

# UCC-1 Form

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## 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**

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## DEBTOR INFORMATION

*Org. Name:* **WICKFORD VILLAGE REALTY, LP**

*Mailing Address:* **P.O. BOX 70248**

*City, State Zip Country:* **NORTH DARTMOUTH, MA 02747 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **AFFORDABLE HOUSING TRUST FUND**

*Mailing Address:* **44 WASHINGTON STREET**

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

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## TRANSACTION TYPE: STANDARD

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## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

UCC-1 EXHIBIT A

**Debtor:**

Wickford Village Realty, LP  
P.O. Box 70248  
North Dartmouth, MA 02747

**Secured Party:**

Affordable Housing Trust Fund  
44 Washington Street  
Providence, Rhode Island 02903

This UCC Financing Statement is made in connection with that certain Mortgage, Fixture Filing, and Security Agreement (the "Mortgage") dated of even date hereof, made by Wickford Village Realty, LP, (the "Debtor") in favor of the Affordable Housing Trust Fund (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 58 Intrepid Drive, North Kingstown, RI 02852, 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, of the Personal Property Collateral described in the foregoing clauses (a), (b), (c), (d) and (e) (including, without limitation, the proceeds of any sale or other disposition of such Personal Property Collateral, 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 Personal Property Collateral, all rights, remedies and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of Debtor with respect to any of the Personal Property Collateral, 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 Personal Property Collateral.

*[The rest of this page is intentionally left blank;  
Exhibit A to follow.]*

**EXHIBIT A**  
**Legal Description**

4887-5287-4101, v. 2

PARCEL A – 58 INTREPID ROAD, NORTH KINGSTOWN, RI (AP 118 LOT 39)

That certain lot or parcel of land, with all buildings and improvements thereon, situated easterly of Post Road and northerly of West Main Street in the Village of Wickford, Town of North Kingstown, County of Washington and State of Rhode Island, and being and delineated on a plan entitled, “PLAN OF LAND IN NORTH KINGSTOWN, RI SURVEYED FOR WICKFORD VILLAGE ASSOCIATES SCALE: 1” = 50’ SEPT. 25, 1976 ALLEN D. QUINTIN R.L.S., 9 EDDY STREET FAIRHAVEN, MASS.”, recorded in the Land Evidence Records of the Town of North Kingstown on Plat Card No. 996, and being more particularly bounded and described as follows:

Beginning at a concrete bound set in the ground at the southeast corner of land conveyed to the Town of North Kingstown by deed recorded in the Land Evidence Records of the Town of North Kingstown in Deed Book 140 at Page 7, et seq., said concrete bound being located South 59°48’13” East, 320.00 feet from a stone bound in the easterly line of Post Road marking the southwest corner of said Town of North Kingstown land, the point of beginning being further described as the southwesterly corner of the parcel herein described; thence running North 23°45’03” East, bounding northwesterly on said Town land, 503.18 feet, more or less, to a concrete bound set in the ground at the northeast corner of said Town land; thence turning and running North 59°48’13” West, bounding southwesterly on said Town land, 102.74 feet to a concrete bound set in the ground at other land owned by the Town of North Kingstown and conveyed to it by deed recorded in said Records in Deed Book 271 at Page 275, et seq.; thence turning and running North 30°11’47” East, bounding northwesterly by said last mentioned Town land, 150.47 feet to another concrete bound set in the ground in the southerly line of Intrepid Road, so-called, a fifty foot highway; thence turning and running South 59°58’22” East, bounding northeasterly on said Intrepid Road, 40.00 feet to another concrete bound set in the ground in the southerly line of said Intrepid Road; thence turning and running North 30°11’47” East, across Intrepid Road and bounding northwesterly in part thereon and in part on said land conveyed to the Town of North Kingstown by deed recorded in said Records in Deed Book 271 at Page 275, et seq., 250.00 feet to a concrete bound set in the ground; thence turning and running South 59°58’22” East, bounding northeasterly on said last mentioned Town land, 418.29 feet, more or less, to the former location of the Sea View Railroad, now known and designated on said Plan as the “NARRAGANSETT ELECTRIC CO. R/W”; thence turning and running South 2°26’08” East, bounding northeasterly on said Narragansett Electric Co. easement, 257.08 feet, more or less, to the point at tangency of a curve having a radius at 1,462.70 feet; thence turning and running in a general southeasterly direction, following that portion of the arc of said curve subtended by an angle of 28°00’46”, still bounding northeasterly on said Narragansett Electric Co. easement, 715.14 feet, more or less, to another point of tangency of said curve; thence turning and running South 30°26’54” East, still bounding northeasterly on said easement, 227.17 feet, more or less, to a stone bound set in the ground at other land conveyed to the Town of North Kingstown by deed recorded in said Records in Deed Book 271 at Page 275 et seq.; thence turning and running South 81°22’23” West, bounding southeasterly on said Town land, 104.80 feet to a stone bound; thence turning and running North 64°14’48” West, bounding southwesterly on said Town land, 332.32 feet, more or less, to a point at the northeasterly corner of Green Avenue as laid out on Town of North Kingstown highway

plans prepared by Charles A. Maguire and Associates, Engineers, July 12, 1943 recorded in the Records of Plats of said Town; thence turning and running North  $66^{\circ}20'14''$  West, along the northeasterly terminus of Green Avenue, 60.00 feet to the northwesterly corner of said Green Avenue; thence turning and running North  $61^{\circ}14'15''$  West, still bounding southwesterly on said last mentioned Town land, 247.44 feet, more or less to a stone bound; thence turning and running North  $46^{\circ}56'25''$  West, still bounding southwesterly on said Town land, 232.28 feet, more or less, to another stone bound; thence turning and running N.  $78^{\circ}42'54''$  West, still bounding southwesterly on said Town land, 62.13 feet to a point in the easterly line of Roosevelt Avenue, a Town highway laid out and shown on said Maguire & Associates plans recorded in the Records of Plats of said Town; thence turning and running North  $23^{\circ}39'46''$  East, bounding northwesterly on Roosevelt Avenue, 39.63 feet to the northeasterly corner of Roosevelt Avenue as laid out on said highway plans; thence turning and running North  $66^{\circ}20'14''$  West, along the northeasterly terminus of Roosevelt Avenue, 45.00 feet to the northwesterly corner of Roosevelt Avenue; thence turning and running South  $23^{\circ}39'46''$  West, bounding southeasterly on said Roosevelt Avenue, 49.51 feet to a point at said land of the Town of North Kingstown; thence turning and running North  $59^{\circ}48'13''$  West, bounding southwesterly on said Town land, 101.71 feet to the concrete bound set in the ground at the point and place of beginning.

#### PARCEL B – 102 INTREPID ROAD, NORTH KINGSTOWN, RI (AP 118 LOT 27)

That certain lot or parcel of land, with all buildings and improvements thereon, situated easterly of Post Road and northerly of West Main Street in the Village of Wickford, Town of North Kingstown, County of Washington and State of Rhode Island, and being shown and delineated on a plan entitled, "PLAN OF LAND IN NORTH KINGSTOWN, RI SURVEYED FOR WICKFORD VILLAGE ASSOCIATES SCALE: 1" = 50' SEPT. 25, 1976 ALLEN D. QUINTIN R.L.S., 9 EDDY STREET FAIRHAVEN, MASS.", recorded in the Land Evidence Records of the Town of North Kingstown on Plat Card No. 996, and being more particularly bounded and described as follows:

Beginning at a stone bound set in the ground in the easterly line of the former location of the Sea View Railroad, now known and designated on said Plan as "NARRAGANSETT ELECTRIC CO. R/W" at land conveyed to the Town of North Kingstown by deed recorded in the Land Evidence Records of the Town of North Kingstown in Deed Book 271 at Page 275, said bound being at the southwesterly corner of the parcel herein described; thence turning North  $30^{\circ}26'54''$  West, bounding southwesterly on said Narragansett Electric easement, 73.23 feet to another concrete bound set in the ground; thence turning and running South  $8^{\circ}29'07''$  East, bounding northeasterly on said Narragansett Electric easement, 5.35 feet to another concrete bound set in the ground; thence turning and running North  $30^{\circ}26'54''$  West, still bounding southwesterly on said Narragansett Electric easement, 122.11 feet to another concrete bound set in the ground; thence turning and running North  $25^{\circ}46'58''$  East, bounding northwesterly on Parcel "C" on said Plan, 328.32 feet, more or less, to another concrete bound set in the ground; thence turning and running South  $64^{\circ}13'48''$  East, bounding northeasterly on Parcel "C", 379.01 feet, more or less, to a concrete bound set in the ground at said land owned by the Town of North Kingstown; thence

turning and running South 28°34'51" West, bounding southeasterly on said land of the Town of North Kingstown, 292.24 feet to a stone bound; thence turning and running South 81°22'23" West, bounding southeasterly on said Town land, 248.93 feet to the stone bound set in the ground at the point and place of beginning.

#### PARCEL D

Sewer and outfall line easements granted to the Wickford Village Associates in that certain Bargain and Sale Deed from John J. Kalife dated February 14, 1977 and recorded February 14, 1977 in Book 282 at Page 121, said easements being the same easements (a) acquired by the United States of America by Decree of Condemnation of the United States District Court for the District of Rhode Island as evidenced by Order and Judgment of Declaration of Taking in Miscellaneous Petition No. 231 dated December 3, 1943 and recorded on December 4, 1943 in Book 73 at Page 33 and (b) reserved in that certain Quitclaim Deed from the United States of America, acting by and through the Regional Director, Northeast Regional Office, Bureau of Outdoor Recreation to the Town of North Kingstown dated May 13, 1976 and recorded May 26, 1976 in Book 271 at Page 275, and (c) conveyed in Deed of the United States of America to John J. Kalife d/b/a Fairhaven Construction Company dated February 4, 1977 and recorded in Book 282 at Page 113.

Rights of way and easements as set forth in that certain instrument from the Town of North Kingstown to Wickford Village Associates dated February 14, 1977 and recorded February 14, 1977 in Book 282 at Page 127.

For Reference Only:  
58 & 102 Intrepid Road  
North Kingstown, Rhode Island  
AP 118, Lots 39 & 27  
4872-9721-2278, v. 1