JJManning AUCTIONEERS

PROPERTY INFORMATION PACKAGE #26-2255

Solar Leasehold Mortgagee's Foreclosure AUCTION / Secured Party's Sale

ROOFTOP SOLAR EQUIPMENT AND CONTRACT RIGHTS

Auction Location: 90 Royal Little Dr., Providence, RI

Thursday, October 15 at 11:00 am On-site

RI Lic. #REB.0018924

AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

MORTGAGEE'S SALE OF ROOFTOP SOLAR LEASEHOLD

Leasehold of 90 Royal Little Drive, Providence, Rhode Island for Rooftop Solar Project
(portion of Assessors Plat 72, Lot 543)

Will be sold at public auction on October 15, 2026 at 11 o'clock A.M. local time on the premises by virtue of the power of sale contained in a certain leasehold mortgage given by 90 Royal Little Providence RI Solar, LLC to North Easton Savings Bank dated April 12, 2024 and recorded in Book 14103, Page 57 of the land evidence records of the City of Providence, Rhode Island, the conditions of said mortgage having been broken.

The above leasehold will be sold subject to any and all valid superior or prior liens, restrictions, or encumbrances, if any there be, and to all taxes, tax liens, municipal betterments and assessments, if any.

TERMS: TWENTY-FIVE THOUSAND Dollars ($25,000.00) down payment in cash, certified check, or bank check at time and place of sale. The balance of the purchase price shall be paid in or within thirty (30) days from the date of sale. A mortgagee's deed in the usual form, without covenants or warranty, will be delivered on receipt of the full balance of the purchase price. Other terms to be announced at the sale. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the terms of the auction sale. Sale of leasehold to be conducted simultaneously with secured party sale of solar generating equipment such as solar panels, photovoltaic arrays, and related personal property.

By order of the holder of the mortgage which gives notice of its intention to bid at sale or any adjournment thereof.

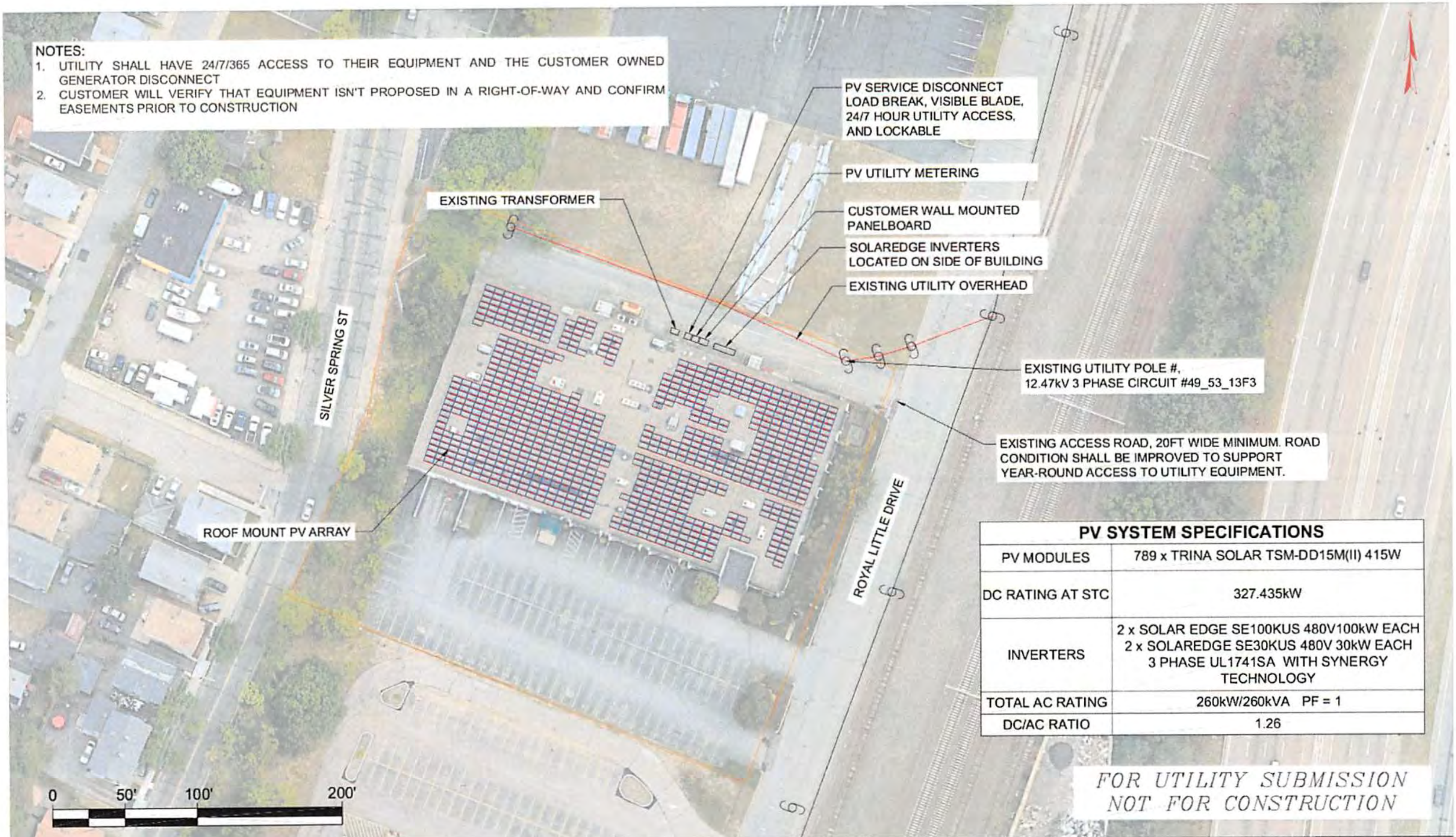
NORTH EASTON SAVINGS BANK
By its Attorneys,
Daniel E. Burgoyne, Esq.
PARTRIDGE SNOW & HAHN LLP
40 Westminster Street, Suite 1100
Providence, RI 02903
(401) 861-8254

Publish in The Providence Journal
September 23, 30 and October 7, 2026

4936-8043-4124

NOTES:

1. UTILITY SHALL HAVE 24/7/365 ACCESS TO THEIR EQUIPMENT AND THE CUSTOMER OWNED GENERATOR DISCONNECT
2. CUSTOMER WILL VERIFY THAT EQUIPMENT ISN'T PROPOSED IN A RIGHT-OF-WAY AND CONFIRM EASEMENTS PRIOR TO CONSTRUCTION



PV SYSTEM SPECIFICATIONS	
PV MODULES	789 x TRINA SOLAR TSM-DD15M(II) 415W
DC RATING AT STC	327.435kW
INVERTERS	2 x SOLAR EDGE SE100KUS 480V100kW EACH 2 x SOLAREDGE SE30KUS 480V 30kW EACH 3 PHASE UL1741SA WITH SYNERGY TECHNOLOGY
TOTAL AC RATING	260kW/260kVA PF = 1
DC/AC RATIO	1.26

FOR UTILITY SUBMISSION
NOT FOR CONSTRUCTION

MASSAMERICAN

REVISIONS

REV	DESCRIPTION	DATE	DESIGN	REVIEWED
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1	FOR UTILITY SUBMISSION	02-10/2023	AS	JB
0	ISSUED FOR REVIEW	02-09-2023	AS	JB

NEO Virtus Engineering, Inc. Since 2001
LITTLETON, MASSACHUSETTS

JAMES M. BING
REGISTERED PROFESSIONAL ENGINEER ELECTRICAL

90 ROYAL LITTLE DRIVE SOLAR
90 ROYAL LITTLE DRIVE
PROVIDENCE, RI 02904

DWG NAME: PV SITE LAYOUT

SIZE: D

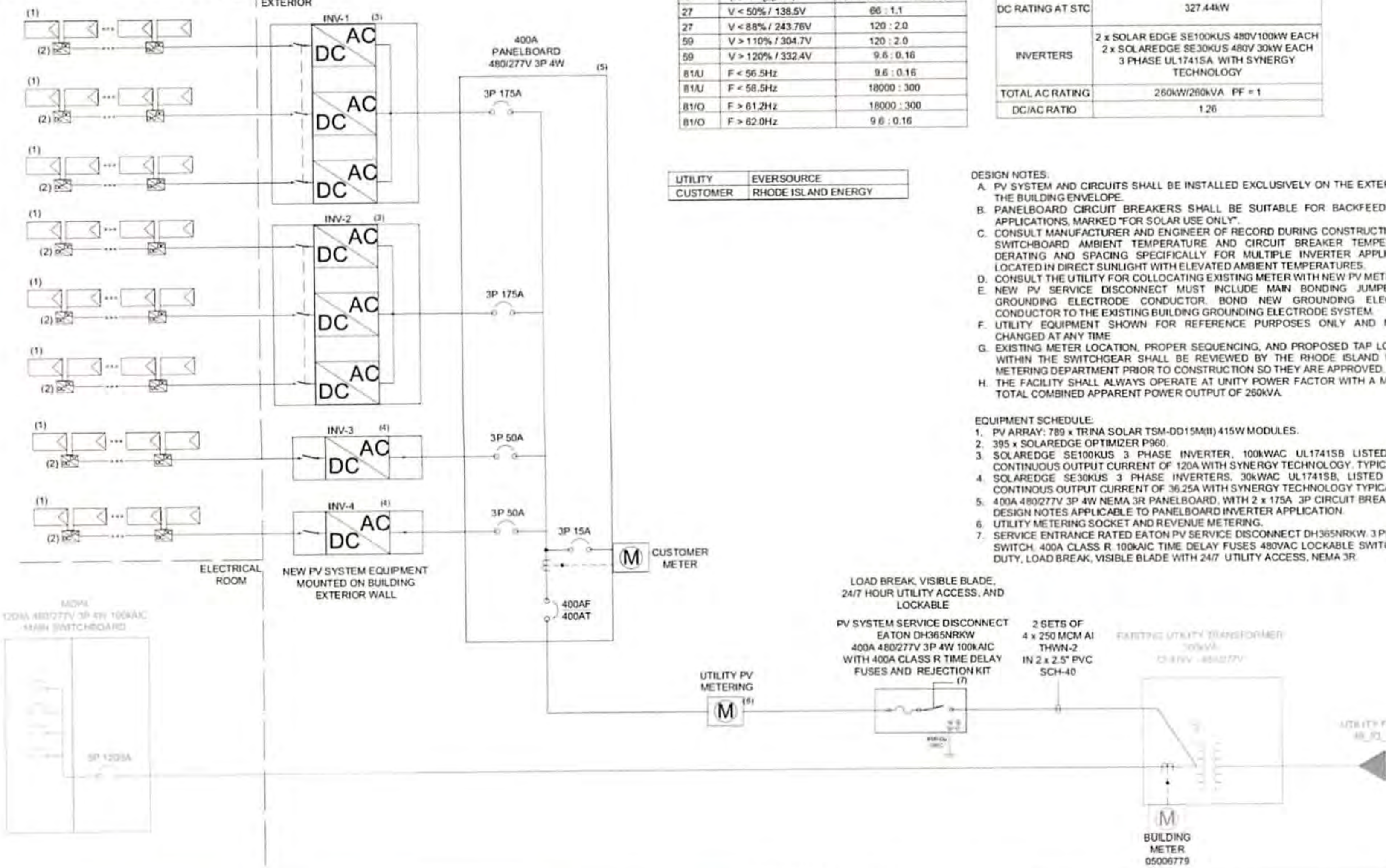
SCALE: AS-NOTED

DATE 02-09-2023

DWG NO. PV-1.0

NOT FOR CONSTRUCTION

FOR UTILITY SUBMISSION
NOT FOR CONSTRUCTION



INVERTER SETTINGS		
ANSI	PICKUP	TOTAL CLEARING TIME
#	(%V / $V_{L\phi}$ Hz)	(CYCLES : SECONDS)
27	V < 50% / 138.5V	66 : 1.1
27	V < 88% / 243.76V	120 : 2.0
59	V > 110% / 304.7V	120 : 2.0
59	V > 120% / 332.4V	9.6 : 0.16
81/U	F < 56.5Hz	9.6 : 0.16
81/U	F < 58.5Hz	18000 : 300
81/O	F > 61.2Hz	18000 : 300
81/O	F > 62.0Hz	9.6 : 0.16

PV SYSTEM SPECIFICATIONS	
PV MODULES	789 x TRINA SOLAR TSM-DD15M(II) 415W
DC RATING AT STC	327.44kW
INVERTERS	2 x SOLAR EDGE SE100KUS 480V 100kW EACH 2 x SOLAREDGE SE30KUS 480V 30kW EACH 3 PHASE UL1741SA WITH SYNERGY TECHNOLOGY
TOTAL AC RATING	260kW/260kVA PF = 1
DC/AC RATIO	1.26

UTILITY	EVERSOURCE
CUSTOMER	RHODE ISLAND ENERGY

DESIGN NOTES:

A. PV SYSTEM AND CIRCUITS SHALL BE INSTALLED EXCLUSIVELY ON THE EXTERIOR OF THE BUILDING ENVELOPE.
B. PANELBOARD CIRCUIT BREAKERS SHALL BE SUITABLE FOR BACKFEED SOLAR APPLICATIONS, MARKED "FOR SOLAR USE ONLY".
C. CONSULT MANUFACTURER AND ENGINEER OF RECORD DURING CONSTRUCTION FOR SWITCHBOARD AMBIENT TEMPERATURE AND CIRCUIT BREAKER TEMPERATURE DERATING AND SPACING SPECIFICALLY FOR MULTIPLE INVERTER APPLICATION, LOCATED IN DIRECT SUNLIGHT WITH ELEVATED AMBIENT TEMPERATURES.
D. CONSULT THE UTILITY FOR COLLOCATING EXISTING METER WITH NEW PV METER.
E. NEW PV SERVICE DISCONNECT MUST INCLUDE MAIN BONDING JUMPER AND GROUNDING ELECTRODE CONDUCTOR. BOND NEW GROUNDING ELECTRODE CONDUCTOR TO THE EXISTING BUILDING GROUNDING ELECTRODE SYSTEM.
F. UTILITY EQUIPMENT SHOWN FOR REFERENCE PURPOSES ONLY AND MAY BE CHANGED AT ANY TIME.
G. EXISTING METER LOCATION, PROPER SEQUENCING, AND PROPOSED TAP LOCATION WITHIN THE SWITCHGEAR SHALL BE REVIEWED BY THE RHODE ISLAND ENERGY METERING DEPARTMENT PRIOR TO CONSTRUCTION SO THEY ARE APPROVED.
H. THE FACILITY SHALL ALWAYS OPERATE AT UNITY POWER FACTOR WITH A MAXIMUM TOTAL COMBINED APPARENT POWER OUTPUT OF 260kVA.

EQUIPMENT SCHEDULE:

1. PV ARRAY: 789 x TRINA SOLAR TSM-DD15M(II) 415W MODULES.
2. 395 x SOLAREDGE OPTIMIZER P960.
3. SOLAREDGE SE100KUS 3 PHASE INVERTER, 100kWAC UL1741SB LISTED.MAXIMUM CONTINUOUS OUTPUT CURRENT OF 120A WITH SYNERGY TECHNOLOGY. TYPICAL OF 2.
4. SOLAREDGE SE30KUS 3 PHASE INVERTERS. 30kWAC UL1741SB, LISTED MAXIMUM CONTINOUS OUTPUT CURRENT OF 36.25A WITH SYNERGY TECHNOLOGY TYPICAL OF 2
5. 400A 480/277V 3P 4W NEMA 3R PANELBOARD, WITH 2 x 175A 3P CIRCUIT BREAKERS, SEE DESIGN NOTES APPLICABLE TO PANELBOARD INVERTER APPLICATION.
6. UTILITY METERING SOCKET AND REVENUE METERING.
7. SERVICE ENTRANCE RATED EATON PV SERVICE DISCONNECT DH365NRKW. 3 PHASE 400A SWITCH, 400A CLASS R 100kAIC TIME DELAY FUSES 480VAC LOCKABLE SWITCH, HEAVY DUTY, LOAD BREAK, VISIBLE BLADE WITH 24/7 UTILITY ACCESS, NEMA 3R.

MASSAMERICAN

REVISIONS				
REV	DESCRIPTION	DATE	DESIGN	REVIEWED
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1	FOR UTILITY SUBMISSION	02-10/2023	AS	JB
0	ISSUED FOR REVIEW	02-09-2023	AS	JB

NEO Virtus Engineering, Inc.
LITTLETON, MASSACHUSETTS

JAMES M. BING
REGISTERED PROFESSIONAL ENGINEER ELECTRICAL

90 ROYAL LITTLE DRIVE SOLAR
90 ROYAL LITTLE DRIVE
PROVIDENCE, RI 02904

DWG NAME: AC 1-LINE

SIZE: D | SCALE: AS-NOTED | DATE 02-09-2023

DWG NO. E-1.0

NOT FOR CONSTRUCTION

FULL LEASE AVAILABLE
CONTACT AUCTIONEER FOR A COPY
Auctions@jjmanning.com
800-521-0111

OPEN-END LEASEHOLD MORTGAGE DEED TO SECURE PRESENT AND FUTURE LOANS UNDER CHAPTER 25 OF TITLE 34 OF THE RHODE ISLAND GENERAL LAWS, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

This Open-End Leasehold Mortgage Deed to Secure Present and Future Loans under Chapter 25 of Title 34 of the Rhode Island General Laws, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (this "Mortgage") is made as of April 12, 2024, by **90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC**, a Rhode Island limited liability company with a mailing address c/o MASSAMERICAN ENERGY LLC, 33 Union Avenue, Sudbury, MA 01776 ("Borrower") in favor of **NORTH EASTON SAVINGS BANK**, a Massachusetts savings bank, with a principal place of business at 20 Eastman Street, South Easton, Massachusetts 02375, its successors and/or assigns ("Lender").

BACKGROUND

Borrower has executed and delivered to Lender (i) a certain Promissory Note (Construction and Term Loan) (the "Note") in the amount of up to Nine Hundred Seventy-Five Thousand and No/100 Dollars ($975,000.000) dated on or about the date hereof, evidencing a loan (the "Loan") from Lender to Borrower for use by Borrower as permanent financing for a rooftop solar photovoltaic project on the Real Property defined below (the "Project") in accordance with a Loan Agreement by and between Borrower and Lender of even date herewith (the "Loan Agreement").

Fluctuating Loan Amount to be Secured by Mortgage. The amount of the Obligations may fluctuate pursuant to the terms and provisions of the Loan Agreement, the Note, and the Guaranty. Therefore, the amount of the Obligations secured by this Mortgage shall also fluctuate as sums are advanced and repaid pursuant to the terms of the Loan Agreement. It is hereby intended that the lien, rights and interests of this Mortgage as it secures future sums advanced pursuant to and in accordance with the terms and provisions of the Loan Agreement shall have the same priority over liens, encumbrances and other matters as if such advances had been made as of the original date of this Mortgage. This Mortgage is intended to be, and is, an "open-end" mortgage within the meaning of R.I.G.L. c. 25, Title 34.

GRANTING CLAUSE

Now therefore, Borrower, in order to secure the obligations herein described, and for valuable consideration, receipt whereof from Lender is hereby acknowledged, does hereby mortgage, grant, bargain, sell, convey, assign and grant a security interest to Lender, its successors and assigns, WITH MORTGAGE COVENANTS, the following described property:

I. Real Property.

The Borrower's interest in that certain Solar Lease dated as of June 1, 2023 by and between E-Business Properties, LLC, a Rhode Island limited liability company, as landlord, and Borrower, as tenant (as may be amended, the "Lease"), as evidenced by a Notice of Lease dated as of June 22, 2023, which notice is recorded in the Land Evidence Records of the City of Providence in Book 13904, Page 60 in regard to the real property described on Exhibit A attached hereto, located at 88-90 Royal Little Drive, Providence, County of Providence, State of Rhode Island, together with any interests in real property subsequently acquired by Borrower pursuant to a deed or easement hereinafter granted to Borrower, all improvements now or hereafter located thereon and all fixtures now or hereafter owned by Borrower or in which Borrower has an interest pursuant to the Lease (collectively, the "Real Property").

II. Personal Property.

All of Borrower's interest in all equipment (as defined in the Uniform Commercial Code) now or hereafter located on or intended to be used in connection with the Real Property, including fixtures, PV arrays, solar panels, mounting structure, inverters, transformers, electrical equipment, all insurance proceeds including interest payable in connection with any damage or loss to the Real Property; all eminent domain awards made with respect to the Real Property; all licenses and permits for the use or occupancy of the Real Property; all trade names associated with the use or occupancy of the Real Property, all books and records relating to the Borrower's operation of the Real Property, all contracts, agreements and warranties, including rights to return of deposits, prepaid premiums or other payments, relating to the construction, use or occupancy of the Real Property; and all other personal property of the Borrower arising from, or now or hereafter relating to, located at or used in connection with the Real Property, including without limitation, all inventory, equipment, and other goods, documents, instruments, general intangibles excluding SRECs (as defined in the Loan Agreement) which are subject to a third party purchase and sale agreement, electricity, net metering credits, capacity and any other items, whether categorized as a general intangible or otherwise, sold in the ordinary course of business, chattel paper, accounts and contract rights (each as defined in the Uniform Commercial Code), and the proceeds therefrom (collectively, the "Personal Property").

For the avoidance of doubt, all Personal Property, Real Property or items specifically excluded therefrom, including but not limited to SRECs, electricity, net metering credits and capacity, that is sold by or on behalf of Borrower in the ordinary course of business and/or as provided in the Loan Documents shall not be considered pledged Property (as defined below) at the time of its sale.

The Real Property and the Personal Property are referred to collectively as the "Property."

III. Leases and Rents.

All of the right, title and interest of Borrower, in and to all leases, including the Lease, subleases, occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, whether written or oral, now or hereafter existing with respect to any portion or portions of the Property, together with any amendments, renewals or extensions and any guaranties thereof and all leases, subleases and tenancies in substitution therefor (collectively, the "Leases"), and all rents and other payments of every kind due or payable and to become due or payable to Borrower by virtue of the Leases, or otherwise due or payable and to become due or payable to Borrower as the result of any use, possession or occupancy of any portion or portions of the Real Property (collectively, the "Rents").

This conveyance is made to secure:

(i) Payment of the indebtedness of Borrower to Lender evidenced by the Note, together with interest on said indebtedness at the rate specified in the Note and all other amounts payable by Borrower to Lender under the terms and conditions of the Note;

(ii) Payment by Borrower to Lender of all reasonable sums expended, incurred, or advanced by Lender pursuant to any term or provision of this Mortgage and/or the other Loan Documents (as defined herein); and

(iii) Payment, performance, and observance by Borrower of each and every covenant, condition and obligation contained in the Note, this Mortgage, the Loan Agreement, and any other document, instrument or agreement given by Borrower as additional security for the payment of the indebtedness hereby secured, or otherwise executed in connection therewith; all of which instruments shall be collectively referred to as the "Loan Documents").

This Mortgage is on the STATUTORY CONDITION and upon the further condition that all covenants and agreements of the Borrower contained in the Loan Documents shall be fully kept and performed, and for any breach of said STATUTORY CONDITION or further condition, the Lender shall have the STATUTORY POWER OF SALE. In the event of the exercise of the STATUTORY POWER OF SALE, the Lender may foreclose on and sell all or any part of the Property, and thereafter the Lender shall continue to have the STATUTORY POWER OF SALE so long as any portion of the Property remains subject to this Mortgage. Said STATUTORY CONDITION and STATUTORY POWER OF SALE, as well as the

MORTGAGE COVENANTS, are those contained in the General Laws of the State of Rhode Island.

REPRESENTATIONS AND COVENANTS OF BORROWER

1.1 Performance of Obligations. Borrower will comply with all provisions of the Loan Documents and the Lease. If at any time after the effective date hereof, any law or court decree prohibits the performance of any obligation undertaken in the Loan Documents or the Lease by Borrower, this shall cause an Event of Default (as defined in Section 2.1) and Lender shall have the right, on demand, to require payment of the entire indebtedness secured by this Mortgage and shall have the further right to exercise any rights and remedies afforded to the Lender under this Mortgage, the other Loan Documents, and applicable law.

1.2 Assignment of Leases and Rents.

1.2.1 As additional security for the payment and performance by Borrower of its obligations under the Loan Documents, Borrower hereby transfers, assigns and delivers to the Lender and grants to the Lender a security interest in the Leases, the Rents, and all right, title and interest of Borrower in and to all guarantees of any of the Leases.

1.2.2 Unless and until the occurrence of an Event of Default, the Borrower shall have the full right to collect, when due, any Rents, income and profits arising out of the Property to which the Borrower is entitled.

1.2.3 Upon or at any time after, and during the continuance of, such Event of Default, the Lender may, at its option, and without regard to the adequacy of the security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property or any portion thereof, and hold, manage, lease, and operate the same on such terms and for such period of time as the Lender may deem proper and, with or without taking possession of the Property, demand, sue for, or otherwise collect all rents, income and profits of the Property, including those past due and unpaid, with full power to make from time to time all such alterations, renovations, repairs, and replacements as may seem proper to the Lender, and apply such rents, income and profits to payment of all reasonable expenses of managing, operating, and maintaining the Property, all reasonable expenses incident to taking and retaining possession of the Property, and the principal, interest, and other indebtedness and liabilities of the Borrower to the Lender in such order of priority as to any of the items mentioned in this paragraph as the Lender in its sole discretion, may determine, any statute, law, custom, or usage to the contrary notwithstanding.

1.2.4 The Lender shall not be liable for any loss sustained by Borrower resulting from the Lender's failure to let the Property, or from any other act or omission of the Lender in managing the Property, unless such loss is caused by the willful misconduct, gross negligence or bad faith of the Lender. Nor shall the Lender be deemed to have undertaken to perform or discharge any obligation, duty, or liability under any Lease under or by reason of this assignment, and Borrower agrees to indemnify the Lender for, and to hold the Lender harmless from, any liability, loss or damage which may be incurred under the Leases or under or by reason of this assignment and from any claims and demands which may be asserted against the Lender by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants, or agreements contained in the Leases. In the event that the Lender incurs any such liability under the Leases or under or by reason of this assignment, or in defense of any such claims or demands, including costs, expenses, and reasonable attorney fees, shall be secured by this Mortgage.

1.2.5 It is further understood that this assignment shall not operate to place responsibility for the control, care, management, or repair of the Property upon the Lender, nor shall it operate to make the Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair, or control of the Property, unless resulting from the willful misconduct, gross negligence or bad faith of Lender.

1.3 Payment of Taxes, Liens and Other Charges.

1.3.1 Borrower will pay promptly all taxes (except income taxes of Lender), betterments, assessments and other governmental levies, water rates, sewer charges, and other charges which are or might become a lien or charge upon all or any portion of the Property.

1.3.2 Borrower will pay promptly all federal, state and other taxes which, if unpaid, could result in a lien on the Property or on any interest of Borrower therein.

1.3.3 In the event of the enactment of any law imposing upon Lender the obligation to pay, in whole or in part, the taxes, assessments, and other charges required by this Section 1.3 to be paid by Borrower, or changing the laws for taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, so as to affect this Mortgage, all sums secured by this Mortgage shall become due and payable upon demand; provided Lender shall not make such demand if Borrower is permitted by law to pay such taxes, and thereafter does so, when due.

1.3.4 At Lender's reasonable written request, Borrower shall, or shall request the landlord under the Lease, to furnish to Lender receipted real estate tax bills for the Property within thirty (30) days after the last date on which payment may be made without the imposition of interest or penalty. Borrower shall furnish to Lender evidence of all other payments referred to in this Section 1.3 within thirty (30) days after written request therefor by Lender.

1.4 Care of Property.

1.4.1 Borrower will make such reasonable repairs and take such other steps as may be necessary to maintain the Property in good repair, order and condition, deterioration incidental to reasonable wear, and eminent domain takings excepted.

1.4.2 Borrower will comply with all federal, state and local laws, ordinances and regulations relating to the Property or the occupancy thereof.

1.4.3 Upon reasonable prior notice to the Borrower, Lender and Borrower will collaborate in good faith to schedule a time for Lender to enter upon and inspect the Property in a manner consistent with the provisions of the Lease, all safety procedures, reasonable requests to the Landlord under the Lease, and guidelines applicable to the Project.

1.4.4 If all or any part of the Property shall be damaged by fire or other casualty, and such casualty materially reduces the generation of the Project, Borrower will take commercially reasonable steps to cooperate with the landlord to promptly restore the Property to a substantially similar condition to that which existed the day before such fire or casualty, unless the insurance proceeds are retained by Lender and applied to the debt secured hereby in accordance with the Loan Documents.

1.5 Encumbrances. Borrower will not permit any encumbrance to exist against the Property (except the lien for unpaid real estate taxes and betterment assessments that are the responsibility of the Borrower pursuant to the Lease prior to the commencement of interest and penalties thereon), even if such lawful encumbrance is inferior to this Mortgage, except for (i) Leases entered into by Borrower in compliance with Section 1.7, (ii) encumbrances listed in Lender's title insurance policy insuring this Mortgage, and (iii) liens or other encumbrances permitted pursuant to Section 3(f) of the Loan Agreement.

1.6 Condemnation.

1.6.1 If all or any part of the Property is taken by public authority under power of eminent domain or if any proceeding therefor is commenced, Borrower will notify Lender. Borrower will in good faith and with counsel satisfactory to Lender, file and prosecute Borrower's claim for any award on account of such taking. Borrower will not settle any such claim without Lender's prior consent, which shall not be unreasonably withheld. Borrower will promptly give to Lender copies of all notices, pleadings, determinations and other papers in any such proceedings filed or received by Borrower. Lender may appear in any such proceedings and participate in any negotiations.

1.6.2 If all or substantially all of the Property shall be so taken, the entire indebtedness secured hereby shall, at the option of Lender, become due and payable upon demand, and all awards paid or payable to Borrower on account of such taking shall be paid to Lender and applied to the payment of the indebtedness, obligations and liabilities secured hereby. As used in this Section, a taking of substantially all of the Property shall mean either a taking of a portion of any building on the Real Property or a taking of any portion of the Property which leaves a portion which cannot in Lender's judgment be economically operated for the purposes for which the same was operated prior to such taking.

1.6.3 If less than substantially all the Property is taken, all awards shall be paid to Lender. Borrower shall promptly, at its expense, restore the Property in accordance with plans and specifications approved by Lender. Lender shall make available the proceeds of such awards (net of all of Lender's expenses incurred in collection and administration of such sums), or so much thereof as may be required for such restoration, to Borrower from time to time as the work of restoration progresses to cover the reasonable costs incurred by Borrower in restoring the Property based upon such architects' or other certificates as Lender may from time to time require. Lender shall not, however, be required to release or pay any portion of such net proceeds unless (i) Borrower shall first deposit with Lender funds from sources other than such net proceeds which together with such net proceeds shall be sufficient to cover the cost of restoration as established by the certificate of an architect or engineer employed by Lender at Borrower's expense; and (ii) such restoration shall be begun promptly and diligently pursued to completion all in accordance with plans and specifications submitted to and approved by Lender. To the extent that such net proceeds exceed the cost of restoration, such excess shall be applied by Lender to the payment of the indebtedness hereby secured.

1.7 Leases. Except as otherwise permitted by this Mortgage or the Loan Agreement, Borrower shall not execute or enter into any sublease of any portion of the Real Property without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed. Borrower shall not execute an assignment of the Rents or any part thereof except pursuant to this Mortgage.

1.8 Expenses. Borrower will, upon demand, pay or reimburse Lender for all reasonable attorneys' fees and other costs incurred by Lender in any legal proceeding in which Lender is the prevailing party relating to the Mortgage, Borrower or the Property, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Property, or any action to protect the security hereof, or any proceeding involving the estate of a decedent, an insolvent or a bankrupt. Any such reasonable cost paid by Lender and not reimbursed shall be added to the indebtedness secured hereby and shall be payable on demand. In case of foreclosure proceedings, Lender shall be entitled to retain out of the monies arising from any foreclosure sale, or otherwise to collect, all sums then secured by this Mortgage, whether then or thereafter payable, including reasonable attorneys' fees and other reasonable costs incurred by Lender by reason of any Event of Default.

1.9 Estoppel Certificates. Borrower shall furnish, from time to time, promptly after reasonable request by Lender, written statements, signed and if so requested, acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against payment of such principal and interest, and the then condition of the Property.

1.10 Prohibition of Transfer. Neither Borrower nor anyone holding an interest in Borrower will (directly or indirectly), without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the Property or any interest in Borrower other than transfers of its interests in Personal Property or Real Property expressly permitted by the Loan Documents. Lender may, without notice to Borrower, deal with Borrower's successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with Borrower without in any way discharging Borrower's obligations with respect thereto.

1.11 Lender's Right to Cure and Expenses. The Lender shall be entitled, but not obligated, to cure any failure of the Borrower to perform its obligations under this Mortgage and to commence, intervene in or otherwise participate in any legal or equitable proceeding which in the Lender's sole judgment affects the Property or any rights created or secured by this Mortgage or any obligation secured hereby. If the Lender shall become party to a legal action with respect to the Note, this Mortgage, any of the other Loan Documents, the Lease, the Property or other security for the debt or obligations secured hereby in order to protect its interest therein or cure any Event of Default of the Borrower hereunder, the Borrower shall, on demand, reimburse the Lender for all reasonable charges, costs and expenses incurred by the Lender in connection therewith, including without limitation reasonable attorneys' fees attributable to undertaking such actions, together with interest thereon from the date incurred until paid at an interest rate equal to the rate of interest specified in the Note.

1.12 Intentionally Left Blank.

1.13 Additional Lease Provisions. The Borrower shall give all notices and take all other actions necessary or appropriate in order that this Mortgage shall be, and shall continue to be for so long as this Mortgage is outstanding, a permitted leasehold mortgage under the Lease, and in order to assure that the holder of this Mortgage shall receive all notices from the landlord afforded a leasehold mortgagee under the Lease and shall have all other rights of a permitted leasehold mortgagee. The Borrower shall (i) not do, permit, suffer or refrain from doing anything, as a result of which, there results an event of default under the Lease; (ii) not cancel or surrender, or modify, or terminate, or amend or in any way alter or permit the alteration of any of the terms of the Lease, without the prior written consent of the Lender in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed; and (iii) give the Lender immediate notice of any event of default by the landlord under the Lease and promptly deliver to the Lender copies of each notice of event of default by either party to the Lease and all other formal notices with respect to the Lease.

From time to time hereafter, at the request of the Lender, the Borrower shall furnish to the Lender a certificate executed by the Borrower and by the landlord under the Lease as to whether (i) the Lease is in full force and effect, and any amendments thereto, (ii) all rents, additional rent and other amounts then due and payable under the Lease have been paid, (iii) to the best of their knowledge, there are no defaults, defenses or offsets under the Lease, and there are no circumstances or conditions which with the giving of notice or the passage of time or both would constitute a default under the Lease, and (iv) such other facts as the Lender reasonably may request.

RIGHTS OF LENDER

2.1 Events of Default. The violation, occurrence or non-occurrence, as the case may be, of any of the Representations and Covenants of Borrower as set forth in that section herein shall be an Event of Default. The term "Event of Default", wherever used in this Mortgage, shall also mean an Event of Default as defined in the Loan Agreement.

2.2 Lender's Remedies. Upon the occurrence of an Event of Default, Lender may at any time thereafter, at its option, and without notice, exercise any or all of the following remedies:

2.2.1 Declare the entire indebtedness of the Borrower under the Note and the other Loan Documents immediately due and payable; and, in any such case, the prepayment premiums, if any, which would have been applicable to a voluntary payment of the indebtedness at the time of such declaration by the Lender shall be treated as a part of the indebtedness secured hereby and added to and become a part of the principal thereof;

2.2.2 Exercise the STATUTORY POWER OF SALE;

2.2.3 Pay and/or perform any obligation of the Borrower under this Mortgage and/or any of the other Loan Documents without waiving any such Event of Default or releasing the Borrower or any other person or entity from its obligations thereunder; and

2.2.4 Take such other actions as Lender deems necessary to protect its interest in the Property and the indebtedness secured hereby.

2.3 Uniform Commercial Code. Upon and after any Event of Default, the Lender shall have all of the remedies of a Secured Party under the Uniform Commercial Code of the State of Rhode Island. The Borrower agrees that the requirement of the Uniform Commercial Code with respect to personal property that a secured party give a debtor reasonable notice of any proposed sale or disposition of the collateral shall be met if such notice is given to the Borrower at least five (5) business days before the time of such sale or disposition. This Mortgage is to be recorded or filed with the registry of deeds or the registry district of the Land Court for the county in which the Property is located as a financing statement pursuant to the Rhode Island Uniform Commercial Code. The collateral described herein is within the scope of the Rhode Island Uniform Commercial Code, pursuant to §6A:9-102 and §6A:9-109.

2.4 Separate Foreclosure Sales and Waiver of Marshalling. The Lender may, in the exercise of the power of sale herein given, sell the Property and other security in parts or parcels. Such sales may be held from time to time by public or private sale and the power shall not be fully executed until all of the Property and said other security not previously sold shall have been sold. If surplus proceeds are realized from a foreclosure sale, the Lender shall not be liable for any interest thereon pending distribution of such proceeds by the Lender. Any separate items of Property sold together for a single price may be accounted for in one account without distinction between the items or security or without assigning to them any proportion of such proceeds. The Borrower hereby waives the application of any doctrine of marshalling of assets.

2.5 Cumulative Rights and Remedies. All of the foregoing rights and remedies are cumulative, and the exercise of or failure to exercise any right or remedy shall not be construed to be a waiver.

GENERAL PROVISIONS

3.1 Notices. All notices or consents hereunder shall be given in the manner set forth in the Loan Agreement.

3.2 Amendments. This Mortgage may be amended only by an agreement in writing signed by both parties.

3.3 Waivers. No course of dealing by the Lender and no forbearance on the part of the Lender or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Lender shall operate to release, discharge, modify, change or affect the original liability of the Borrower nor affect the Lender's rights later to take such action with respect thereto, and no waiver as to any one default shall affect the Lender's rights as to any other default.

3.4 Interpretation and Binding Effect. This Mortgage shall be governed by and construed in accordance with the laws of Commonwealth of Massachusetts (except as otherwise expressly set forth herein and except to the extent of matters relating to the creation, perfection and/or enforcement of the mortgage deed granted hereunder, and to the enforcement of Lender's rights and remedies against the Real Property, which matters shall be governed by the laws of the State of Rhode Island) and shall take effect as an instrument under seal. In case any provision of the Note, this Mortgage, or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, such provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable, such provision shall be deemed deleted from this Mortgage or such other instrument. The headings of Sections and Paragraphs shall be ignored in interpreting this Mortgage. The word "Borrower" as used herein means the Borrower named herein, whether one or several, and also means any subsequent owner or owners of all or any part of the Property. All of the covenants and agreements of the Borrower herein contained shall be binding upon the Borrower, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute the Borrower. The word "Lender" as used herein means the Lender named herein and any subsequent holder or holders of this Mortgage.

[Signature Page Follows]

Executed as a sealed instrument as of the year and date first above written.

90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC, a Rhode Island limited liability company

BY: MASSAMERICAN ENERGY LLC, a Massachusetts limited liability company,
Its Managing Member

By: Anthony Quincy Vale
Name: Anthony Quincy Vale
Title: Manager

Commonwealth of Massachusetts

County of Middlesex, April 12, 2024

On this 12th day of April, 2024 before me, the undersigned notary public, personally appeared Anthony Quincy Vale, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, as Manager of MassAmerican Energy LLC, the Managing Member of 90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC, and acknowledged to me that he, in such capacity as aforesaid, signed it voluntarily for its stated purpose and the free act and deed of **90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC**.

Notary Public
My Commission Expires: 4-6-29

STEPHANIE M. CARUSO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 4/6/2029

[Signature Page to Leasehold Mortgage, Security Agreement and Assignment of Leases and Rents]

90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC, a Rhode Island limited liability company

BY: MASSAMERICAN ENERGY LLC, a Massachusetts limited liability company,
Its Managing Member

By: ______________________
Name: David J. Ellis
Title: Manager

County of Middlesex, Commonwealth of Massachusetts April 12 2024

On this 12th day of April, 2024 before me, the undersigned notary public, personally appeared David J. Ellis, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, as Manager of MassAmerican Energy LLC, the Managing Member of 90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC, and acknowledged to me that he, in such capacity as aforesaid, signed it voluntarily for its stated purpose and the free act and deed of 90 ROYAL LITTLE PROVIDENCE RI SOLAR LLC.

____
Notary Public
My Commission Expires: 4-6-29

STEPHANIE M. CARUSO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 4/6/2029

[Signature Page to Leasehold Mortgage, Security Agreement and Assignment of Leases and Rents]

EXHIBIT A

LEGAL DESCRIPTION

A lease of the roof of a building as depicted on Exhibit A of the unrecorded Solar Lease identified in Item #2 of Schedule A above, together with the appurtenant easements benefitting the Insured as identified in the unrecorded Solar Lease, all being a portion of the Land more particularly described as follows:

Legal Description:

That certain parcel or tract of land with all improvements thereon situated on the easterly side of Silver Spring Street in the City of Providence, County of Providence, State of Rhode Island and is bounded and described as follows:

Beginning at the southwesterly corner of the herein described parcel said corner being on the easterly street line of Silver Spring Street and is located six hundred sixty-four and twenty-seven hundredths feet (664.27') northeasterly of the intersection of the easterly street line of Silver Spring Street and the northerly street line of Branch Avenue as measured along the easterly street line of Silver Spring Street, said corner also being the northerly corner of Lot 6 on the hereinafter mentioned subdivision plan;

thence running northeasterly along the easterly line of Silver Spring Street for a distance of one hundred thirty-three and thirteen hundredths feet (133.13') to an angle;

thence turning an interior angle of 193°-18'-46" and running northerly along said street line for a distance of eighty-six and seventy-six hundredths feet (86.76') to an angle and property now or formerly belonging to World Trophies, Inc.;

thence turning an interior angle of 169°-53'-47" and running northerly bounding westerly on said World Trophies, Inc. property for a distance of sixty-three and twenty-five hundredths feet (63.25') to a corner and parcel 'A' on said subdivision plan;

thence turning an interior angle of 91°-02'-18" and running easterly bounding northerly in part on said parcel 'A' and in part on Lot 8 on said subdivision plan for a distance of three hundred thirty-nine and fifteen hundredths feet (339.15') to a corner and the westerly street line of a proposed road;

thence turning an interior angle of 90°-00'-00" and running southerly along the westerly street line of said proposed road for a distance of two hundred eighty-eight and twenty-six hundredths feet (288.26') to an angle;

thence turning an interior angle of 177°-44'-11" and running southerly along said street line for a distance of six and seventy-one hundredths feet (6.71') to a corner and said Lot 6;

thence turning an interior angle of 90°-00'-00" and running westerly bounding southerly on said Lot 6 for a distance of three hundred thirty-six and forty-eight hundredths feet (336.48') to the point and place of beginning;

the last described line forming an interior angle of 88°-00'-59" with the first described line.

For a more particular description reference is hereby made to Lot 7 on a plan entitled, "Plan of Subdivision in Providence, R.I. of Silver Spring Industrial Park for Providence Redevelopment Agency, Prepared by Stanley Engineering, Inc. Scale: 1"=100' November, 1988".

Being the premises described in a deed from Marc Langson and Nancy Langson to E-Business Properties, LLC, dated October 3, 2000 and recorded with the City of Providence Land Evidence Records in Book 4477, Page 135.

RECEIVED:
Providence
Received for Record
04/12/2024 12:55:16 PM
Document Num: 2024365443
Jeanne Pascone
Recorder of Deeds

JJManning AUCTIONEERS

THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.

Justin Manning, CAI, AARE
President
Phone: 800-521-0111
Fax: 508-362-1073
JJManning.com
auctions@JJManning.com

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