STATE OF RHODE ISLAND
SUPERIOR COURT

SUPERIOR COURT
PROVIDENCE, SC.

GETS LLC
Plaintiff and Petitioner

v. C.A. No. PC-2026-04094

WILLIAM D'AMICO;
D'AMICO LENDING, LLC;
COVENTRY LUMBER, LLC;
Defendants **and**
SOLANA HOMES, LLC;
RYANNA LLC
Interested Parties

AMENDED ORDER APPOINTING TEMPORARY RECEIVER AND GRANTING RELATED RELIEF

This matter came before the Court, Associate Justice Brian Stern on the Verified Petition for Appointment of Receiver and Complaint filed by Plaintiff and Petitioner Gets LLC ("Gets"), pursuant to R.I. Gen. Laws § 10-21-6. The Court, having reviewed the Petition, the record, the arguments and evidence presented, and having found that appointment of a receiver is warranted to protect the Property from waste, loss, dissipation, misapplication, and impairment, hereby:

ORDERS, ADJUDGES, AND DECREES as follows:

1. **Appointment.** Theodore Orson of the law firm Orson and Brusini Ltd., is appointed Temporary Receiver (the "Receiver") over Gets and the real property located at **3 Diesel Drive, Lincoln, Rhode Island**, identified as Assessor's Plat 42, Lot 13 (the "Property"), together with all improvements, fixtures, accounts, books, records, construction materials, insurance proceeds, permits, plans, contracts, claims, rents,

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Carin Miley, Sr. Deputy Clerk I

deposits, escrowed proceeds, and other rights or property associated with the Property (collectively, the "Receivership Property").

2. **Statutory basis.** This appointment is made pursuant to R.I. Gen. Laws § 10-21-6(a)(1) and § 10-21-6(a)(4). The Court finds that Gets has an apparent right, title, or interest in the Receivership Property and that the Receivership Property or its revenue-producing potential is being subjected to, or is in danger of, waste, loss, dissipation, misapplication, or impairment. This Order does not appoint a temporary non-liquidating receiver under R.I. Gen. Laws § 10-21-6.1 and does not rely on an emergency declaration.

3. **Receiver's bond.** Within five (5) days after entry of this Order, the Receiver shall file a bond in the amount of $10,000.00 with surety approved by the Court, conditioned upon the faithful discharge of the Receiver's duties and full accounting for all Receivership Property. The Receiver may not act before posting the bond unless the Court otherwise orders.

4. **Possession and control.** The Receiver shall take possession, custody, and control of the Receivership Property and shall preserve, secure, insure, manage, protect, and maintain it pending further Order of this Court.

5. **Receiver's authority.** Subject to this Order, applicable law, and further Order of the Court, the Receiver is authorized to:

    a. Collect, receive, hold, and account for all funds, deposits, insurance proceeds, refunds, claims, rents, and other proceeds associated with the Receivership Property;

b. Obtain, preserve, inspect, and copy all books, records, invoices, permits, plans, specifications, contracts, accountings, loan documents, lien documents, and other materials relating to the Property, its construction, or any claim against it;

c. Communicate and deal with municipal officials, inspectors, insurers, contractors, subcontractors, suppliers, lenders, lien claimants, brokers, prospective purchasers, and all other persons or entities having information about or an interest in the Receivership Property;

d. Engage and pay, subject to Court approval where out of the ordinary course of business, contractors, construction managers, accountants, appraisers, brokers, attorneys, engineers, architects, and other professionals necessary to preserve, evaluate, complete, market, or sell the Property;

e. Investigate and report to the Court concerning the amounts advanced under the First Construction Loan and Second Loan; the validity, amount, and priority of all mortgages, lien claims, and asserted claims against the Property; and the materials actually delivered to or incorporated into the project;

f. Prepare a proposed completion and marketing plan for the Property, including a proposed budget, construction scope, anticipated timeline, and recommendations concerning whether and on what terms the project should be completed and sold. As part of this order Gets and its principals are ordered to render whatever assistance, documentation, contracts, pricing in the Gets' care, custody or control to assist the Temporary Receiver in completing a commercially reasonable budget, construction scope, timeline and marketing plan;

g. Pay ordinary and necessary expenses incurred to preserve, secure, insure, protect, and maintain the Property, from available Receivership Property, subject to the Receiver's reporting and accounting duties; and

h. Seek such further instructions and relief from this Court as may be necessary or appropriate to administer and preserve the Receivership Property.

6. **Future borrowing and administrative-expense priority.** The Receiver may, after filing a motion or petition with this Court and after notice and an opportunity to be heard for all affected lienholders and interested parties, seek authority to borrow funds necessary to preserve, protect, complete, market, or sell the Receivership Property.

a. Any request for borrowing shall identify the proposed lender, principal amount, material terms, intended use of proceeds, proposed security, budget, and the asserted basis for the requested priority.

b. Upon Court approval, if it is so granted, of a proposed borrowing, the Court may provide that the approved borrowing, including the principal, interest, fees, and reasonable expenses authorized by the Court, constitutes an administrative expense of the receivership.

c. Upon Court approval and only to the extent expressly provided in a subsequent order, the approved borrowing may be secured by a lien or charge against the Receivership Property having priority over any preexisting or recorded mortgage, lien, encumbrance, or claim, including the First Mortgage, the Second Mortgage, and any mechanics' lien.

d. Nothing in this Order itself authorizes the Receiver to borrow money, grant a lien, subordinate an existing lien, alter the priority of any existing mortgage or lien, or

incur debt other than in the ordinary course necessary for preservation of the Receivership Property. Any such relief requires a further specific Order of this Court.

e. **No adjudication of liens or claims.** Except as expressly provided in a subsequent Order, this Order does not adjudicate the validity, amount, priority, enforceability, or relative rights of any mortgage, lien, mechanics' lien, claim, guaranty, or other interest asserted against the Receivership Property. All rights, claims, defenses, priorities, and remedies are reserved.

7. **Stay and injunction.** Pursuant to R.I. Gen. Laws § 10-21-14, and except as otherwise ordered by this Court or permitted by law, all persons and entities are stayed and enjoined from:

a. Taking possession of, exercising control over, transferring, encumbering, damaging, wasting, or otherwise interfering with the Receivership Property;

b. Commencing or continuing any action, foreclosure, enforcement proceeding, repossession, attachment, execution, lien enforcement, or other proceeding against the Receivership Property; or

c. Terminating insurance, utilities, permits, contracts, or services necessary to protect or preserve the Receivership Property, without prior Order of this Court. Nothing in this paragraph prevents a person from seeking relief from the stay or injunction for cause.

d. That the commencement, prosecution, or continuance of the prosecution of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding,

in law, or in equity or under any statute, or otherwise, against Gets or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of Gets, or the taking or attempting to take into possession any property in the possession of Gets or of which Gets has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Gets, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Gets, by any public utility, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

8. That a citation be issued to Gets, returnable to the Superior Court sitting at Providence, Rhode Island on **September 29, 2026, at 11:00 a.m., remotely via Webex**, at which time and place this cause is set down for Hearing on the prayer for the Appointment of a Permanent Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in The Providence Journal on or before **September 17, 2026,** so long as the Receiver's Bond has been filed, and the Receiver shall give further notice by mailing, on or before **September 17, 2026,** a copy of said Order Appointing Temporary Receiver to each of Gets' creditors and stockholders whose address is known or may become known to the Receiver.

9. **Cooperation and turnover.** Gets, its agents, and all persons with possession, custody, or control of Receivership Property, records, plans, permits, keys, codes, accounts, insurance information, construction materials, invoices, or other property or information related to the Receivership Property shall cooperate with the Receiver and timely turn over the same upon the Receiver's demand, subject to any claim of privilege or right timely asserted before this Court.
10. **Records and reports.** The Receiver shall maintain appropriate business records and shall file an interim report no later than October 24, 2026 and thereafter as directed by the Court. Each report shall include the Receiver's activities, receipts and disbursements, property condition, proposed or completed construction work, fees and expenses, material claims or disputes, and recommendations for further action.
11. **Receiver's compensation and professionals.** The Receiver may apply to the Court for approval and payment of reasonable fees and expenses. The Receiver shall seek Court approval before engaging professionals, except that the Receiver may retain emergency services necessary to protect life, safety, or the Receivership Property, subject to prompt notice and application for ratification.
12. **Access and inspection.** The Receiver and the Receiver's authorized agents may enter, inspect, photograph, secure, and inventory the Receivership Property and may take all reasonable steps necessary to protect it. No party shall interfere with the Receiver's access, custody, or performance of duties.
13. **Insurance.** The Receiver is authorized to review existing insurance coverage, procure or renew appropriate insurance for the Receivership Property, and pay related premiums from available Receivership Property, subject to later Court review.

14. **No personal liability.** The Receiver shall not be personally liable for obligations incurred in the performance of the Receiver's court-authorized duties, except for acts or omissions outside the scope of authority or as otherwise provided by law.
15. **Retention of jurisdiction.** This Court retains exclusive jurisdiction over the Receiver, the receivership, the Receivership Property, and all controversies related to the Receivership Property.
16. **Service and notice.** The Receiver shall serve a copy of this Order on all known lienholders, claimants, insurers, contractors, utility providers, and other interested parties within Ten (10) days of entry. The Receiver may record a certified copy of this Order in the Town of Lincoln land evidence records.
17. **Effective date.** This Order is effective immediately upon entry, subject to the Receiver's compliance with Paragraph 3 concerning the required bond, unless the Court orders otherwise.

ENTER:

Brian P. Stern, J.
Associate Justice
Dated: September 9, 2026

BY ORDER:

/s/ Carin Miley
Senior Deputy Clerk I
Clerk, Superior Court
Dated: September 9, 2026

Submitted by:

/s/ Theodore Orson, Temporary Receiver
Orson and Brusini Ltd.
211 Quaker Lane
West Warwick, RI 02893