 2011, as amended by the First Amendment to Mortgage, Loan and Security Agreement dated as of October 15, 2019, as further amended and supplemented from time to time, by and among the Debtor, the Secured Party, the Borrower and Eastern Bank, as successor-by-merger to Century Bank and Trust Company, as amended from time to time.

“Borrower” means Salve Regina University, a Rhode Island nonprofit corporation.

“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 under the Agreement, payable to the Debtor under the Agreement, excluding administrative fees of the Debtor, reimbursements to the Debtor for expenses incurred by the Debtor, and indemnification of the Debtor.