

UCC-1 Form

FILER INFORMATION

Full name: **RIHMFC**

Email Contact at Filer: **GBOTELHO@RIHOUSING.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION**

Mailing Address: **44 WASHINGTON STREET**

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

DEBTOR INFORMATION

Org. Name: **RIVERSTONE APARTMENTS, L.P.**

Mailing Address: **500 PROSPECT STREET**

City, State Zip Country: **PAWTUCKET, RI 02861 USA**

SECURED PARTY INFORMATION

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

Mailing Address: **44 WASHINGTON STREET**

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

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 201312115680/ 201820114830/ RIH #1103

COLLATERAL

ALL FIXTURES AND ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR IN WHICH DEBTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AN INTEREST, INCLUDING, WITHOUT LIMITATION, ALL FIXTURES, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS, GENERAL INTANGIBLES, INVENTORY, GOODS, EQUIPMENT AND OTHER PROPERTY, AND THE PRODUCTS AND PROCEEDS THEREOF, IN EACH CASE HOWSOEVER EVIDENCED AND WHERESOEVER LOCATED, ALL AS MORE FULLY DESCRIBED ON THE ADDENDUM ATTACHED HERETO AND MADE A PART THEREOF.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> <p>Rhode Island Housing and Mortgage Finance Corporation 44 Washington Street Providence, RI 02903 Attn: Legal Department</p> </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 1C of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME Riverstone Apartments L.P.				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
500 Prospect Street	Pawtucket	RI	02861	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 1C 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 or ASS'GNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Affordable Housing Trust Fund				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
44 Washington Street	Providence	RI	02903	USA

4 COLLATERAL: This financing statement covers the following collateral:
All fixtures and all tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired or in which Debtor may now have or hereafter acquire an interest, including, without limitation, all fixtures, documents, instruments, chattel paper, accounts, contract rights, general intangibles, inventory, goods, equipment and other property, and the products and proceeds thereof, in each case however evidenced and wheresoever located, all as more fully described on the Addendum attached hereto and made a part hereof

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/Bator <input type="checkbox"/> Licensee/Licenser	
8 OPTIONAL FILER REFERENCE DATA: #201312115680	

UCC ADDENDUM

Debtor: Riverstone Apartments L.P.

Secured Party: Affordable Housing Trust Fund

Debtor hereby assigns and pledges to Secured Party, and hereby grants a security interest to Secured Party in, all of Debtor's right, title and interest in and to the following (collectively, the "Personal Property Collateral"):

(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"), including, without limitation, any and all rents or occupancy charges pursuant to any leases or subleases;

(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");

(c) 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.

(g) all of the "Rentals and other Payments" (as defined in that certain Junior Collateral Assignment of Rentals, dated as of December __, 2012, between Debtor and Secured Party) which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of Debtor's fee simple interest in the property described on Exhibit A (the "Premises"), from any of the occupants, tenants, lessees, subtenants and sublessees, now and from time to time hereafter occupying the Premises or any portion thereof under or on account of the "Leases" (as defined below), (ii) all leases, subleases, tenancies and other agreements, whether written or oral, now or hereafter existing with respect to all or any portion

of the Premises, together with any renewal or extension thereof or any agreements in substitution therefore (collectively, the "Leases"), and (iii) any and all guarantees, security interests, pledges and assignments and other collateral granted to Assignor as security for the Leases.

**EXHIBIT A
LEGAL DESCRIPTION**

ATTACHED

60920278 v1-WorkSiteUS-080412/0224

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL I

38-42 MARY STREET - A.P. 55B LOT 456

That certain lot or parcel of land with all buildings and improvements thereon, situated on the southerly side of Mary Street and the northerly side of Randall Street, in the City of Pawtucket, County of Providence, State of Rhode Island and being shown as Lot 456 as found on Assessors Plat 55B and on that plat entitled "Survey of Land Prepared for A.P.55B Lot 456, 38 Mary Street, Pawtucket, Rhode Island, Date: May 17, 2012, Scale 1"= 20'" By Douglas Design Group, Providence, Rhode Island, being bounded and described as follows:

Beginning at the most northerly corner of the parcel herein described. Said corner also being the northeasterly corner of land now or formerly Gerson E. Mejia. Said corner being set on the said southerly line of Mary Street;

Thence running southeasterly along said southerly line of Mary Street, a distance of seventy seven and thirty two hundredths (77.32) feet to a drill hole set for a corner;

Thence turning an interior angle of 121°59'34"and running southerly bounded easterly by land now or formerly Carmen Cruz, a distance of one hundred forty nine and eighteen hundredths (149.18) feet to a re-bar for a corner set on the said northerly line of Randell Street;

Thence turning an interior angle of 90°02'25"and running westerly along the said northerly line of Randall street, a distance of one hundred and zero hundredths (100.00) feet to a point for a corner;

Thence turning an interior angle of 89°57'35"and running northerly bounded westerly by land now or formerly David A. St. Laurent, a distance of one hundred and zero hundredths (100.00) feet to a point for a corner;

Thence turning an interior angle of 270°02'25"and running westerly bounded southerly by said St. Laurent land, a distance of six and forty one hundredths (6.41) feet to a point for a corner;

Thence turning an interior angle of 116°53'15"and running northwesterly bounded southwesterly by land now or formerly Ezequiel Brito, a distance of fifteen and thirty eight hundredths (15.38) feet to a point for a corner;

Thence turning an interior angle of 121°04'46"and running northerly bounded westerly by said Mejia land, a distance of ninety and twenty two hundredths (90.22) feet to the point and place of beginning.

The last described course forming an interior angle of 90°00'00" with the intersection of the first described course.

Area of this lot being 17,005.22 sq. ft.

PARCEL II

85-87 ASHTON STREET - A.P. 25A LOT 259 & 265

That certain lot or parcel of land with all buildings and improvements thereon, situated on the westerly side of Ashton Street, in the City of Pawtucket, County of Providence, State of Rhode Island and being shown as Lot 259 & 265 as found on Assessors Plat 25A and on that plat entitled "Survey of Land Prepared for A.P.25A Lot 259 & 265, 85 Ashton Street, Pawtucket, Rhode Island, Date: May 17, 2012, Scale 1"= 20'" By Douglas Design Group, Providence, Rhode Island, being bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described. Said corner also being the southeasterly corner of land now or formerly Sherman P. Pota. Said corner being set on the said southerly line of Ashton Street;

Thence running southerly along said westerly line of Ashton Street, a distance of fifty and zero hundredths (50.00) feet to a point for a corner;

Thence turning an interior angle of $90^{\circ}50'40''$ and running westerly bounded southerly by land now or formerly City of Pawtucket, a distance of two hundred ten and zero hundredths (210.00) feet to a re-bar set for a corner;

Thence turning an interior angle of $79^{\circ}00'00''$ and running northerly bounded westerly by said City of Pawtucket land, a distance of one hundred four and seventy four hundredths (104.74) feet to a re-bar set for a corner;

Thence turning an interior angle of $100^{\circ}09'20''$ and running easterly bounded northerly in part by land now or formerly Louise F. Elliott, in part by George & Theresa Haley and in part by Louis H. and Loretta Beaudette, a distance of ninety one and fifty one hundredths (91.51) feet to a point for a corner;

Thence turning an interior angle of $90^{\circ}00'00''$ and running southerly bounded easterly by said Pota land, a distance of fifty and zero hundredths (50.00) feet to an iron pipe set for a corner.

Thence turning an interior angle of $270^{\circ}00'00''$ and running easterly bounded northerly by said Pota land, a distance of one hundred and zero hundredths (100.00) feet to the point and place of beginning.

The last described course forming an interior angle of $90^{\circ}00'00''$ with the intersection of the first described course.

Area of this lot being 15,371.55 sq. ft.

PARCEL III 26-30 ROWLAND STREET - A.P. 47B LOT 729

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Rowland Street, in the City of Pawtucket, County of Providence, State of Rhode Island and being shown as Lot 729 as found on Assessors Plat 47B and on that plat entitled "Survey of Land Prepared for A.P.47B Lot 729, 26 Rowland Street, Pawtucket, Rhode Island, Date: May 17, 2012, Scale 1"= 20'" By Douglas Design Group, Providence, Rhode Island, being bounded and described as follows.

Beginning at a re-bar set to mark the northwesterly corner of the parcel herein described and the southwesterly corner of land now or formerly Martha Miller. Said corner being set on the easterly line of said Rowland Street;

Thence running easterly bounded northerly by said Miller land, a distance of one hundred and zero hundredths (100.00) feet to a re-bar set for a corner;

Thence turning an interior angle of $89^{\circ}30'00''$ and running southerly bounded westerly by land now or formerly Fonseca S. Antonio, a distance of one hundred seventeen and eighty hundredths (117.80) feet to a point for a corner;

Thence turning an interior angle of $97^{\circ}48'22''$ and running westerly, bounded southerly by land now or formerly JJR Realty Associates, Inc., a distance of eighty nine and seventy three hundredths (89.73) feet to a point for a corner;

Thence turning an interior angle of $123^{\circ}31'38''$ and running northwesterly, bounded southwesterly by land now or formerly Providence Metallizing Co. Inc., a distance of sixteen and eighty hundredths (16.80) feet to a point for a corner;

Thence turning an interior angle of $138^{\circ}40'00''$ and running northerly along the said easterly line of Rowland Street, a distance of one hundred sixteen and fifty hundredths (116.50) feet to the point and place of beginning.

The last described course forming an interior angle of $90^{\circ}30'00''$ with the intersection of the first described course.

Area of this lot being 12,340.14 sq. ft.

PARCEL IV
475 SCHOOL STREET - A.P. 35A LOT 354

That certain lot or parcel of land with all buildings and improvements thereon, situated on the westerly side of School Street, in the City of Pawtucket, County of Providence, State of Rhode Island and being shown as Lot 354 as found on Assessors Plat 35A and on that plat entitled "Survey of Land Prepared for A.P.35A Lot 354, Riverview Terrace, 475 School Street, Pawtucket, Rhode Island, Date: May 17, 2012, Scale 1"= 30'" By Douglas Design Group, Providence, Rhode Island, being bounded and described as follows:

Beginning at a drill hole set to mark the northeasterly corner of the parcel herein described. Said corner also being the southeasterly corner of land now or formerly Blackstone Valley Medical Bldg. Condominium. Said corner being set on the said westerly line of School Street;

Thence running southeasterly along said westerly line of School Street, a distance of two hundred seventy and zero hundredths (270.00) feet to a point set for a corner;

Thence turning an interior angle of $82^{\circ}29'20''$ and running westerly bounded southerly by land now or formerly Narragansett Electric Co., a distance of three hundred sixty three and eighty six hundredths (363.86) feet to a point for a corner;

Thence turning an interior angle of $90^{\circ}00'00''$ and running northerly bounded westerly by said Narragansett Electric Co. land, a distance of eighty nine and thirty nine hundredths (89.39) feet to a point for a corner;

Thence turning an interior angle of $270^{\circ}12'25''$ and running westerly bounded southerly by said Narragansett Electric Co. land, a distance of one hundred eighty seven and thirty one hundredths (187.31) feet to a point for a corner;

Thence turning an interior angle of $97^{\circ}18'15''$ and running northerly bounded westerly by said Narragansett Electric Co. land, a distance of one hundred ninety five and zero hundredths (195.00) feet to a point for a corner;

Thence turning an interior angle of $90^{\circ}00'00''$ and running easterly bounded northerly by land now or formerly Pawtucket Redevelopment Agency, a distance of one hundred forty and ninety hundredths (140.90) feet to a point for a corner;

Thence turning an interior angle of $90^{\circ}00'00''$ and running southerly bounded easterly by said Blackstone Valley Medical Bldg. Condominium, a distance of one hundred and zero hundredths (100.00) feet to a point for a corner;

Thence turning an interior angle of $270^{\circ}00'00''$ and running easterly bounded northerly by said Blackstone Valley Medical Bldg. Condominium, a distance of three hundred sixty four and eighty four hundredths (364.84) feet to a point and P.K. nail set for a corner;

Thence turning an interior angle of 270°00'00" and running northerly bounded westerly by said Blackstone Valley Medical Bldg. Condominium, a distance of fifteen and zero hundredths (15.00) feet to a point and P.K. nail set for a corner;

Thence turning an interior angle of 90°00'00" and running easterly bounded northerly by said Blackstone Valley Medical Bldg. Condominium, a distance of one hundred seventy and zero hundredths (170.00) feet to the point and place of beginning;

The last described course forming an interior angle of 90°00'00" with the intersection of the first described course.

Area of this lot being 118,005.0 sq. ft. or 2.71 acres.

Meaning and intending to describe the same premises conveyed to Riverstone Apartments L.P. by the following Warranty Deeds dated December 5, 2012 and recorded herewith: (i) deed of Independent Living Authority-Providence; and (ii) deed of Blackstone Valley Association for Retarded Citizens Housing, Inc.

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