

**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)
<div style="border: 1px solid black; padding: 5px;"> Kasowitz Benson Torres LLP  1633 Broadway  New York, NY 10019  Attention: Darwin Huang, Esq. </div>
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print
Reset

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				
Tidewater Stadium, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
175 Main Street, #4127	Pawtucket	RI	02860	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				
TWS Lender, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o KT Capital Group, LLC, Unit 10900 NE 8th St, Ste 1020	Bellevue	WA	98004	USA

4. COLLATERAL: This financing statement covers the following collateral:  
**See Exhibit A attached hereto and incorporated by this reference.**

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	<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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Tidewater - Providence County Filing	

CITY OF PAWTUCKET

**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

9a. ORGANIZATION'S NAME <b>Tidewater Stadium, LLC</b>	
OR	
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 UCC1) (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

10a. ORGANIZATION'S NAME				
OR				
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

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

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 Schedule I attached hereto.**

17. MISCELLANEOUS:

**EXHIBIT A TO UCC-1 FINANCING STATEMENT****DEBTOR: TIDEWATER STADIUM, LLC**

175 Main Street, #4127  
Pawtucket, RI 02860, USA

**SECURED PARTY: TWS LENDER, LLC**

c/o KT Capital Group, LLC  
Unit 10900 NE 8<sup>th</sup> Street, Suite 1020  
Bellevue, WA 98004, USA

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The UCC-1 Financing Statement to which this Exhibit A is attached covers all of Debtor's right, title and interest in, to and under the following property, rights, interests and leasehold estates, now owned or hereafter created or acquired as well as those rights, interests and property described on Schedule II attached hereto and incorporated herein (all being collectively referred to as the "Property"):

(a) the Debtor's leasehold interest in and to the real property described in Schedule I attached hereto and made a part hereof (individually and collectively, the "Premises"), pursuant to that certain Ground Lease dated November 1, 2021, as amended from time to time, by and between The Narragansett Electric Company, as Landlord, and Debtor, as Tenant (the "Ground Lease");

(b) (i) all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises and owned by the Debtor now or hereafter constructed or installed on the Premises (collectively, the "Improvements"); and (ii) to the extent permitted by Law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or the Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor of, in and to the Premises and Improvements, and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other personal property and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements or appurtenant thereto, (all of the foregoing items described

in this Section 3.01(d) collectively, the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable Law, shall be deemed to constitute fixtures (the "Fixtures"), and are part of the Premises and/or the Improvements and security for the payment of the Secured Obligations and the performance of Debtor's obligations;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, subleases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into and all reciprocal easement agreements, license agreements, and other agreements with Tenants or occupants and fee owners of property contiguous to or surrounding the Premises (the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, together with all cash or security deposits, advance rentals and payments of similar nature and guarantees or other security held by Debtor in connection therewith (the "Entity Guaranties") to the extent of Debtor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all rents (including additional rents of any kind and percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payments and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or any of its agents or employees from any and all sources arising from or attributable to the Premises, the Improvements, the Fixtures or the Equipment, including charges for oil, gas, water, steam, heat, ventilation, air-conditioning, electricity, license fees, maintenance fees, charges for taxes, operating expenses or other amounts payable to Debtor (or for the account of Debtor), revenues from telephone services, laundry, vending, television and all receivables, customer obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or rendering of services by Debtor, Property Manager, or any of their respective agents or employees and proceeds, if any, from business interruption or other loss of income insurance (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents and the Entity Guaranties to the payment of the Secured Obligations;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all right, title and interest of every nature of Debtor in all monies deposited or to be deposited in any funds or accounts maintained or deposited with Secured Party, or its assigns, in connection herewith;

(i) all Property Agreements, accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or Equipment including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments made by or on behalf of Debtor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, Improvements, the Fixtures or Equipment;

(l) all intangible property relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, trade names, trademarks, logos, building names and goodwill;

(m) all advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all surveys, drawings, designs, plans and specifications prepared by the architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of Secured Party in the Premises, the Improvements, the Fixtures or the Equipment; and

(p) all proceeds of each of the foregoing.

For purpose of this Exhibit A, all capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Open-Ended Leasehold Mortgage, Security Agreement and Fixture Filing to Secure Present and Future Loans Under Chapter 25 of Title 34 of the General Laws, dated as of February 7, 2024, between Debtor and Secured Party, to be recorded simultaneous herewith.

**SCHEDULE I****THE PREMISES**

That certain parcel of land, with all buildings and improvements, situated easterly of Taft Street, northeasterly of Tidewater Street, and southerly of Winter Street in the City of Pawtucket, Providence County, the State of Rhode Island and shown as AP 65B LOT 723 on that plan by DiPrete Engineering entitled, "ALTA/NSPS Land Title Survey, Tidewater Landing, AP 65B Lot 723, Pawtucket, Rhode Island, Prepared for Tidewater Stadium, LLC, dated November 7, 2022, and being more particularly described as follows:

Beginning at the southeasterly intersection of Winter Street and Taft Street, said point being the most northwesterly corner of the herein described parcel;

Thence North 87°57' 13" east bounded northerly by Winter Street, a distance of 137.61 feet

Thence North 63°21' 38" east bounded northerly by land now or formerly of City of Pawtucket (AP 54 Lot 827), a distance of 355.10 feet to the Seekonk River;

Thence the following four (4) courses along said Seekonk River:

1. South 33°18' 17" East a distance of 63.40 feet
2. South 40°58' 59" East a distance of 362.84 feet
3. South 47°28' 16" East a distance of 298.32 feet
4. South 13°51' 37" East a distance of 220.76 feet

Thence the following two (2) courses bounded southerly by AP 65 Lot 645 on the above referenced plan:

1. South 76°22' 34" West a distance of 336.24 feet
2. South 37°56' 28" West a distance of 125.30 feet

Thence the following four (4) courses, bounded southwesterly by AP 65 Lot 662 on the above referenced plan:

1. North 53°06' 10" West a distance of 149.38 feet
2. North 36°53' 50" East a distance of 17.00 feet
3. North 53°50' 05" West a distance of 273.98 feet
4. South 36°08' 46" West a distance of 13.50 feet to the northwesterly street line of Tidewater Street;

Thence North  $53^{\circ}06' 10''$  West along said street line, a distance of 191.27 feet to the northeasterly intersection of Tidewater Street and Taft street;

Thence the following six (6) courses, bounded westerly by said Taft street:

1. In a northwesterly direction with a tangent curve turning to the right with a radius of 17.00 feet, a central angle of  $35^{\circ}32' 54''$ , a tangent length of 5.45 feet, and an arc length of 10.55 feet;
2. North  $17^{\circ}33' 20''$  West a distance of 60.42 feet;
3. In a northerly direction with a tangent curve turning to the right with a radius of 150.00 feet a central angle of  $19^{\circ}56' 48''$ , a tangent length of 26.38 feet, and an arc length of 52.22 feet;
4. In a northerly direction with a reverse tangent curve turning to the left bounded, with a radius of 150.00 feet, a central angle of  $19^{\circ}56' 44''$ , a tangent length of 26.38 feet, and an arc length of 52.22 feet;
5. North  $17^{\circ}33' 20''$  West a distance of 189.12 feet
6. In a northerly direction with a tangent curve turning to the right with a radius of 436.00 feet a central angle of  $05^{\circ}14' 13''$ , a tangent length of 19.94 feet, and an arc length of 39.85 feet to the point of beginning.

Subject Property:  
(for reference purposes only)  
11 Tidewater Street  
Pawtucket, Rhode Island  
AP: 65B AL: 723

**SCHEDULE II**

Capitalized terms not otherwise defined herein shall have the meanings ascribed to those terms in: (a) Section 6A-9-102(a) of the Rhode Island General Laws (herein called the "RIGL"), being Section 9-102(a) of the Uniform Commercial Code as adopted in Rhode Island (herein called the "UCC"), or (b) other Sections of the UCC and referenced in Section 6A-9-102(b) of the RIGL.

"Collateral" shall mean all the Borrower's personal property assets, including without limitation, all of Borrower's present and future right, title and interest in and to any and all of the following property, whether such property be now existing or hereafter acquired or created:

- (i) All Accounts and accounts receivable regardless of whether or not they constitute proceeds of other Collateral;
- (ii) All Cash Proceeds;
- (iii) All Chattel Paper, regardless of whether or not it constitutes proceeds of other Collateral;
- (iv) All Commercial Tort Claims;
- (v) All Contract Rights (as defined herein), whether negotiable or non-negotiable, and regardless of whether they are attached to or connected with any chattel paper;
- (vi) All Deposits Accounts;
- (vii) All Documents, whether negotiable or non-negotiable, and regardless of whether they are attached to or connected with any chattel paper;
- (viii) All Electronic Chattel Paper;
- (ix) All Fixtures;
- (x) All Equipment including, without limitation machinery, motor vehicles, furniture, trade fixtures, and all other goods used in the conduct of the Borrower's businesses;
- (xi) All General Intangibles, regardless of whether or not they constitute proceeds of other Collateral, including, without limitation, all of the Borrower's rights to acquire, purchase or otherwise obtain goods and/or services and any other rights with respect to the manufacture, processing, storage, sale, shipment, delivery or installation of Borrower's Building Materials and Supplies, Inventory or other Collateral;
- (xii) All Goods;
- (xiii) All Instruments;
- (xiv) All Inventory;
- (xv) All Investment Property;

- (xvi) All Letters of Credit Rights;
- (xvii) All Noncash Proceeds;
- (xviii) All Payment Intangibles;
- (xix) All Software;
- (xx) All Tangible Chattel Paper;
- (xxi) All tax refunds of every kind and nature to which Borrower is now or hereafter may become entitled no matter however arising, including, without limitation, loss carry back refunds;
- (xxii) All goodwill, trade secrets, computer programs, customer lists, trade names, copyrights, trademarks and patents;
- (xxiii) All books and records relating to the conduct of the Borrower's businesses including, without in any way limiting the generality of the foregoing, those relating to any one or more of its Accounts and Contract Rights;
- (xxiv) All products of and accessions to any of the Collateral;
- (xv) All customer lists, including without limitation, all listings, as amended from time to time, of each customer of the Borrower;
- (xvi) All liens, guaranties, securities, rights, remedies and privileges pertaining to any of the Collateral, including the right of stoppage in transit;
- (xvii) All obligations, irrespective of whether they are documented by instruments, contracts or otherwise, owing to the Borrower of every kind and nature, and all choses in action; and
- (xviii) All Proceeds of Collateral of every kind and nature and in whatever form, including, without limitation, both cash and non-cash proceeds resulting or arising from the rendering of services by the Borrower or the sale or other disposition by the Borrower of the Inventory or other Collateral and from insurance.

"Code" or "Uniform Commercial Code" means the Uniform Commercial Code as enacted and in effect in the State of Rhode Island, provided that the filing requirements set forth in the Code as in effect in any state other than the State of Rhode Island where the Borrower is or may be "Located" shall determine the place of filing to the extent that the Borrower is or may be Located in that other state.

"Contract Rights" or "contract rights" means rights of the Borrower to payment or performance under contracts not yet earned by Borrower's performance and not evidenced by Instruments or Chattel Paper.