

# UCC-1 Form

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## FILER INFORMATION

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## SEND ACKNOWLEDGEMENT TO

*Contact name:* **SHERIN AND LODGEN LLP ATTN.: DANIEL C. JOHNSTON, ESQ.**

*Mailing Address:* **101 FEDERAL STREET**

*City, State Zip Country:* **BOSTON, MA 02110 USA**

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## DEBTOR INFORMATION

*Org. Name:* **ALBION HYDRO LLC**

*Mailing Address:* **C/O JUHL CLEAN ENERGY ASSETS, INC., 470 WEST 78TH ST., SUITE 250**

*City, State Zip Country:* **CHANHASSEN, MN 55317 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **CUSTOMERS BANK (A/K/A CUSTOMERS BANK INC.)**

*Mailing Address:* **ONE INTERNATIONAL PLACE, 26TH FLOOR**

*City, State Zip Country:* **BOSTON, MA 02110 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: 29278-5**

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## COLLATERAL

TWO EASEMENT INTERESTS TO REAL ESTATE LOCATED IN THE TOWN OF CUMBERLAND AND TOWN OF LINCOLN, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND OWNED BY THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND DEPARTMENT OF TRANSPORTATION, RESPECTIVELY, FOR THE PURPOSES OF CONSTRUCTION AND OPERATION OF A SMALL, LOW-IMPACT, ZERO-EMISSION, HYDROPOWER FACILITY KNOWN AS THE ALBION DAM. FOR ADDITIONAL COLLATERAL, SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN.

## **SCHEDULE A**

Debtor: **ALBION HYDRO LLC**  
c/o Juhl Clean Energy Assets, Inc.  
470 West 78<sup>th</sup> St., Suite 250  
Chanhassen, MN 55317

Secured Party: **CUSTOMERS BANK (A/K/A CUSTOMERS BANK INC.)**  
One International Place, 26<sup>th</sup> Floor  
Boston, Massachusetts 02110

The collateral covered by this financing statement shall include all of Debtor's right, title and interest in, to, and under the following:

1. Collateral: All assets of Debtor, including, without limitation, all of Debtor's right in and to Debtor's Accounts, Accounts Receivable, Contract Rights, Commercial Tort Claims, Chattel Paper (whether Tangible or Electronic), Deposit Accounts, Documents, Equipment, General Intangibles (including Payment Intangibles and Software), Goods, Instruments (including any Promissory Note or other intercompany loan documents), Inventory, Investment Property, Letter-of-Credit Rights, and all Supporting Obligations; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all Goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any Goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such Goods; (v) any money, or other assets of Debtor that now or hereafter comes into the possession, custody, or control of Lender; (vi) any of the foregoing, whether now owned or now due, or in which Debtor has an interest, or hereafter acquired, arising, or to become due, or in which Debtor obtains an interest, and (vii) all Proceeds of any and all of the foregoing.
2. Definitions. Reference is made to that certain Security Agreement from Debtor in favor of Secured Party, dated as of January 5, 2021 (the "**Security Agreement**"). All capitalized terms used herein shall have the meanings assigned to them below. All terms defined in the recitals hereto and in the Loan Agreement that are not otherwise defined herein shall have the meanings given them in the recitals and in the Loan Agreement. All terms defined in the UCC and not otherwise defined herein have the meanings assigned to them in the UCC. In addition, the following terms have the meanings set forth below or in the referenced Section of this Agreement:

"**Account Debtor**" has the meaning given that term in the UCC.

"**Accounts**" and "**Accounts Receivable**" means all of Debtor's "accounts", as such term is defined in the UCC, including each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise

arises under any contract or agreement, whether such right to payment is created, generated or earned by Debtor or by some other person who subsequently transfers such person's interest to Debtor, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all Liens) which Debtor may at any time have by law or agreement against any Account Debtor or other obligor obligated to make any such payment or against any property of such Account Debtor or other obligor; all including, but not limited to, all present and future Accounts, Contract Rights, loans and obligations receivable, credit card receivables, Chattel Paper, bonds, notes and other debt instruments, tax refunds and rights to payment in the nature of general intangibles.

**“Chattel Paper”** has the meaning given that term in the UCC.

**“Collateral”** means all assets of Debtor, including, without limitation, all of Debtor's right in and to Debtor's Accounts, Accounts Receivable, Contract Rights, Commercial Tort Claims, Chattel Paper (whether Tangible or Electronic), Deposit Accounts, Documents, Equipment, General Intangibles (including Payment Intangibles and Software), Goods, Instruments (including any Promissory Note or other intercompany loan documents), Inventory, Investment Property, Letter-of-Credit Rights, and all Supporting Obligations; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all Goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any Goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such Goods; (v) any money, or other assets of Debtor that now or hereafter comes into the possession, custody, or control of Lender; (vi) any of the foregoing, whether now owned or now due, or in which Debtor has an interest, or hereafter acquired, arising, or to become due, or in which Debtor obtains an interest, and (vii) all Proceeds of any and all of the foregoing.

**“Commercial Tort Claims”** has the meaning given that term in the UCC.

**“Contract Rights”** includes, without limitation, “contract rights” as defined in the UCC, and also any right to payment under a contract not yet earned by performance and not evidenced by an instrument or Chattel Paper.

**“Deposit Accounts”** has the meaning given that term in the UCC and also includes all depository, operating, and other accounts established and maintained by Debtor with Lender.

**“Documents”** has the meaning given that term in the UCC.

**“Electronic Chattel Paper”** means Chattel Paper evidenced by a record or records consisting of information stored in an electronic medium.

**“Equipment”** means all of Debtor's equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies, and including specifically the goods described in any equipment schedule or list herewith or hereafter furnished to Lender by Debtor.

**“Event of Default”** has the meaning given that term in Section 7.

**“General Intangibles”** means all of Debtor’s “general intangibles” as such term is defined in the UCC, whether now owned or hereafter acquired; and also all: Payment Intangibles; rights to payment for credit extended; deposits; amounts due to Debtor; credit memoranda in favor of Debtor; warranty claims; tax refunds and abatement; insurance refunds and premium rebates; all means and vehicles of investment or hedging, including, without limitation, options, warrants, and futures contracts; records; customer lists; telephone numbers; goodwill; causes of action; judgments; payments under any settlement or other agreement; literary rights; rights to performance; royalties; license and/or franchise fees; rights of admission; licenses; franchises; license agreements, including all rights of Debtor to enforce same; permits, certificates of convenience and necessity, and similar rights granted by any governmental authority; internet addresses and domain names; developmental ideas and concepts; proprietary processes; blueprints, drawings, designs, diagrams, plans, reports, and charts; catalogs; technical data; computer software programs (including the source and object codes therefor), computer records, computer software, rights of access to computer record service bureaus, service bureau computer contracts, and computer data; tapes, disks, semiconductor chips and printouts; user, technical reference, and other manuals and materials; patents, patent applications and patents pending; trade secret rights, copyrights, copyright applications, mask work rights and interests, and derivative works and interests; trade names, trademarks, trademark applications, service marks, and service mark applications, together with all goodwill connected with and symbolized by any of the foregoing; all other general intangible property of Debtor in the nature of intellectual property; proposals; cost estimates, and reproductions on paper, or otherwise, of any and all concepts or ideas, and any matter related to, or connected with, the design, development, manufacture, sale, marketing, leasing, or use of any or all property produced, sold, or leased, by Debtor or credit extended or services performed, by Debtor, whether intended for an individual customer or the general business of Debtor, or used or useful in connection with research by Debtor.

**“Goods”** has the meaning given that term in the UCC.

**“Instruments”** has the meaning given that term in the UCC.

**“Inventory”** means all of Debtor’s inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located.

**“Investment Property”** means all of Debtor’s investment property, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all securities, security entitlements, securities accounts, commodity contracts, commodity accounts, stocks, bonds, mutual fund shares, money market shares and U.S. Government securities.

**“Letter-of-Credit Rights”** means a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance. The term does not include the right of a beneficiary to demand payment or performance under a letter of credit.

**“Lien”** means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the

interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a person, whether now owned or hereafter acquired and whether arising by agreement or operation of law.

**“Payment Intangibles”** means a General Intangible under which the Account Debtor’s principal obligation is a monetary obligation.

**“Perpetual Easements”** means, collectively, Perpetual Easement granted by the Rhode Island Department of Environment Management to Debtor for property described on the attached and Perpetual Easement granted by the Rhode Island Department of Transportation to Debtor for property described on the attached.

**“Proceeds”** has the meaning given that term in the UCC.

**“Promissory Note”** means any instrument that evidences a promise to pay a monetary obligation, does not evidence an order to pay, and does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money of funds.

**“Security Interest”** has the meaning given in Section 2.

**“Software”** means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include a computer program that is included in the definition of Goods.

**“Supporting Obligations”** means a Letter-of-Credit Right, or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument or Investment Property.

**“Tangible Chattel Paper”** means Chattel Paper evidenced by a record or records consisting of information that is inscribed on a tangible medium.

**“UCC”** means Uniform Commercial Code as in effect from time to time in the State of Rhode Island.

## Department of Transportation Parcel

That certain dam across the Blackstone River between the Town of Lincoln, Rhode Island, and the Town of Cumberland, Rhode Island, known as the Albion Dam, further identified as Dam I.D. no. 060, as designated by the Rhode Island Department of Environmental Management, which is appurtenant to and has a westerly footing on Tax Assessor' s Plat 34, Lot 29, in the Town of Lincoln, owned by the State of Rhode Island and an easterly footing on Tax Assessor's Plat 58, Lot 90, in the Town of Cumberland, owned by owned by the State of Rhode Island, together with any and all rights of way, easements, improvements, appurtenants, supporting structures attached to or related to said Albion Dam and all riparian rights of every type and nature and rights, if any, to the river bottom of the Blackstone River. The footing coordinates are as follows:

### *RISP(NAD83)*

Westerly end:

Northing: 317,274.5 ft

Easting: 340,626.0 ft

Easterly end:

Northing: 317,398.0 ft

Easting: 340,805.3 ft

### *Geographic (NAD83)*

Westerly end

N 41°-57'-14.574"

W 71°-27'-14.002"

Easterly end:

N 41°-57'-15.793"

W 71°-27'-11.629"

## Department of Environmental Management Parcel

A CERTAIN PROPOSED EASEMENT AREA SHOWN ON A PLAN ENTITLED 'PROPOSED RIDEM EASEMENTS AT ALBION DAM, PLAN OF LAND IN CUMBERLAND, RHODE ISLAND, PROVIDENCE COUNTY, PREPARED FOR KLEINSCHMIDT ASSOCIATES, ESSEX, CT, PREPARED BY: DGT SURVEY GROUP,' DATED APRIL 26, 2018, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE BOUND WITH DRILL HOLE ON THE NORTHERLY SIDELINE OF ALBION ROAD NEAR THE INTERSECTION WITH SCHOOL STREET, SAID BOUND BEING THE SOUTHERLY CORNER OF THE PROPOSED EASEMENT PARCEL HEREIN DESCRIBED, THENCE RUNNING

NORTHWESTERLY	77.32 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET, SAID COURSE BEING ALONG THE NORTHERLY SIDELINE OF ALBION ROAD, TO A POINT; THENCE TURNING AND RUNNING
N 42°03'16" W	289.55 FEET TO A POINT; THENCE TURNING AND RUNNING
S 55°22'48" W	68 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LIMITS OF THE BLACKSTONE RIVER; THENCE TURNING AND RUNNING
NORTHERLY	200 FEET, MORE OR LESS, ALONG THE EASTERLY LIMITS OF THE BLACKSTONE RIVER TO A POINT; THENCE TURNING AND RUNNING
N 55°22'48" E	24 FEET, MORE OR LESS, TO A POINT; THENCE TURNING AND RUNNING
S 67°18'04" E	237.99 FEET TO A POINT; SAID LAST TWO (2) COURSES BEING ALONG THE SOUTHERLY LINES OF A PROPOSED TEMPORARY CONSTRUCTION EASMENT; THENCE TURNING AND RUNNING
S 34°37'12" E	115.92 FEET TO A POINT; THENCE TURNING AND RUNNING
S 42°01'08" E	131.79 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF STATE OF RHODE ISLAND AS DESCRIBED IN DEED BOOK 435, PAGE 254, SAID LAST SEVEN (7) COURSES BEING THROUGH OR ALONG THESE SAME LANDS; THENCE TURNING AND RUNNING
S 01°10'51" E	51.36 FEET TO A CONCRETE BOUND WITH DRILL HOLE AT THE POINT AND PLACE OF BEGINNING

CONTAINING 50,400 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PROPOSED EASEMENT IS INTENDED TO LIE ENTIRELY WITHIN THE LANDS NOW OR FORMERLY OF STATE OF RHODE ISLAND AS DESCRIBED IN DEED BOOK 435, PAGE 254 AND IS SUBJECT TO AND WITH THE BENEFIT OF ANY AND ALL EXISTING EASEMENTS.

SUBJECT TO A SEVENTY-FIVE (75) FOOT WIDE BLACKSTONE VALLEY GAS & ELECTRIC COMPANY EASEMENT AS SHOWN.