

SECRETARY OF THE COMMONWEALTH

2014 JUL 15 AM 10:17

CORPORATION DIVISION

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (202) 661-2200
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Rania S. Arja, Esq. Ballard Spahr LLP 1909 K Street, NW, 12th Floor Washington, DC 20006-1157</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ASID

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 CCBA WATERFORD PLACE, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
90 Tyler Street	Boston	MA	02111	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 OAK GROVE COMMERCIAL MORTGAGE, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7233 Solution Center	Chicago	IL	60677	USA

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

All of Debtor's right, title and interest in all items of personal property which are described on Exhibit "B" hereto and which are located on, related to or used in connection with the real property described on Exhibit "A" hereto.

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"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
MASSACHUSETTS SECRETARY OF THE COMMONWEALTH (Waterford Place Apartments)

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 CCBA WATERFORD PLACE, LLC	
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 UCC1) (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 SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C.					
their successors and assigns as their interests may appear					
OR					
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
11c. MAILING ADDRESS 10 Causeway Street, 3rd Floor		CITY Boston	STATE MA	POSTAL CODE 02222-1092	COUNTRY 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):

Debtor is record owner.

16. Description of real estate:

See Exhibit "A" attached hereto and incorporated herein by reference.

17. MISCELLANEOUS:

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND WITH THE BUILDINGS THEREON, COMMONLY KNOWN AND NUMBERED AS 180-192 SHAWMUT AVENUE BOSTON, SUFFOLK COUNTY, MASSACHUSETTS, SHOWN AS PARCEL 3-B-2B ON A PLAN ENTITLED "PLAN OF LAND, 180 SHAWMUT AVENUE, BOSTON, MASSACHUSETTS" PREPARED BY BRIGGS ASSOCIATES, INC., DATED SEPTEMBER 18, 1987 RECORDED WITH THE SUFFOLK COUNTY REGISTRY OF DEEDS IN BOOK 15606, PAGE 77 AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

WESTERLY: BY SHAWMUT AVENUE, AS SHOWN ON SAID PLAN, ONE HUNDRED SIX AND 99/100 (106.99) FEET;

NORTHERLY: BY LAND NOW OR FORMERLY OF CITY REDEVELOPMENT CORPORATION, BY TWO COURSES, AS SHOWN ON SAID PLAN, ONE HUNDRED THIRTY-SIX AND 74/100 (136.74) FEET AND 21 AND 99/100 (21.99) FEET;

EASTERLY: BY LAND NOW OR FORMERLY OF THE BOSTON REDEVELOPMENT AUTHORITY, AS SHOWN ON SAID PLAN, ONE HUNDRED EIGHT AND 17/100 (108.17) FEET; AND

SOUTHERLY BY LAND NOW OR FORMERLY OF THE BOSTON REDEVELOPMENT AUTHORITY, AS SHOWN ON SAID PLAN, ONE HUNDRED FIFTY AND 66/100 (150.66) FEET.

FOR TITLE SEE DEED TO CCBA WATERFORD PLACE, LLC, AND DATED JUNE 12, 2007 AND RECORDED IN SAID REGISTRY IN BOOK 42001, PAGE 190.

THE ABOVE DESCRIBED PREMISES IS CURRENTLY DESIGNATED BY THE CITY OF BOSTON ASSESSOR'S AS BEING TAX PARCEL #03-06150-000 (0306150000)

EXHIBIT "B"

Description of Collateral

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain UCC-1 Financing Statement delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of Oak Grove Commercial Mortgage, LLC (the "Secured Party").

Secured Party is making a mortgage loan to Debtor (the "Loan"), which Loan is being insured by the Secretary of Housing & Urban Development ("HUD"). The Loan is evidenced by a Note (Multistate) and secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Massachusetts) (the "Security Instrument"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Instrument.

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the rehabilitation, financing, repair, ownership, management and operation of a certain apartment project known as Waterford Place Apartments, FHA Project No. 023-11321 (the "Project"), located in Boston, Suffolk County, Massachusetts and owned by CCBA Waterford Place, LLC ("Debtor").

1. The buildings, structures and alterations now constructed or at any time on the future constructed or placed upon the Project, including any future replacements and additions (collectively, the "Improvements");
2. All property or goods that become so related or attached to the land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, 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, computers, 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 disposals, 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; playground and exercise equipment and classroom furnishings and equipment (collectively, the "Fixtures");
3. All equipment, inventory, and general intangibles ("Personalty"). The definition of Personalty includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than

Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Project or the Improvements or are located on the Project or in the Improvements, and any operating agreements relating to the Project or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Project or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Project or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Project. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: reserve for replacement accounts, bank accounts, residual receipts accounts, and investments;

4. 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 Project 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;

5. All insurance policies covering the Project, and all proceeds paid or to be paid by any insurer of the Project, the Improvements, the Fixtures, the Personalty or any other part of the Project, whether or not Debtor obtained such insurance policies pursuant to Secured Party's requirement;

6. All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Project, the Improvements, the Fixtures, the Personalty or any other part of the Project, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Project, the Improvements, the Fixtures, the Personalty or any other part of the Project under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

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

8. All proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Project and the right to collect such proceeds, liquidated claims or other consideration;

9. All rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Project) and other income of the Project or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Project, whether now due, past due, or to become due, residual receipts, and escrow accounts, however and whenever funded and wherever held;

10. 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

Project, or any portion of the Project (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the land and where the Debtor's leasehold is security for the loan are not included in this definition.);

11. All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the land, the Improvements or any other part of the Project, and all undisbursed proceeds of the loan from the Secured Party and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. All Imposition Deposits as that term is defined in the Security Instrument;

13. All refunds or rebates of impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

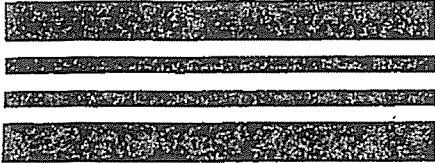
14. All forfeited tenant security deposits under any lease;

15. All names under or by which the Project may be operated or known, and all trademarks, trade names, and goodwill relating to any part of the Project;

16. All deposits and/or escrows held by or on behalf of Secured Party Lender under any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Project, establishing an account to assure the completion of repairs or Improvements specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account including but not limited to those reserves and escrows required by HUD; and

17. All awards, payments, settlements or other compensation resulting from litigation involving the Project.

6



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS



2014 00055526
Bk: 53217 Pg: 318 Page: 1 of 6
Recorded: 07/15/2014 11:32 AM
ATTEST: Francis M. Roache, Register
Suffolk County Registry of Deeds

A. NAME & PHONE OF CONTACT AT FILER (optional)
(202) 661-2200

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGEMENT TO: (Name and Address)

**Rania S. Arja, Esq.
Ballard Spahr LLP
1909 K Street, NW, 12th Floor
Washington, DC20006-1157**

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 CCBA WATERFORD PLACE, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 90 Tyler Street		CITY Boston	STATE MA	POSTAL CODE 02111
			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 OAK GROVE COMMERCIAL MORTGAGE, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 7233 Solution Center		CITY Chicago	STATE IL	POSTAL CODE 60677
			COUNTRY USA	

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

All of Debtor's right, title and interest in all items of personal property which are described on Exhibit "B" hereto and which are located on, related to or used in connection with the real property described on Exhibit "A" hereto.

180-192 Shawmut Ave. Boston

5. Check only if applicable and check only one box. Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box			6b. Check only if applicable and check only one box:	
<input type="checkbox"/> Public Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction	<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien	<input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Lessee/Lessor

8. OPTIONAL FILER REFERENCE DATA
Suffolk County, Massachusetts (Waterford Place Apartments)

(42001-190)

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

CCBA WATERFORD PLACE, LLC

9b. INDIVIDUAL'S SURNAME

OR

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 UCC1) (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

10b. INDIVIDUAL'S SURNAME

OR

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

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C. their successors
and assigns as their interests may appear**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

10 Causeway Street, 3rd Floor

CITY

Boston

STATE

MA

POSTAL CODE

02222-1092

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. This FINANCING STATEMENT is to be filed [for record] in the REAL ESTATE RECORDS (if applicable)

14. The FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Debtor is record owner.

16. Description of real estate

See Exhibit "A" attached hereto.

17. MISCELLANEOUS

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND WITH THE BUILDINGS THEREON, COMMONLY KNOWN AND NUMBERED AS 180-192 SHAWMUT AVENUE BOSTON, SUFFOLK COUNTY, MASSACHUSETTS, SHOWN AS PARCEL 3-B-2B ON A PLAN ENTITLED "PLAN OF LAND, 180 SHAWMUT AVENUE, BOSTON, MASSACHUSETTS" PREPARED BY BRIGGS ASSOCIATES, INC., DATED SEPTEMBER 18, 1987 RECORDED WITH THE SUFFOLK COUNTY REGISTRY OF DEEDS IN BOOK 15606, PAGE 77 AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

WESTERLY: BY SHAWMUT AVENUE, AS SHOWN ON SAID PLAN, ONE HUNDRED SIX AND 99/100 (106.99) FEET;

NORTHERLY: BY LAND NOW OR FORMERLY OF CITY REDEVELOPMENT CORPORATION, BY TWO COURSES, AS SHOWN ON SAID PLAN, ONE HUNDRED THIRTY-SIX AND 74/100 (136.74) FEET AND 21 AND 99/100 (21.99) FEET;

EASTERLY: BY LAND NOW OR FORMERLY OF THE BOSTON REDEVELOPMENT AUTHORITY, AS SHOWN ON SAID PLAN, ONE HUNDRED EIGHT AND 17/100 (108.17) FEET; AND

SOUTHERLY BY LAND NOW OR FORMERLY OF THE BOSTON REDEVELOPMENT AUTHORITY, AS SHOWN ON SAID PLAN, ONE HUNDRED FIFTY AND 66/100 (150.66) FEET.

FOR TITLE SEE DEED TO CCBA WATERFORD PLACE, LLC, AND DATED JUNE 12, 2007 AND RECORDED IN SAID REGISTRY IN BOOK 42001, PAGE 190.

THE ABOVE DESCRIBED PREMISES IS CURRENTLY DESIGNATED BY THE CITY OF BOSTON ASSESSOR'S AS BEING TAX PARCEL #03-06150-000 (0306150000)

EXHIBIT "B"

Description of Collateral

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain UCC-1 Financing Statement delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of Oak Grove Commercial Mortgage, LLC (the "Secured Party").

Secured Party is making a mortgage loan to Debtor (the "Loan"), which Loan is being insured by the Secretary of Housing & Urban Development ("HUD"). The Loan is evidenced by a Note (Multistate) and secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Massachusetts) (the "Security Instrument"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Instrument.

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the rehabilitation, financing, repair, ownership, management and operation of a certain apartment project known as Waterford Place Apartments, FHA Project No. 023-11321 (the "Project"), located in Boston, Suffolk County, Massachusetts and owned by CCBA Waterford Place, LLC ("Debtor").

1. The buildings, structures and alterations now constructed or at any time on the future constructed or placed upon the Project, including any future replacements and additions (collectively, the "Improvements");
2. All property or goods that become so related or attached to the land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, 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, computers, 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 disposals, 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; playground and exercise equipment and classroom furnishings and equipment (collectively, the "Fixtures");
3. All equipment, inventory, and general intangibles ("Personalty"). The definition of Personalty includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than

Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Project or the Improvements or are located on the Project or in the Improvements, and any operating agreements relating to the Project or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Project or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Project or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Project. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: reserve for replacement accounts, bank accounts, residual receipts accounts, and investments;

4. 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 Project 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;

5. All insurance policies covering the Project, and all proceeds paid or to be paid by any insurer of the Project, the Improvements, the Fixtures, the Personalty or any other part of the Project, whether or not Debtor obtained such insurance policies pursuant to Secured Party's requirement;

6. All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Project, the Improvements, the Fixtures, the Personalty or any other part of the Project, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Project, the Improvements, the Fixtures, the Personalty or any other part of the Project under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

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

8. All proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Project and the right to collect such proceeds, liquidated claims or other consideration;

9. All rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Project) and other income of the Project or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Project, whether now due, past due, or to become due, residual receipts, and escrow accounts, however and whenever funded and wherever held;

10. 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

Project, or any portion of the Project (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the land and where the Debtor's leasehold is security for the loan are not included in this definition.);

11. All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the land, the Improvements or any other part of the Project, and all undisbursed proceeds of the loan from the Secured Party and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. All Imposition Deposits as that term is defined in the Security Instrument;

13. All refunds or rebates of impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. All forfeited tenant security deposits under any lease;

15. All names under or by which the Project may be operated or known, and all trademarks, trade names, and goodwill relating to any part of the Project;

16. All deposits and/or escrows held by or on behalf of Secured Party Lender under any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Project, establishing an account to assure the completion of repairs or Improvements specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account including but not limited to those reserves and escrows required by HUD; and

17. All awards, payments, settlements or other compensation resulting from litigation involving the Project.