

UCC-1 Form

FILER INFORMATION

Full name: **NICKOLAS S. ARNOLD, ESQUIRE**

Email Contact at Filer: **NARNOLD@APSLAW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **ADLER POLLOCK & SHEEHAN P.C.**

Mailing Address: **1 CITIZENS PLAZA, 8TH FLOOR**

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

DEBTOR INFORMATION

Org. Name: **ROYAL OAKS REALTY, LLC**

Mailing Address: **10 GREENE STREET**

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

SECURED PARTY INFORMATION

Org. Name: **RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION**

Mailing Address: **44 WASHINGTON STREET**

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

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

UCC-1 EXHIBIT A

Debtor:

Royal Oaks Realty, LLC
10 Greene Street
Providence, Rhode Island 02903

Secured Party:

Rhode Island Housing and Mortgage Finance Corporation
44 Washington Street
Providence, Rhode Island 02903

This UCC Financing Statement is made in connection with that certain Junior Open-End Mortgage to Secure Present Loans under Chapter 25 of Title 34 of the Rhode Island General Laws and Security Agreement and Fixture Filing (the "Mortgage" dated as of May 25, 2023, made by 556 Atwells LLC (the "Debtor") in favor of the Rhode Island Housing and Mortgage Finance Corporation (the "Secured Party").

In order to secure the payment of the Obligations (as defined in the Mortgage), the Debtor has granted to the Secured Party, with mortgage covenants, and/or a security interest in (i) the real estate located at 556 Atwells Avenue, Providence, Rhode Island 02909 which is more fully described in **Exhibit A** attached hereto, and made a part hereof, and all appurtenances thereto, together with all the buildings, structures and improvements thereon or that may be placed thereon hereafter and all elevator, heating, air conditioning, ventilating, plumbing, water, sprinkler, electrical, power and lighting equipment, systems, appliances or fixtures now or hereafter on or attached thereto (such real estate, appurtenances and other property are hereinafter referred to collectively as the "Premises"), and to the following property, whether now owned, leased or hereafter acquired (all of which, together with said real estate, is hereinafter collectively referred to as the "Mortgaged Property"):

(a) all of Debtor's now existing and hereafter acquired and wheresoever located machinery, motor vehicles, aircraft, rolling stock, equipment, ranges, refrigerators, washers, dryers, furniture, furnishings, appliances, fixtures and other goods and property in any form (other than "Inventory", as hereinafter defined), including, without limitation, all "equipment" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, used or bought for use in Debtor's business, together with all parts thereof, and all improvements, accessions and appurtenances thereto (any and all of the foregoing being the "Equipment");

(b) all of Debtor's presently existing and hereafter acquired, arising or created accounts, receivables, contract rights, electronic and tangible chattel paper, intangibles and other rights to payment of any kind, whether relating to the sale or lease of goods, or otherwise, whether evidenced by instruments, chattel paper or otherwise and whether or not they have been earned by performance and, in any event, all "accounts" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction and all security agreements, leases, contracts, notes, drafts, instruments, documents and agreements, as amended or otherwise modified from time to

time, evidencing, securing or otherwise relating to any of the foregoing (any and all of the foregoing being the "Accounts");

(c) all of Debtor's goods, wheresoever located, including, without limitation, goods in transit, whether now existing or hereafter acquired by Debtor, which are held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies returned and repossessed goods, and all materials used or consumed in Debtor's business, in all of its forms, and all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor, and in any event all "inventory" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, including, without limitation, all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and all accessions thereto and products thereof (any and all of the foregoing being the "Inventory");

(d) all of Debtor's now existing or hereafter acquired, arising or created intangible property, including without limitation, all trademarks, trademark applications, tradenames, goodwill, inventions, designs, patents, patent applications, copyrights, servicemarks, intellectual property, warranties, indemnities, licenses, approvals, leasehold interests in real and personal property, subleases, contracts, plans, specifications and contracts relating to construction of improvements on the Premises, permits, authorizations, accreditations, certifications, franchises, loans, other obligations receivable (other than Accounts), choses in action, causes of action, judgments, tax refunds, tax refund claims, guarantee claims, commercial tort claims, security interests or other security held by, or granted to, Debtor to secure the payment of indebtedness owing to Debtor, contracts of insurance and insurance policies, payment intangibles, software and in any event all "general intangibles" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction; Debtor hereby assigns any trademarks included in the Personal Property Collateral as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060 (any and all of the foregoing being the "General Intangibles");

(e) all deposit accounts, letter of credit rights, supporting obligations, money, instruments, securities, documents, credits, claims, demands, income, cash and non-cash proceeds, investment property and any other real or personal property, intangibles, rights and interests of Debtor in real or personal property to the extent assignable; and

(f) all substitutes and replacements for, all accessions, attachments and other additions to, tools, parts and equipment used in connection with, and products, increases and proceeds, in cash or otherwise, described in the foregoing clauses (a), (b), (c), (d) and (e) (including, without limitation, the proceeds of any sale or other disposition of such Mortgaged Property, all condemnation awards and all insurance proceeds of any kind whether or not Secured Party is the loss payee under the applicable insurance policy and all income, profits and benefits resulting from any of the foregoing), all Liens (whether possessory, contractual, statutory or otherwise) of Debtor with respect to any of the Mortgaged Property, all rights, remedies and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of Debtor with respect to any of the Mortgaged Property, in each case whether now existing or hereafter at any time or from time to time arising, acquired or created, and all books, correspondence, credit files, records, computer programs, computer tapes, cards, customer lists and other papers and documents in the

possession or control of Debtor that evidence or relate to the foregoing or to the Accounts, Inventory, General Intangibles, Equipment or any of the other Mortgaged Property.

EXHIBIT A

Legal Description

Parcel I:

(A) That certain tract or parcel of land with all the buildings and improvements thereon situated at the southwesterly corner of Atwells Avenue and Harris Avenue, in the City of Providence, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at the intersection of the southerly line of Atwells Avenue with the westerly line of Harris Avenue, and running thence westerly bounding northerly on said Atwells Avenue a distance of one hundred twenty-five (125) feet to land now or lately of General Electric Company; thence turning an interior angle of $113^{\circ}49'40''$ and running southerly bounding westerly on said General Electric Company land a distance of two hundred five and $17/100$ (205.17) feet to a corner; thence turning and running easterly bounding southerly still on said General Electric Company land a distance of one hundred fourteen and $35/100$ (114.35) feet to the westerly line of Harris Avenue; thence turning and running northerly bounding easterly on said Harris Avenue a distance of two hundred fifty-five and $67/100$ (255.67) feet to said Atwells Avenue and the point or place of beginning.

Subject to flowage rights, if any.

(B) That certain parcel of land presently owned by Grantor and located in the City of Providence, County of Providence, State of Rhode Island containing an area of twenty-one and $63/100$ (21.63) square feet, more or less, all as described by the shaded area as contained in the descriptive plan surveyed by Pierre H. Guillemette and dated May 31, 1963, a copy of which survey was attached to the deed from General Electric Company to Guild Realty Corporation, which deed was recorded in the Land Evidence Records of the City of Providence in Book 2000 at Page 310.