

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michelle MacKnight - 521-7000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>mmacknight@rcfp.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Edward G. Avila, Esquire</b>  <b>Roberts, Carroll, Feldstein &amp; Peirce</b>  <b>10 Weybosset Street</b>  <b>Providence, RI 02903</b> </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 <b>Fairmont Heights Apartments Limited Partnership</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>75 Lambert Lind Highway</b>		CITY <b>Warwick</b>	STATE <b>RI</b>	POSTAL CODE <b>02886</b>
			COUNTRY <b>USA</b>	

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 <b>People's United Bank, National Association</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>850 Main Street</b>		CITY <b>Bridgeport</b>	STATE <b>CT</b>	POSTAL CODE <b>06604</b>
			COUNTRY <b>USA</b>	

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

See Exhibit A attached hereto and incorporated herein by reference.

Filed with RI Secretary of State's Office

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>Our File No. 3940-19</b>	

## **EXHIBIT A**

**Debtor:** Fairmont Heights Apartments Limited Partnership  
75 Lambert Lind Highway  
Warwick, Rhode Island 02886

**Secured Party:** People's United Bank, National Association  
850 Main Street  
Bridgeport, Connecticut 06604

As collateral security for the payment and performance of all of the Obligations, the Debtor hereby grants, assigns, conveys, pledges and transfers to the Secured Party, a continuing security interest in the following assets and properties of the Debtor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Debtor may now have or hereafter acquire an interest (all of which are hereinafter collectively referred to as the "Collateral"):

**PERSONAL PROPERTY AND FIXTURES:** All goods, equipment, machinery, tools and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which the Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Premises or in any of the improvements, together with any renewals, replacements or additions thereto or substitutions therefor, all proceeds and products thereof, and now or hereafter located at, or used in connection with the operation of the Premises or the improvements, including without limitation the following:

**A. EQUIPMENT, ETC.:** All of the Debtor's interest in and to all equipment, fixtures, inventory, goods, materials, supplies, furnishings, accounts, accounts receivable, contract rights, plans, specifications, permits, other rights, bank deposits, warranties, cash, and general intangibles whether now or hereafter existing for use on or in connection with the Premises.

**B. PROCEEDS FOR DAMAGE TO THE MORTGAGED PROPERTY:** All proceeds (including, without limitation, insurance and condemnation proceeds), including interest thereon, paid for any damage done to the Premises (as hereinafter defined), or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

**C. UTILITY DEPOSITS:** All right, title and interest of the Debtor in and to all monetary deposits that the Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Premises.

**D. RECORDS:** All of the records and books of account now or hereafter maintained by the Debtor in connection with the operation of the Premises.

**E. NAME AND GOODWILL:** The right, in event of foreclosure of the Premises hereunder, to take and use any name by which the Premises is then known or any variation of the words thereof, and the goodwill of the Debtor with respect thereto.

### **DEFINITIONS**

**"Code"** shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

**"Equipment"** shall include "equipment" within the meaning of Section 9-102(a)(33) of the Code and, to the extent not otherwise included therein, all machinery, equipment, furniture, parts, tools and dies, of every kind and description, of the Debtor (including automotive equipment), now owned or hereafter acquired by the Debtor, and used or acquired for use in the business of the Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefor; all cash or non-cash Proceeds; and including, without limitation, any Equipment.

**"Fixtures"** shall mean "fixtures" within the meaning of Section 9-102(a)(41) of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real

estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

**"Obligations"** means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from the Debtor to others which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement giving rise to this financing statement, or any other document or instrument delivered in connection therewith.

**"Premises"** shall mean the real estate of the Debtor located at 525 Second Avenue, Woonsocket, Rhode Island, which real estate is more particularly described on Exhibit B attached hereto and incorporated herein by reference.

**"Proceeds"** shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable

to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and (d) any products or rents of any of the Collateral.

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EXHIBIT B

Three parcels of land with all buildings and improvements thereon, situated on the easterly and westerly sides of Second Avenue, in the City of Woonsocket, County of Providence and State of Rhode Island, bounded and described as follows:

Parcel I:

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the easterly side of Second Avenue, bounded and described as follows:

Beginning at the most northerly point of the parcel herein described, said point being in the easterly line of Second Avenue and the southwesterly line of land now or formerly of The Providence and Worcester Company (Railroad), said point being 75.00 feet southwesterly of Station 895 + 50.70 on said Railroad Monumented Baseline; thence running southeasterly along the arc of a curve having a radius of 1507.690 feet to the left and a central angle of  $05^{\circ} 04' 37''$  an arc distance of 133.597 feet to a point 75.00 feet southwesterly of Station 894 + 23.75 on said monumented center line; thence turning an interior angle from the chord of  $198^{\circ} 08' 57''$  and running southeasterly a distance of 105.973 feet to a point of curvature 50.00 feet southwesterly of Station 893 + 25.05 on said monumented baseline; thence turning an interior angle of  $172^{\circ} 20' 09''$  to the chord of a curve having a radius of 1482.69 feet to the left and a central angle of  $07^{\circ} 59' 54''$  and running southeasterly an arc distance of 206.980 feet to a point of tangency 50.00 feet southwesterly of Station 891 + 25.05 on said monumented baseline; thence turning an interior angle of  $180^{\circ} 30' 01''$  from the chord and running southeasterly a distance of 104.298 feet to a point of curvature 60.00 feet southwesterly of Station 890 + 25.80 on said monumented baseline; thence turning an interior angle of  $190^{\circ} 03' 28''$  from the chord and running southeasterly along the arc of a curve having a radius of 1492.690 feet to the left and a central angle of  $05^{\circ} 07' 10''$  an arc distance of 133.370 feet to a point and land now or formerly of Hough Enterprises, Inc., the last 5 courses being bounded northeasterly by said Providence and Worcester Company; thence turning an interior angle of  $43^{\circ} 30' 00''$  from the chord and running westerly bounded southerly in part by said last named land and in part by land now or formerly of Parker's Brass Foundry, Inc. a distance of 410.078 feet to a point in said easterly line of Second Avenue; thence turning an interior angle of  $90^{\circ} 03' 00''$  and running northerly along said easterly line of Second Avenue a distance of 540.439 feet to the point and place of beginning, the last course forming an interior angle of  $25^{\circ} 24' 25''$  with the chord of the first described course.

Parcel II:

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the easterly side of said Second Avenue, bounded and described as follows:

Beginning at a point in the easterly line of Second Avenue at the southwesterly corner of land now or formerly of Parker's Brass Foundry, Inc., said point of beginning being the northwesterly corner hereof; thence running easterly bounded northerly by land of said Parker's Brass Foundry, Inc. a distance of 318.75 feet to land now or formerly of Hough Enterprises, Inc.; thence turning an interior angle of  $120^{\circ} 52' 21''$  and running southeasterly bounded northeasterly by said last named land a distance of 32.273 feet to land now or lately of Gaspar and Lena Amato; thence turning an interior angle of  $59^{\circ} 07' 39''$  and running westerly bounded southerly by said Amato land a distance of 119.920 feet to a point; thence turning an interior angle of  $270^{\circ} 00' 00''$  and running southerly bounded easterly by said Amato land a distance of 101.400 feet to a point; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running westerly bounded southerly by said Amato land a distance of 108.600 feet to a point; thence turning an interior angle of  $270^{\circ} 00' 00''$  and running southerly bounded easterly by said Amato land a distance of 94.670 feet to land now or formerly of Robert V. and Doris A. Allard; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running westerly bounded southerly by said Allard land a distance of 106.790 feet to a point in said easterly line of Second Avenue; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running northerly along said easterly line of Second Avenue a distance of 223.770 feet to the point and place of beginning, said last course forming an interior angle of  $90^{\circ} 00' 00''$  with the intersection of the first described course.

Parcel III:

That certain lot or parcel of land with all the buildings and improvements thereon, situated on the westerly side of said Second Avenue, the northerly side of Walnut Avenue and the easterly side of Third Avenue, bounded and described as follows:

Beginning at a point formed by the intersection of the westerly line of Second Avenue and the northerly line of Walnut Avenue, said point being the southeasterly corner hereof; thence running westerly along the said northerly line of Walnut Avenue a distance of 219.89 feet to the easterly line of Third Avenue; thence turning an interior angle of  $89^{\circ} 55' 00''$  and running northerly along said easterly line of Third Avenue a distance of 611.460 feet to land now or formerly of Bennie and Rose V. Harris; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running easterly bounded northerly by said Harris land a distance of 100.00 feet to land now or formerly of Lawrence J. Rochefort; thence turning an interior angle of  $90^{\circ} 03' 00''$  and running southerly bounded easterly by said Rochefort land a distance of 221.250 feet to a point; thence turning an interior angle of  $270^{\circ} 00' 00''$  and running easterly bounded northerly by said Rochefort land a distance of 120.000 feet to the said westerly line of Second Avenue; thence turning an interior angle of  $90^{\circ} 00' 00''$  and running southerly along said westerly line of Second Avenue a distance of 389.995 feet to the point and place of beginning, the last course forming an interior angle of  $90^{\circ} 02' 00''$  with the intersection of the first described course.