

UCC-1 Form

FILER INFORMATION

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

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: **MARSHFIELD ASSOCIATES, L.P.**

Mailing Address: **719 FRONT STREET, SUITE 103**

City, State Zip Country: **WOONSOCKET, RI 02895 USA**

SECURED PARTY INFORMATION

Org. Name: **STATE OF RHODE ISLAND HOUSING RESOURCES COMMISSION**

Mailing Address: **44 WASHINGTON STREET**

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

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 201820265280 RIH#0061

COLLATERAL

ALL FIXTURES AND ALL TANGIBLE PERSONAL PROPERTY OF THE DEBTOR, WHETHER NOW OWNER 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 PART HEREOF.

ADDENDUM TO UCC-1 FINANCING STATEMENT

Debtor: Marshfield Associates, L.P.

**Secured Party: STATE OF RHODE ISLAND HOUSING RESOURCES
COMMISSION**

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 rights that Debtor may have or acquires under any now existing or hereafter arising Housing Assistance Payments Contract with respect to the premises described on Exhibit A (the "Premises") (including Debtor's rights to receive Assistance Payments in the manner set forth therein);

(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;

(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;

**EXHIBIT A
LEGAL DESCRIPTION**

ATTACHED

50253283 v1 - DAVISMK - 060412/0223

EXHIBIT "A"

LAND DESCRIPTION

That certain tract or parcel of land, together with all improvements thereon, located on the southerly side of Mechanic Street in the Town of North Smithfield, County of Providence and State of Rhode Island, which tract or parcel is more particularly bounded and described as follows:

Beginning at an axle shaft at the easterly end of a stone wall in the southerly line of Mechanic Street at the northwesterly corner of the herein described parcel and at the northeasterly corner of land now or formerly of The Benetti Family Trust,

- (1) thence by a magnetic bearing S22°23'00"E bounded westerly by land now or formerly of said Benetti Family Trust a distance of 336.70 feet to an iron rod in a stone wall and to the northerly line of land now or formerly of Doris O. Valentini;
- (2) thence S79°15'12"E along the line of the stone wall and bounded southerly in part by land now or formerly of said Valentini and in part by the northeasterly terminus of Florence Street a distance of 12.22 feet to an angle in the wall;
- (3) thence S81°41'41"E along the line of the stone wall and bounded southerly in part by said northeasterly terminus of Florence Street and in part by land now or formerly of Kimberly A. Lataille and Raymond L. Lataille a distance of 74.84 feet to an angle iron;
- (4) thence S82°44'32"E along the line of the stone wall and bounded southerly by land now or formerly of said Lataille a distance of 79.01 feet to an iron rod at the end of the wall;
- (5) thence S00°31'40"E bounded westerly by land now or formerly of said Lataille a distance of 161.14 feet to the northeasterly corner of Linden Street;
- (6) thence S02°55'47"E bounded westerly in part by the easterly terminus of said Linden Street and in part by land now or formerly of Robert A. Francisco a distance of 174.81 feet to the northerly end of a stone wall;
- (7) thence S04°54'22"E along the line of the stone wall bounded westerly by land now or formerly of said Francisco a distance of 19.49 feet to an iron rod at the corner of stone walls and to the northwesterly corner of land now or formerly of 781 Victory, LLC;
- (8) thence N75°20'12"E along the line of the wall and bounded southerly by land now or formerly of said 781 Victory, LLC a distance of 100.67 feet to the end of the wall;

- (9) thence N80°12'13"E bounded southerly in part by land now or formerly of said 781 Victory, LLC and in part by land now or formerly of Mallouh Realty, LLC a distance of 180.66 feet to the southwesterly corner of land now or formerly of Gary E. Moorehouse;
- (10) thence N05°40'28"W bounded easterly in part by land now or formerly of said Moorehouse and in part by land now or formerly of Jacqueline G. Boudreau a distance of 143.51 feet to an iron rod;
- (11) thence N84°19'32"E bounded southerly by land now or formerly of said Boudreau a distance of 75.00 feet to a drill hole in a stone wall and to the southwesterly corner of land now or formerly of Judith T. Geralde and Joel J. Geralde;
- (12) thence N05°40'28"W bounded easterly in part by land now or formerly of said Geralde, in part by land now or formerly of Michael J. Levesque and Laura J. Lamontagne, in part by land now or formerly of Ronald P. Aubin and in part by land now or formerly of David R. Lowe and Marianne Lowe a distance of 406.08 feet to a ring of stones at the southeasterly corner of land now or formerly of Stephen D. Rawson and Kimberly A. Lowe;
- (13) thence S83°34'32"W bounded northerly in part by land now or formerly of said Rawson and Lowe and in part by land now or formerly of Jeannette M. George and John Aguiar a distance of 150.00 feet to an iron rod;
- (14) thence N05°40'28"W bounded easterly by land now or formerly of said George and Aguiar a distance of 150.00 feet to an iron rod in the southerly line of Mechanic Street;
- (15) thence S82°13'22"W along the southerly line of said Mechanic Street a distance of 238.34 feet to an iron rod in a ring of stones;
- (16) thence S83°57'17"W along the southerly line of said Mechanic Street a distance of 201.53 feet to an axle shaft and to the point and place of beginning.

The above described parcel contains 6.340 acres, more or less, and is shown and depicted on that certain Plan entitled "Administrative Subdivision Plan "Marshfield Commons" Assessor's Plat 1 Lots 69 & 423, Mechanic Street, Florence Street & Linden Street, North Smithfield, Rhode Island, Scale: 1" = 50', Date: September 18, 2011", Prepared by Scituate Surveys, Inc., Project No.: SS2149, Drawing No.: SS3773 recorded in the Land Evidence Records of the Town of North Smithfield on September 16, 2011 at 11:00 AM in Book 1 at Page 293.