

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Matthew Pappas - 617-488-8131		768450 001
B. E-MAIL CONTACT AT FILER (optional) bpappas@pierceatwood.com		LHB
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CSC 801 Adlai Stevenson Drive Springfield, IL 62703		

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 PV INVESTMENTS, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 941 Dyer Avenue		CITY Cranston	STATE RI	POSTAL CODE 02920
			COUNTRY 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 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 CAMBRIDGE TRUST COMPANY				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1336 Massachusetts Avenue		CITY Cambridge	STATE MA	POSTAL CODE 02138
			COUNTRY USA	

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

5. The Debtors' right, title and interest in and to the Collateral described on Exhibit A attached hereto and located at or used in connection with the real property located at 1086 South Broadway, East Providence, Rhode Island, 1250 South Broadway, East Providence, Rhode Island, 18 Lee Road, East Providence, Rhode Island and 941-945 Dyer Avenue, Cranston, Rhode Island, all as more fully described on Exhibits B attached hereto.

6. Check <u>only</u> if applicable and check <u>only one</u> 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 one</u> 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 one</u> 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"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

DEBTOR

PV INVESTMENTS, LLC

SECURED PARTY

CAMBRIDGE TRUST COMPANY

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DESCRIPTION OF COLLATERAL

As used herein, the term "Collateral" shall include all and each of the following, whether singly or collectively, whether real property, personal property, or any combination thereof, whether now owned or now existing, or in which Debtor has an interest, or at any time in the future, acquired, arising, or to become due, or in which Debtor obtains an interest, and all proceeds, products, substitutions and accessions of or to any of the following:

(a) the land with buildings and improvements whether now existing or hereafter constructed or located thereon known as and numbered **1086 South Broadway, East Providence, Rhode Island, 1250 South Broadway, East Providence, Rhode Island, 18 Lee Road, East Providence, Rhode Island and 941-945 Dyer Avenue, Cranston, Rhode Island**, as more particularly described on Exhibit B annexed hereto (the "Mortgaged Premises");

(b) all easements, reciprocal easement agreements, special permits, covenants, agreements and rights which are appurtenant to or benefit the land described in Subparagraph (a) above;

(c) all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, doorbell and alarm systems, elevators and elevator equipment, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by Debtor, now or in the future contained in or on the Mortgaged Premises, and any and all similar fixtures owned by Debtor hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith;

(d) all machinery, equipment, furniture, inventory, building supplies, and appliances, owned by Debtor, used or useful in the construction, operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof;

(e) all leases, contracts or agreements entered into, for the lease, rental, hire or use by Debtor of any property of the same nature as the foregoing Subparagraphs (c) and (d) in connection with the construction, operation, maintenance or occupation of the Mortgaged Premises;

(f) all written or oral leases, tenancies, and occupancies regarding all or any portion of the foregoing Subparagraphs (a) through (c) (hereinafter, the "**Leases**"), and all guarantees and security relating thereto (subject to the terms thereof);

(g) all rents and other sums due to Debtor arising from the Leases or from any of the foregoing Subparagraphs (a) through (f), all payments due or to become due thereunder, including, without limitation, all rent, additional rent, security deposits (subject to the terms of the Leases), damages, insurance payments, taxes, insurance proceeds, condemnation awards, or any payments with respect to options contained therein (including any purchase option) (hereinafter, the "**Rental Payments**");

(h) all contracts and agreements entered into or assumed by Debtor (together with the easements, covenants, agreements (including purchase and sale agreements for all or any portion of the Mortgaged Premises) and rights referred to in Subparagraph (b), above, and the Leases, contracts and agreements referred to in Subparagraph (c), above, hereinafter the "**Contracts**") licenses, permits and approvals (hereinafter, the

"Licenses") and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraph (a) through (g),

(i) any other property of Debtor in which Secured Party may in the future be granted an interest;

(j) all funds held by Secured Party as tax or insurance escrow payments;

(k) all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (j), including, without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC); all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (j); and all awards, damages, proceeds, or refunds from any state, local, federal or other takings of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (j);

(l) all of Debtor's right, title and interest in and to any and all title insurance proceeds, claims, demands and causes of action, relating to any title insurance policies covering the Mortgaged Premises (**"Title Policies"**) together with all rights and privileges relating thereto. Debtor shall notify Secured Party of any potential claims or disputes relating to the Title Policies and Debtor hereby authorizes and empowers Secured Party to collect all awards and proceeds on Debtor's behalf; and

(m) all rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (l).

All capitalized terms used and not defined herein shall have the meaning given to them in that certain Mortgage, Security Agreement, and Financing Statement dated June 14, 2022, recorded, or to be recorded, with the City of East Providence Registry of Deeds on or about the date hereof (as the same may be amended, restated or modified from time to time, the **"Mortgage"**)

For purposes of this Financing Statement, **"Personal Property"** shall mean and refer to all of the Collateral other than that portion of the Collateral which is included within the definition of Mortgaged Premises. However, notwithstanding anything to the contrary in this Financing Statement, if any portion of the Mortgaged Premises is situated in an area designated by the Administrator of the Federal Emergency Management Agency (**"FEMA"**) as a "special flood hazards area" (whether designated as such on or after the date hereof) (such period shall be the "Flood Zone Inclusion period"), the Personal Property (excepting all fixtures) which comprises a portion of the Mortgaged Premises shall be limited to only those items specifically covered in "Coverage A" of the then current form of Standard Flood Insurance Policy (**"Flood Policy"**) issued by FEMA in accordance with the National Flood Insurance Program existing during such Flood Zone Inclusion Period, or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended). The Secured Party's security interest granted hereunder shall not extend to any other Personal Property owned by the Debtor in connection with the Mortgaged Premises.

DEBTOR

PV INVESTMENTS, LLC

SECURED PARTY

CAMBRIDGE TRUST COMPANY

EXHIBIT B TO UCC-1 FINANCING STATEMENT

I. Property Address: 1086 South Broadway, East Providence, RI 02914

That certain parcel of land with all buildings and improvements thereon, situated on the southeasterly side of South Broadway in the City of East Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point, said point being located on the southeasterly line of South Broadway, said point being located eighty-eight (88) feet, more or less, northeasterly from Bliss Street as measured along the southeasterly line of South Broadway, said point being the northwesterly corner of land now or formerly of Antonio and Felicidade Abelheira;

Thence heading easterly bounded southerly by said land now or formerly of Abelheira a distance of one hundred forty five (145) feet, more or less, to a point;

Thence heading northeasterly bounded southeasterly in part by land now or formerly of Raimundo J. and Maria deBrito, in part by the end of Lena Street, and in part by land now or formerly of Guilherme M. and Maria A. do Souto, a distance of one hundred seventy six and 5/10 (176.5) feet, more or less, to a point;

Thence heading northwesterly bounded northeasterly in part by land now or formerly of Louis and Constance M. Sorrentino, and in part by land now or formerly of Joseph S. Marshall, to a point, said point being located ninety-seven (97) feet southeasterly of the southeasterly line of South Broadway as measured along the southwesterly property line of said Marshall;

Thence turning an interior angle of 90° and heading southwesterly bounded northwesterly by land now or formerly of Howard S. and Nancy L. Bowen a distance of ninety-two (92) feet to a point;

Thence turning an interior angle of 270° and heading northwesterly bounded northeasterly by said land now or formerly of Bowen, a distance of eighty-five (85) feet, more or less, to a point on the southeasterly line of South Broadway;

Thence heading southwesterly, along the southeasterly line of South Broadway, a distance of ninety and 5/10 (90.5) feet, more or less, to the point of beginning.

Property Address: 1086 South Broadway, East Providence, RI 02914 Map 207 Block 11 Parcel 4

II. Property Address: 18 Lee Road, East Providence, RI 02914

Property Address: 1250 South Broadway, East Providence, RI 02914

PARCEL ONE.

That tract or parcel with all buildings and improvements thereon situated on the northerly side of Lee Road, in the City of East Providence and State of Rhode Island, bounded and described as follows;

BEGINNING at an angle point in the northerly line of Lee Road 300.94 feet easterly from the easterly line of South Broadway, as measured along said northerly line of Lee Road, being a point in the westerly line of land, now or lately of Kent Farm Co. and being the southeasterly corner of said parcel; thence westerly bounding southerly on Lee Road 210.94 feet to a corner; thence at an interior angle of 90° northerly bounding westerly on land now or lately of Howard F. Winsor, et al, in part, and in part on land now or lately of Canton W. Short, et al, 109 feet to a corner; thence at an interior angle of 90° easterly bounding northerly on land now or lately of Howard K. Winsor, et al, 50 feet to a corner; thence turning an interior angle of 270° northerly bounding westerly on said Winsor land, 60 feet to an angle; thence at an interior angle of 181°58'55" northerly 123.715 feet, to land conveyed by Seth Alfred Kent to George G. Taylor, III, et al, by deed dated June 1, 1972 and recorded in the Records of Land Evidence in said City of East Providence in Book 286 at Page 994; thence at an interior angle of 90° easterly bounding northerly on the last mentioned land 192.02 feet to said land now or lately of Kent Farm Co.; thence at an interior angle of 82°55'20" southerly bounding easterly on the last mentioned land 300.47 feet to Lee Road at the point of beginning, the last described course forming an interior angle of 95°5'45" with the first described course.

Said parcel is shown as "57,266 Sq.FT." on a plan entitled, "MAP OF LAND IN EAST PROVIDENCE, R.I. Surveyed for TAYLOR CONSTRUCTION Waterman Eng. Co. July, 1973.

PARCEL TWO:

That parcel of land with all buildings and improvements thereon, situated on the easterly side of South Broadway in the City of East Providence and State of Rhode Island bounded and described as follows:

Beginning at a point in the easterly line of South Broadway, being the southwesterly corner of land conveyed by Seth Alfred Kent to George G. Taylor, III, et al, by Deed dated June 1, 1972 and recorded in the Records of Land Evidence in said City of East Providence in Book 286 at Page 994, being the northwesterly corner of said parcel; thence easterly bounding northerly on the last mentioned land 135.91 feet to a corner, being the northwesterly corner of Parcel One hereinbefore described; thence southerly bounding easterly on said Parcel One 14 feet to a corner; thence westerly along a line parallel with and 14 feet southerly from the first described course bounding southerly from the first described course bounding southerly on land now or formerly of Howard F. Winsor, et al, about 136 feet to South Broadway; thence northerly bounding westerly on South Broadway about 14 feet to the point and place of beginning.

PARCEL THREE INTENTIONALLY OMITTED.

PARCEL FOUR:

That tract or parcel of land with all buildings and improvements thereon, situated on the easterly side of South Broadway in the City of East Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the easterly line of South Broadway, at the southwesterly corner of the premises herein described, said point of beginning being the northwesterly corner of land formerly of Sterry Winsor but now or lately of Howard F. and Helen C. Winsor, thence northerly, bounding westerly on South Broadway two hundred thirty three and 35/100 (233.35) feet to a corner at land conveyed by Seth Alfred Kent to Norman E. MacKay by deed dated November 2, 1967 and recorded in the Records of Land Evidence of the City of East Providence, in Deed Book 266 at Page 376, thence easterly at an interior angle of 90° bounding northerly on said last named land three hundred forty seven and 45/100 (347.45) feet to an angle; thence southerly at an interior angle of 84°55'20" bounding easterly on said last named land two hundred twenty two and 78/100 (222.78) feet to the northwesterly corner of said Winsor land; thence westerly at an interior angle of 97°04'40" bounding southerly on said Winsor land three hundred twenty seven and 93/100 feet to the point and place of beginning.

Property Address: 18 Lee Road, East Providence, RI 02914 Map 207 Block 25 Parcel 4
1250 South Broadway, East Providence, RI 02914 Map 207 Block 25 Parcel 8

III. 945 Dyer Avenue, Cranston, RI 02920

That certain tract or parcel of land with all the buildings and improvements thereon lying northwesterly of Dyer Avenue, in the City of Cranston, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northwesterly line of Dyer Avenue, said point of beginning being at the southeasterly corner of land now or lately of Maria Desjardins, and running northwesterly bounding southwesterly on said Desjardins land one hundred forty-five and 29/100 (145.29) feet to a corner; thence turning an interior angle of $281^{\circ}48'20''$ and running southwesterly bounding southeasterly on land of Paul Cardi, et al, one hundred eighty-one and 09/100 (181.09) feet to a corner and other land of Paul Cardi, et al; thence turning an interior angle of $111^{\circ}59'50''$ and running northwesterly bounding southwesterly on said Cardi land two hundred thirty-eight and 05/100 (238.05) feet to other land of said Paul Cardi, et al; thence turning an interior angle of $104^{\circ}14'30''$ and running northerly bounding westerly on said Cardi land two hundred eleven and 97/100 (211.07) feet to an angle; thence turning an interior angle of $200^{\circ}44'30''$ and running northwesterly bounding southwesterly on said Cardi land thirty-one and 88/100 (31.88) feet to land of Penn Central Railroad, formerly the New York, New Haven and Hartford Railroad; thence turning and running northeasterly, bounded northwesterly on said Railroad land five hundred eighty-one and 75/100 (501.75) feet to other land of said Railroad; thence turning a right angle and running southeasterly bounding northeasterly on said Railroad land thirty-three (33) feet; thence turning a right angle and running northeasterly bounding northwesterly on said Railroad land nineteen and 39/100 (19.39) feet to a corner; thence turning an interior angle of $73^{\circ}52'50''$ and running southerly bounding easterly on land now or lately of Armanda and Rose San Antonio three hundred thirteen and 80/100 (313.80) feet to the northerly line of said Dyer Avenue; thence turning an interior angle of $119^{\circ}06'00''$ and running southwesterly bounding southeasterly on said Dyer Avenue sixty-six and 42/100 (66.42) feet; thence turning an interior angle of $180^{\circ}34'50''$ and running southwesterly bounding southeasterly on Dyer Avenue thirteen and 56/100 (13.56) feet; thence turning an interior angle of $190^{\circ}32'55''$ and running southwesterly bounding southeasterly on said Dyer Avenue one hundred fourteen and 78/100 (114.78) feet to the point of beginning.

Also a perpetual easement for utility conduits, in, on, under and above a piece of land described as follows:

Beginning at a point one hundred sixty-seven and 30/100 (167.30) feet easterly as measured along land of said Paul Cardi, et al, for the most southwesterly corner of the above described tract of land; thence southerly at right angle to the southerly line of land above described one hundred twenty-seven and 63/100 (127.63) feet to the northerly line of Park Avenue; thence turning a right angle and running easterly bounding southerly on Park Avenue fifteen (15) feet; thence turning a right angle and running northerly bounding easterly on other land of Paul Cardi, et al, one hundred twenty-seven and 63/100 (127.63) feet to the southerly line of tract above described; thence turning a right angle and running westerly fifteen (15) feet to a point or place of beginning; with the right to go upon said strip of land for any reason and through and by its agents, servants, employees and the employees of utility companies to excavate, place and maintain all telephone and electric wires under or over said strip and to lay, renew, replace and repair all underground sewer pipes water pipes, electric power lines and telephone lines or any other type of conduit and from time to time inspect the same.

Property Address: 945 Dyer Avenue, Cranston, RI 02920 Plat: 11/1 Lot(s): 3586