

# 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:* **ROSEMONT ASSOCIATES LIMITED PARTNERSHIP**

*Mailing Address:* **8 FORAND CIRCLE**

*City, State Zip Country:* **JOHNSTON, RI 02919 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

## CUSTOMER REFERENCE: AHT MORTGAGE

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## COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

## UCC Exhibit A Description of Collateral

**Debtor:**

Rosemont Associates Limited Partnership  
8 Forand Circle  
Johnston, RI 02919

**Secured Party:**

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

This UCC Financing Statement is made in connection with (i) that certain Junior Open-End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of the Rhode Island General Laws, Fixture Filing and Security Agreement (as may be amended from time to time, the “**Mortgage**”) dated as of June 17, 2024, made by Rosemont Associates Limited Partnership (the “**Debtor**”) in favor of the Affordable Housing Trust Fund (the “**Secured Party**”), and (ii) that certain Junior Collateral Assignment of Rentals dated as of June 17, 2024 made by Debtor in favor of Secured Party (as may be amended from time to time, the “Collateral Assignment”).

In order to secure the payment of the Mortgage Obligations (as defined in the Mortgage), the Debtor has granted to the Secured Party a security interest, with mortgage covenants, in all of Debtor’s right, title and interest (whether now owned or hereafter acquired) in and to (i) Debtor’s fee interest in the building and real estate located at 150 Greenville Avenue, Johnston, Rhode Island 02919, and all appurtenances thereto, together with all the buildings, structures and improvements thereon or that may be placed thereon hereafter (such real estate, appurtenances and buildings, structures and improvements are hereinafter referred to collectively as the “**Premises**”), (ii) all elevator, heating, air conditioning, ventilating, plumbing, water, sprinkler, electrical, power and lighting equipment, systems, appliances or fixtures now or hereafter on or attached to the Premises and (iii) all of the following property, in each instance to the extent it relates to, is used in connection with, is derived from or is located upon the Premises (all of which is hereinafter collective referred to as 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”);

(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.

(g) all contracts (construction, architect, engineering or otherwise), licenses, permits, approvals, agreements and warranties relating to the Premises and the construction and rehabilitation thereof.

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