

## 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="text-align: right;">ALH</div> <div>CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703</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 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>North Kingstown Solar 1, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>155 North Wacker Drive, Suite 4250</b>			CITY <b>Chicago</b>	STATE <b>IL</b>	POSTAL CODE <b>60606</b>
				COUNTRY <b>USA</b>	

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 10 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 of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>PNC Energy Capital LLC</b>					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>995 Dalton Avenue</b>			CITY <b>Cincinnati</b>	STATE <b>OH</b>	POSTAL CODE <b>45203</b>
					COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**All of debtor/lessee's right, title and interest in, to and under the assigned agreements listed on Schedule I hereto, including all proceeds thereof (in whatever form), and in, to and under the reserve account and lockbox account referenced in the Assignment Agreement between debtor and secured party dated November 30, 2015 and all amounts on deposit therein or credited thereto.**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**File with Rhode Island SOS Matter # 3700366 / DMS # 3909493**

**940660-1A**

**Schedule I to UCC Financing Statement**

**Assigned Agreements**  
**as of the Commencement Date for the Applicable Lease**

1. A Power Purchase Agreement, dated as of December 13, 2013 (the “PPA”), by and between National Grid, as “Buyer” thereunder, and Seller, as “Seller” thereunder, related to the System and Site that is the subject of such Lease, along with Letter Agreement regarding National Grid acting as ISO-NE Market Participant;
2. An Interconnection Agreement, dated October 28, 2014 (the “ICA”), between National Grid, as “Company” thereunder, and Seller, as “Interconnecting Customer” thereunder, related to the System and Site that is the subject of such Lease, along with Interconnection Tariff, along with the Notice of Assignment of Interest in Interconnection Service Agreement, dated June 10, 2014, between National Grid and Seller;
3. The Lease, dated September 10, 2014 (a “Site Lease”), with respect to the Site where such System is located, between Seller, as “Tenant” thereunder, and Rhode Island Commerce Corporation acting by and through its agent and attorney in fact, Quonset Development Corporation, pursuant to R.I.G.L. 42-64.10 et. seq., as “Landlord” thereunder, along with Amendment of Lease, dated as of February 17, 2015, Amendment No. 2 to Lease Agreement, dated as of December 28, 2015, and a recorded copy of the Memorandum of Lease, dated as of October 20, 2015;
4. An Operation and Maintenance Agreement, dated as of June 26, 2015, between Seller, as “System Owner” thereunder, Johnston Solar I, LLC, as “System Owner” thereunder, and Miller Bros Solar LLC, as “Operator” thereunder;
5. Letter re Permission to Operate, issued by National Grid, dated as of October 2, 2015, related to the System and Site that is the subject of such Lease, along with Proof of registration of Facility under PPA with PUC (as a renewable generator);
6. The Construction Services Agreement, dated December 3, 2014, between Half Moon Ventures, LLC, as “Owner” thereunder, and New England Construction Corp., as “Construction Manager” thereunder, related to the System and Site that is the subject of such Lease;
7. A Membership Interest Assignment and Assumption Agreement, dated as of October 7, 2014, between rTERRA, LLC and Half Moon Ventures, LLC; and
8. The National Grid Impact Study and Facility Study Agreement related to the Site where the System that is the subject of such Lease is installed, any approvals for the PPA and ICA related to such System, and any other agreements related to the development, construction, supply, operation, maintenance or commissioning of such System.