



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B E-MAIL CONTACT AT SUBMITTER (optional)
C SEND ACKNOWLEDGMENT TO (Name and Address)
Peter D. Strup, Esquire Troutman Pepper Hamilton Sanders LLP Post Office Box 1122 Richmond, Virginia 23218
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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)

OR	1a ORGANIZATION'S NAME				
	HARBORVIEW ON POST, LLC				
	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
	19 Brook Road, Suite 100	Needham	MA	02494	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)

OR	2a ORGANIZATION'S NAME				
	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)

OR	3a ORGANIZATION'S NAME				
	FANNIE MAE				
	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
	c/o PGIM Real Estate Agency Financing, LLC, c/o PGIM Real Estate Loan Services, Inc., 2100 Ross Avenue, Suite 2500	Dallas	TX	75201	USA

4. COLLATERAL: This financing statement covers the following collateral

Debtor's interest in all property located on or used or acquired in connection with the operation and maintenance of the real estate described in the attached Exhibit A, including, without limitation, the collateral described on Schedule A 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/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA	

Assabet Gardens & Nagog Gardens (State - Rhode Island)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME HARBORVIEW ON POST, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC-1); use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name and enter the mailing address in line 10c.

OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME PGIM REAL ESTATE AGENCY FINANCING, LLC			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS c/o PGIM Real Estate Loan Services, Inc., 2100 Ross Avenue, Suite 2500	CITY Dallas	STATE TX	POSTAL CODE 75201	COUNTRY USA
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16. Description of real estate

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS

SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)

DEBTOR: **HARBORVIEW ON POST, LLC**
19 BROOK ROAD, SUITE 100
NEEDHAM, MASSACHUSETTS 02494

SECURED PARTY: **PGIM REAL ESTATE AGENCY FINANCING, LLC**
C/O PGIM REAL ESTATE LOAN SERVICES, INC.
2100 ROSS AVENUE, SUITE 2500
DALLAS, TEXAS 75201
ATTENTION: COLLATERAL MANAGEMENT

This financing statement covers all of Debtor's present and future right, title and interest in and to all of the following property (the "**Collateral Property**"):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "**Property**"), including any future replacements, facilities, and additions and other construction on the Property (the "**Improvements**");

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the "**Goods**");

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "**Fixtures**") under the laws of the state in which the Property is located (the "**Property Jurisdiction**");

4. **Personalty.**

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the "**Personalty**");

5. **Other Rights.**

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

6. **Insurance.**

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements;

7. **Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Property or Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Property or Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Property or Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. **Contracts.**

All contracts, options, and other agreements for the sale of any part of the Property or Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. **Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy

agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "**Rents**");

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or Collateral Property, or any portion of the Property or Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Property or Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property or Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or Collateral Property, to prevent the imposition of liens on the Property or Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the Property or Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT

(Borrower)

DESCRIPTION OF THE PROPERTY

PARCEL 1

The land with the buildings and improvements thereon known and numbered as 488, 490, 492, 494, and 496 Great Road in Acton, Massachusetts shown as Lot 1 on a plan entitled, "Plan of Land in Acton, Massachusetts (Middlesex County) For: The Spencer Valley Realty Trust" dated November 28, 2018, by Stamski and McNary, Inc., recorded with said Deeds as Plan No. 1067 of 2018. Lot 1 contains 279,558 S.F. +/- or 6.1478 AC. +/-, according to said Plan, be however otherwise Lot 1 may be bounded, measured and/or described.

The premises are also shown as those certain parcels of land shown as Lots B-1, C-1, D, E and 12 on a plan entitled, "PLAN OF LAND ON ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) Scale 1" = 40' October 17, 1997" by Stamski and McNary, Inc., 80 Harris Street, Acton, MA, and recorded with said Deeds as Plan No. 1155 of 1997.

PARCEL 2

The land, with the buildings and improvements thereon, if any, situated on the northwesterly side of Davis Road, and the northeasterly side of Great Road in Acton, Middlesex County, Massachusetts, being shown as Lot 27-A on a plan entitled "PLAN OF LAND ON DAVIS ROAD AND GREAT ROAD IN ACTON, MASS." prepared by Nolan Engineering Service, dated April 15, 1978 and recorded with the Middlesex South District Registry of Deeds in Book 13444, Page 628 as Plan No. 502 of 1978 (the "Plan"). Said land is bounded and described, according to said Plan, as follows:

Beginning at a stone bound at the southwesterly corner of the premises at the intersection of the northeasterly sideline of Great Road and the easterly boundary of land now or formerly of Penn Central Company; and running

SOUTH 21° 19' 51" East two hundred sixty-seven and ninety hundredths (267.90) feet to a point, thence turning and running by a curved line having a radius of forty-five (45) feet, a distance of one hundred four and eighty-six hundredths (104.86) feet to a point; thence turning and running

NORTH 25° 09' 21" East one hundred twenty-seven and twenty-two hundredths (127.22) feet to a point, thence turning and running by a curved line having a radius of six hundred twenty-five (625) feet, a distance of ninety-one and eighteen hundredths (91.18) feet to a point; thence turning and running

NORTH 33° 30' 54" East one hundred sixty-eight and ninety-two hundredths (168.92) feet to a point, thence turning and running by a curved line having a radius of five hundred seventy-five (575) feet, a distance of one hundred sixty and fifty-one hundredths (160.51) feet to a point,; thence turning and running

NORTH 17° 31' 16" East twenty-six and thirty hundredths (26.30) feet; thence turning and Running

NORTH 62° 55' 47" West three hundred sixty-four and thirty-nine hundredths (364.39) feet; thence turning and running

SOUTH 16° 33' 54" West four hundred thirty-six and fifty hundredths (436.50) feet to the point of beginning.

Said Lot 27-A contains 171,100 square feet, according to said Plan.

Together with the right and easement to pass and repass over Parcels 'A' and 'B' as shown on said Plan for access to the above described premises and with the rights to enter upon said Parcels 'A' and 'B' for the purpose of laying, constructing, maintaining or replacing underground utilities servicing the improvements on the above described premises, as set forth in Deed from Bellows Farm, Inc. to E.S. Wood dated May 19, 1978, recorded with the Middlesex South District Registry of Deeds in Book 13444, Page 628, subject to and in accordance with the provisions thereof.