

DECLARATION OF COVENANTS

**PARCELS 1A, 2, 5, 6, 8, 9, 14, 15, 27, 28,
30, 34, 35, 37, 41, 42, and P-2, P-3 and P-4
ON**

**DEPARTMENT OF TRANSPORTATION
CONVEYANCE PLAT NO. 2798**

AND

**PARCEL 8A
ON**

**DEPARTMENT OF TRANSPORTATION
CONVEYANCE PLAT NO. 2798A**

AND

**PROPOSED LOTS 1, 2, 3, 4 and 5
ON**

SUBDIVISION PLAN OF I-195 PARCELS 22 and 25

PROVIDENCE, RHODE ISLAND

DECLARANT:

**I-195 REDEVELOPMENT DISTRICT,
A PUBLIC INSTRUMENTALITY AND BODY CORPORATE AND POLITIC**

DECLARATION OF COVENANTS

WITNESSETH

This Declaration of Covenants (this "Declaration") is made this 22 day of Sept, 2017, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 to Title 42 of the Rhode Island General Laws (the "Declarant"):

The Declarant is the owner of that certain real property situated in the City of Providence, State of Rhode Island, described on Exhibit A, attached hereto and made a part hereof (the "Subject Property").

The real property is intended to be developed as a mixed use community, incorporating residential, commercial, business, parks and open spaces, and other uses, as well as supporting infrastructure. It is the Declarant's desire and intention to subject the real property comprising the community to covenants and restrictions for the benefit of the real property, the Declarant, and the purchasers of parcels in the Subject Property. It is intended that said covenants and restrictions shall run with the land comprising the Subject Property and bind and benefit not only said purchasers and the Declarant but also their respective heirs, executors, administrators, successors, and assigns, and that all parcels in the Subject Property shall be held, used, leased, sold, transferred and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

It is the intention of the Declarant to further the plan of redevelopment of such real property by means of the covenants and restrictions set forth in this Declaration. Said covenants and restrictions are intended to be common to all of the parcels in the Subject Property which are to be developed and to enhance and protect the value, desirability, and attractiveness of all such parcels to their mutual benefit.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires the terms defined in this ARTICLE I shall, as used in this Declaration, have the meanings herein set forth:

1.1 Act. The term "Act" shall mean Title 42, Chapter 64.14 of the General Laws of Rhode Island known as the "I-195 Redevelopment Act of 2011" as it may be amended from time to time.

1.2 CPI. The term "CPI" shall mean the Consumer Price Index for all Urban Customers (CPI-U) U.S. City Average all items as published by the United States Department of Labor, Bureau of Labor Statistics.

1.3 Declarant. The term "Declarant" shall mean the I-195 Redevelopment District, a public corporation established pursuant to Chapter 64.14 to Title 42 of the Rhode Island General Laws, and, to the extent provided in ARTICLE V of this Declaration, its successors and assigns.

1.4 Declaration. The term "Declaration" shall mean this Declaration of Covenants, as it may from time to time be amended or supplemented.

1.5 Improvement-Improvements. The term "Improvement" or "Improvements" shall mean (a) the Parks for which the Declarant has maintenance responsibility and which are to serve the owners and occupants of the Parcels and the general public (and not dedicated to the exclusive use of any Parcel), (b) any parking areas and parking structures located on any Parcel and constructed by the Declarant or any other governmental entity and for which the Declarant maintenance responsibility and which are intended to serve the owners and occupants of the Parcels and the general public (and not dedicated to the exclusive use of any Parcel), and (c) any and all outbuildings, roads, driveways, fences, screening walls and barriers, retaining walls, water lines, sewers, electrical and gas distribution facilities, windbreaks, plantings, planted trees, hedges and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kinds, whether above or below the land surface, located therein or thereon and for which the Declarant has maintenance responsibility and are intended to serve the owners and occupants of the Parcels and the general public (and not dedicated to the exclusive of any Parcel).

1.6 Maintenance and Improvement Expenses. The term "Maintenance and Improvement Expenses" shall mean those expenses described in Exhibit B attached hereto.

1.7 Mortgage. The term "Mortgage" shall mean a mortgage of a Parcel.

1.8 Mortgagee. The term "Mortgagee" shall mean a holder of a Mortgage.

1.9 Occupant. The term "Occupant" shall mean a lessee, sublessee, licensee, or sublicensee of an Owner or any other person or entity other than an Owner in lawful possession all or any part of a Parcel with permission of the Owner.

1.10 Owner. The term "Owner" shall mean and refer to any person or entity that is the record holder of fee simple title to or ground lessee interest in any Parcel, excluding any entity or person who holds such interest as security for the payment of an obligation, but including any Mortgagee or other security holder in actual possession of a Parcel.

1.11 Parcel and Parcels. The terms "Parcel" or "Parcels" shall mean any one or more those certain tracts or parcels of the Subject Property in the City of Providence, delineated as Parcels 1A, 2, 5, 6, 8, 8A, 9, 14, 15, 22 and 25 (as consolidated and subdivided into Proposed 1, 2, 3, 4 and 5), 27, 28, 30, 34, 35, 37, 41, and 42 on the Plat and any tract or parcel resulting consolidation and/or subdivision of any such tracts or parcels.

1.12 Park and Parks. The terms "Park" and "Parks" shall mean the public parks or to be located on Parcels P-2, P-3 and P-4 as shown on the Plat and on one or more of the or on portions thereof and any land adjacent thereto dedicated by the Declarant for such provided, however, in no event shall the aggregate area of the Parks exceed eight (8) acres.

1.13 Plat. The term "Plat" shall mean, collectively, (a) Conveyance Plat No. 2798 by the Department of Transportation, Division of Public Works, entitled "Plat Showing Land in Providence conveyed by The State of Rhode Island and Providence Plantations to I-195

Redevelopment District," dated April 10, 2013, prepared by Bryant Associates and recorded in Land Evidence Records of the City of Providence on April 24, 2013 at 12:19 p.m. as instrument #01000932 as Plat No. 2798 containing 25 sheets, SCALE 1 inch = 200 feet; (b) Conveyance No. 2798A, Sheets 1 and 2, by the Department of Transportation, Division of Public Works, entitled "Plat Showing Land in Providence Conveyed by the State of Rhode Island and Plantations to the I-195 Redevelopment District" dated May 6, 2016, and prepared by Bryant Associates and recorded in the Land Evidence Records of the City of Providence on July 1, 2016 at 12:54 p.m. as instrument #01001145 as Plat 2798A containing 2 sheets, SCALE 1 inch = 200 feet; and (c) Subdivision Plan prepared by DiPrete Engineering entitled "Subdivision Plan I-195 Parcels 22 & 25 Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. dated June 1, 2017" and recorded in the Land Evidence Records of the City of Providence in Book 90, Page 73.

1.14 Record-Recorded-Recordation. The terms "record," "recorded," or "recordation" shall mean, with respect to any document, the Land Evidence Records of the City of Providence.

1.15 Subject Property. The term "Subject Property" shall mean all of the real property described on Exhibit A.

ARTICLE II

SUBJECT PROPERTY

2.1 General Declaration. The Declarant hereby declares that all of that real property located in the City of Providence, Rhode Island, and more particularly described on Exhibit A is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise improved, or transferred in whole or in part, subject to the provisions and terms of this Declaration. All of the covenants shall run with all of the Subject Property for all purposes and shall be upon and inure to the benefit of the Declarant and all Owners, Occupants and their respective executors, administrators, successors and assigns as set forth in this Declaration.

2.2 Addition of Other Real Property or Modification of Parcels; Subdivision of Consolidation and Subdivision of Parcels. The Declarant may at any time during the term of this Declaration add all or a portion of any real property now or hereinafter owned by the Declarant to the Subject Property, and upon recording of a notice of addition of real property containing the provisions set forth in Section 2.4, the provisions of this Declaration shall apply to such added real property in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of the Declarant and the Owners and Occupants of Parcels within such added real property shall be the same as in the case of the Subject Property. The Declarant may also at any time during the term of this Declaration, consolidate and/or subdivide Parcels and in connection therewith record an amendment to this Declaration identifying such consolidated and/or subdivided Parcels and modifying Schedule 1 attached hereto accordingly.

2.3 Designation of Parcels as Parks and Parks as Parcels. Prior to the sale, lease or conveyance of any Parcel by the Declarant, and subject to the limitation set forth in Section 1.12, the Declarant may at any time during the term of this Declaration designate all or any portion of

Parcel owned by the Declarant as a Park and/or designate all or any portion of a Park as a Parcel and upon recording of notice of such designation containing at least the provisions set forth in Section 2.4, the provisions of this Declaration shall apply to such real property so designated in the same manner as if it were originally so dedicated by this Declaration.

2.4 Notice of Addition to Land; Designation of Parks and Parcels. The notice of addition of real property or consolidation and/or subdivision of Parcels referred to in Section 2.2 and the designation of Parks and Parcels referred to in Section 2.3 shall contain at least the following provisions as applicable:

(a) A reference to this Declaration stating the date of recording and the book or books of the Land Evidence Records of the City of Providence, and the page numbers where this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to such added real property or consolidated and/or subdivided Parcel(s) or designated Park or Parcel; and

(c) A legal description of such added real property or consolidated and/or subdivided Parcel(s) or designated Park or Parcel.

ARTICLE III

CONDITION AND MAINTENANCE OF PROPERTY

3.1 Shared Costs of Maintenance and Improvements Expenses.

(a) The Declarant anticipates contributing to the Maintenance and Improvement Expenses incurred in the operation and maintenance of the Parks as well as the operation and maintenance of the other Improvements with respect to each Parcel until such time that a Parcel is conveyed to an Owner and such Owner is required to commence paying Maintenance Assessments (as hereinafter defined) in accordance with this Section 3.1. Notwithstanding any other provision of this Declaration, no Owner shall be required to commence paying any Maintenance Assessments pursuant to this Declaration unless and until the earlier to occur of (x) the date the building or first building (if more than one building is to be built) on such Owner's Parcel is completed, and (y) if applicable, the date by which such Owner is required, pursuant to a separate agreement with Declarant, to complete construction of the building or first building (if more than one building is to be built) on such Owner's Parcel.

(b) Each Owner shall be assessed a charge (the "Maintenance Assessment") for its pro rata share of payment of the Maintenance and Improvement Expenses as described in and determined under the provisions of paragraph 3.1(b)(iii), below.

(i) Authority. The Declarant shall have the power to levy, subject to any Mortgage now or hereafter a lien against any Parcel, assessments upon and against the Owners of the Parcels for the purpose of carrying out the obligations, duties, and powers herein set forth, including any legal and other costs incurred in enforcing this Declaration against such Parcel Owner in accordance with the

terms hereof. All assessments shall be on a calendar year basis. All assessments for any year shall be levied on or before July 1 of that year. Maintenance Assessments may be prorated for the number of days a Parcel is owned with respect to the year in which the closing on a Parcel occurs.

- (ii) Initial Assessment; Annual Assessments; Limitation on Annual Increases. As of the date of this Declaration, construction of the Parks has not been completed. Accordingly, there will be no Maintenance Assessment until such construction has been completed. Notwithstanding anything to the contrary contained herein, the initial Maintenance Assessment, prorated for the year in which such Maintenance Assessment is assessed, shall not exceed the aggregate amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00). Thereafter, on or about March 1 of each year, the Declarant shall adopt a budget for the current calendar year and shall assess each Owner for a pro rata share of the costs set forth in such budget. The pro rata share of such budget payable by each Owner shall be in accordance with the percentages attributed to each Parcel as set forth on Schedule 1 attached hereto. In no event shall the annual assessment against any Parcel be greater than an amount equal to (y) the amount assessed against such Parcel for the immediately preceding calendar year multiplied by (z) a percentage equal to one hundred fifty percent (150%) of the percentage increase in the CPI during the immediately preceding calendar year without the prior written consent of Owners (other than the Declarant) representing not less than sixty percent (60%) of the Percentage Interests of all of the Parcels not then owned by the Declarant as set forth on Schedule 1 (as such Schedule maybe amended from time to time).
- (iii) Use of Funds. All assessment funds received by the Declarant shall be used to pay for the Maintenance and Improvement Expenses.
- (iv) Notice of Assessment. Notice of each assessment shall be given by sending a written notice by postage prepaid certified mail addressed to the address last provided by Owner in writing to the Declarant or if none is provided, to the last known or usual post office address of the Owner of any Parcel or by posting a brief notice of the assessment upon the Parcel itself.
- (v) Nonpayment of Assessment. Every assessment shall become due and payable within thirty (30) business days after notice is given as herein above provided, and if unpaid after said thirtieth (30th) day, the assessment shall be deemed delinquent and the Declarant shall have the remedies set forth in Section 3.2.

- (vi) Surpluses. The Declarant shall not be obligated to spend in any calendar year all the sums collected in such year by way of assessments, or otherwise, and may carry forward as surplus any balances remaining, provided, however, that the aggregate amount of any surplus carried forward from year to year shall not exceed an amount equal to ten percent (10%) of the annual assessment for the year then concluded. Any additional surplus amount shall be applied to the reduction of the amount of the Maintenance and Improvement Expenses in the succeeding year and reduce the amount of the Maintenance Assessment for such succeeding year.

(c) Limitation. Nothing contained herein shall preclude an Owner from recovering from any person liable therefor, damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on his Parcel.

3.2 Remedies for Failure to Pay Assessments.

(a) Remedies. If any Owner shall fail to pay the Maintenance Assessment as set forth in Section 3.1(b)(v), after thirty (30) days prior written notice is given to such delinquent Owner, then the Declarant shall have the right to charge the delinquent Owner with the costs of such Maintenance Assessment, together with interest thereon at the rate of five percent (5%) per annum in excess of the prime rate charged from time to time by Citibank, N.A. (the "Interest Rate") from the date such Maintenance Assessment was due. If the Owner shall fail to pay for such costs within ten (10) days after demand therefore, the Declarant may, at any time within two (2) years after such demand, file for record in the Land Evidence Records of the City of Providence a claim of lien signed by the Declarant for the amount of such costs together with interest thereon, subject to Article XI and the lien of any Mortgage now or hereinafter encumbering all or any part of the Parcel described in said claim, as subject to Section 3.2(c) below. The recording of a claim or lien created by this section shall be effective to establish a lien against the Parcel in the amount set forth on the claim of lien together with interest at the Interest Rate on the amount of such advance from the date thereof, in addition to the costs of recording such claim and lien and the foreclosure thereof and court costs and reasonable attorneys' fees that may be incurred in the enforcement of such a lien. Such lien shall secure the payment of both current and future unpaid amounts.

(b) Foreclosure of Lien. Subject to the provisions of ARTICLE XIII, such a lien, when so established against the Parcel described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the Parcel subsequent to the time of filing such claim for record, other than the lien of any Mortgage now or hereinafter encumbering all or any part of the Parcel described in said claim, subject to Section 3.2(c) below. Such lien shall be for the benefit of the Declarant. Subject to the foregoing and Article XI hereof, the lien shall have the priority described in Section 34-36.1-3.16 of the Rhode Island General Laws and the Declarant shall have the right to foreclose as provided in such section.

(c) Priority Lien. Notwithstanding the provisions of Sections 3.2(a) and (b), Declarant's lien for unpaid Maintenance Assessments for not more than six (6) months of unpaid Maintenance Assessments with respect to a Parcel shall be superior to the lien of any filed or unfiled, or recorded or unrecorded, Mortgages, security interests, judgments, or other liens affecting such Parcel.

(d) Cure. If a default for which a notice of claim of lien was filed is cured, the Declarant shall file or record a release of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such release, and other reasonable costs, interest, or fees that have been incurred.

(e) Non-exclusive Remedy. The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments.

(f) Rights of the Mortgagee. The provisions of this Article III shall be subject to the provisions of Article XI.

ARTICLE IV

MODIFICATION AND REPEAL

4.1 Procedure. Except as otherwise provided in Section 4.2, this Declaration or any provision hereof, may be extended, modified, or otherwise amended, by the Declarant as to the whole of the Subject Property or any portion thereof, with the written consent of the Owners of eighty percent (80%) of the Percentage Interests of all Parcels not then owned by the Declarant set forth on Schedule 1 (as such Schedule may be amended from time to time). No such termination, extension, modification, or other amendment shall be effective if it conflicts with a valid governmental enactment, ordinance, or regulation and until a proper instrument in writing has been executed, acknowledged, and recorded. Notwithstanding the foregoing or any other provision of this Declaration, in connection with adding a Parcel or designating a Park in accordance with Sections 2.2 and 2.3, the Declarant may amend this Declaration at any time without the consent of the Owners.

4.2 Governmental Regulation. All valid governmental enactments, ordinances, and regulations are deemed to be a part of this Declaration, and to the extent that they conflict with provision, covenant, or restriction hereof, such conflicting governmental enactment, ordinance, and regulation shall control and the provision, covenant, or restriction hereof in conflict shall be deemed (a) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent of the provision, covenant, or restriction; or (b) stricken herefrom should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of such covenant, or restriction.

ARTICLE V

ASSIGNMENT

Any and all of the rights, powers, and reservations of the Declarant herein contained may be assigned to any governmental entity that will assume the rights and duties of the Declarant contained herein. If at any time the Declarant ceases to exist and has not made such an assignment, all rights, powers and reservations of the Declarant herein contained shall revert as provided in the Act.

ARTICLE VI

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the Subject Property is and shall be conclusively deemed to have consented and agreed to every covenant and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Subject Property.

ARTICLE VII

RESERVED

ARTICLE VIII

RUNS WITH LAND

All covenants, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every Parcel of the Subject Property; shall create mutual equitable servitudes upon each Parcel in favor of every other Parcel; shall create reciprocal rights and obligations between respective Owners and Occupants of all Parcels and privity of contract and estate between all grantees of said Parcels, their heirs, executors, administrators, successors, and assigns; and shall, as to the Owner and Occupant of each Parcel, his heirs, executors, administrators, successors, and assigns, operate as covenants running with the land, for the benefit of all other Parcels, except as provided otherwise herein.

ARTICLE IX

ESTOPPEL CERTIFICATE

The Declarant agrees that upon the written request (which shall not be more frequent than two (2) times during any calendar year) of the Owner and/or Occupant of a Parcel, the Declarant will issue to such Owner and/or Occupant, or its prospective Mortgagee or successor, an estoppel certificate stating to the best of the Declarant's knowledge that as of such date:

(a) Whether it knows of any default under this Declaration by the requesting Owner and/or Occupant, and if there are known defaults, specifying the nature thereof;

(b) Whether this Declaration has been modified or amended in any way by it and if so, then stating the nature thereof; and

(c) Whether the requesting Owner and/or Occupant has satisfied its obligations under Sections 3.1 and 3.2 above.

Such statement shall act as a waiver of any claim by the Declarant to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. Notwithstanding anything to the contrary, the issuance of an estoppel certificate shall in no event subject the Declarant to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of the Declarant to disclose correct and/or relevant information.

ARTICLE X

TERM OF DECLARATION

All of the covenants and restrictions set out in this Declaration shall remain in effect for fifty (50) years from the date of the recording of this Declaration in the Land Evidence Records of the City of Providence.

ARTICLE XI

RIGHTS OF MORTGAGEES

11.1 No breach of any covenant or restriction herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any Mortgage now or hereafter executed upon the Subject Property or a portion thereof; provided, however, that if any portion of the Subject Property is sold under the power of sale in a mortgage, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants and restrictions contained in this Declaration.

11.2 Whenever the Declarant shall deliver any notice or demand to an Owner with respect to any default by an Owner in its obligations under this Declaration, the Declarant shall at the same time forward a copy of such notice or demand to the Mortgagee at the last address of such holder shown in the records of the Declarant. To facilitate the operation of this Section, each Owner shall at all times keep the Declarant provided with a current list of names and addresses of each Mortgagee. Any Mortgagee may notify the Declarant of its address and request that the provisions of this Section as they relate to notices apply to it. The Declarant agrees to comply with any such request.

(a) If an Owner has received notice from the Declarant of a default by the Owner in its obligations under this Declaration and such default is not cured by the Owner before the expiration of the period provided for in this Declaration, each Mortgagee shall have the right, its option, to cure or remedy such default upon giving written notice of its intention to do so to Declarant within sixty (60) days after such holder receives notice from the Declarant that the

Owner has so failed to cure such default and to add the cost thereof to the mortgage debt and the lien of its Mortgage.

(b) In addition, the Declarant shall grant the Mortgagee reasonable time within which to obtain possession of the Parcel, including possession by a receiver, or to institute and complete foreclosure proceedings or otherwise acquire the Owner's interest in the Parcel. A reasonable time shall mean a period not in excess of six (6) months as to obtaining possession or commencing foreclosure proceedings, and in addition thereto, not in excess of such reasonable time as with due diligence is required to prosecute and complete foreclosure proceedings. The Declarant agrees that upon acquisition by the Mortgagee or a successor holder of the Mortgage, or purchaser at foreclosure sale (or grantee of a deed in lieu of foreclosure) (a "Successor Holder") of the Owner's interest in the Parcel and performance by the Successor Holder of all non-monetary defaults that are (x) continuing as of the date the Successor Holder acquires Owner's interest in the Parcel and (y) reasonably susceptible of cure by a Successor Holder, the Declarant's right to enforce this Declaration against the Successor Holder shall be waived with respect to the matters which have been cured by the Successor Holder and with respect to all other non-monetary defaults then existing, provided that subsequent defaults that are (x) continuing as of the date the Successor Holder acquires Owner's interest under this Declaration and (y) reasonably susceptible of cure by a Successor Holder shall not be deemed cured or waived.

ARTICLE XII

CAPTIONS

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

ARTICLE XIII

EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

ARTICLE XIV

WAIVER OF RIGHT TO OBJECT

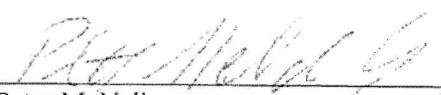
Every Owner or Occupant of any Parcel, by acquiring its interest therein, agrees that it will only object to, contest or appeal, either orally or in writing, in good faith, any other Parcel Owner's application or proposal for relief, or the granting of such relief, under any applicable law, regulation or ordinance governing land use or zoning. Such proposals for relief shall include, but are not limited to, applications for special permits, variances, and proposed zoning amendments.

Signature page follows.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

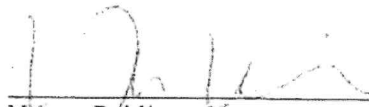
By: 

Name: Peter McNally

Title: Executive Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On September 21, 2017, before me, the undersigned notary public, personally appeared Peter McNally, Executive Director of the I-195 Redevelopment District, proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and he acknowledged the same to be the free act and deed of the I-195 Redevelopment District, and his own free act and deed in his capacity as Executive Director of said I-195 Redevelopment District, and individually.


Notary Public

Print Name John L. Ricci

My Commission expires 7/15/21

EXHIBIT A

The Subject Property

Parcel 1A

That certain lot or parcel of land with all the buildings and improvements thereon situated northeast of the Providence River, northwest of James Street and southwest of South Water Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southwesterly street line of South Water Street, said point located one-hundred sixty-one and fifty-one one-hundredths (161.51) feet northwesterly of an angle point in said South Water Street southwesterly street line, being the southeasterly corner of the herein described parcel;

Thence S 54° 55' 22" W a distance of forty-four and forty one-hundredths (44.40) feet to a point;

Thence N 35° 04' 38" W a distance of sixty-three and sixty one-hundredths (63.60) feet to a point;

Thence S 54° 55' 22" W a distance of six and zero one-hundredths (6.00) feet to a point;

Thence N 35° 04' 38" W a distance of one-hundred forty-six and zero one-hundredths (146.00) feet to a point;

Thence N 54° 55' 22" E a distance of six and zero one-hundredths (6.00) feet to a point;

Thence N 35° 04' 38" W a distance of forty-nine and forty-five one-hundredths (49.45) feet to a point;

Thence N 54° 55' 22" E a distance of forty-four and ten one-hundredths (44.10) feet to non-tangent curve on the southwesterly street line of South Water Street, the previous seven courses running across land owned now or formerly by the State of Rhode Island;

Thence in a general southeasterly direction along said South Water Street southwesterly street line and along a curve deflecting to the right, said curve having a radius of three-thousand two-hundred sixty-five and zero one-hundredths (3265.00) feet, subtended by a central angle of 00° 46' 44" for an arc length of forty-four and thirty-nine one-hundredths (44.39) feet, a chord bearing of S 35° 28' 00" E and a chord distance of forty-four and thirty-nine one-hundredths (44.39) feet to a point of tangency;

Thence S 35° 04' 38" E along said South Water Street southwesterly street line a distance of two-hundred fourteen and sixty-six one-hundredths (214.66) feet to the point and place of beginning;

The herein described area comprises Parcel 1A of this State Highway Conveyance Plat No. 2798 and contains 12,373 square feet of land more or less and is conveyed subject to access easements as depicted on said Plat 2798.

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Book: 11834 Page: 264

Parcel 2

That certain lot or parcel of land with all the buildings and improvements thereon situated northwest of Dollar Street, northeast of South Water Street, southeast of James Street and southwest of South Main Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southwesterly street line of South Main Street at the intersection with the northwesterly street line of Dollar Street, being the southeasterly corner of the herein described parcel;

Thence S 35° 19' 53" W along said northwesterly street line of Dollar Street a distance of one-hundred fifty-eight and ninety one-hundredths (158.90) feet to a point on the northeasterly street line of South Water Street;

Thence in a general northwesterly direction along a non-tangent curve deflecting to the right, said curve having a radius of five-hundred sixty-eight and zero one-hundredths (568.00) feet, subtended by a central angle of 15° 45' 23" for an arc length of one-hundred fifty-six and twenty one-hundredths (156.20) feet, a chord bearing of N 41° 44' 30" W and a chord length of one-hundred fifty-five and seventy-one one-hundredths (155.71) feet to a point of tangency;

Thence N 33° 51' 49" W a distance of two-hundred ninety-six and ninety-six one-hundredths (296.96) feet to a point, the two previous courses running along said northeasterly street line of South Water Street;

Thence S 77° 20' 45" E along an existing State Freeway Line established by State Highway Plat Numbers 1083 and 1229 and along land owned now or formerly by the State of Rhode Island, a distance of eighty-two and thirty-four one-hundredths (82.34) feet to a point;

Thence S 34° 14' 36" E a distance of forty-five and ninety one-hundredths (45.90) feet to a point;

Thence N 80° 29' 31" E a distance of thirty-nine and twenty-nine one-hundredths (39.29) feet to a point;

Thence N 55° 04' 40" E a distance of twenty-two and ninety-one one-hundredths (22.91) feet to a point on the State Freeway Line established by Plat No. 900B and the southwesterly street line of South Main Street, the three previous courses running along land owned now or formerly by Dolphin House LTD and along the State Freeway Line established by State Highway Plat No. 900;

Thence S 39° 02' 00" E along said Plat No. 900B State Freeway Line a distance of one-hundred seventeen and fifty-one one-hundredths (117.51) to a point on the State Freeway Line delineated by State Highway Plat No. 900;

Thence S 53° 16' 17" E along said Plat No. 900 State Freeway Line a distance of twenty-one and twenty-nine one-hundredths (21.29) feet to a non-tangent curve;

Thence in a general southeasterly direction along said southwesterly street line of South Main Street and along a non-tangent curve deflecting to the left, said curve having a radius of eight-hundred thirty and zero one-hundredths (830.00) feet, subtended by a central angle of $09^{\circ} 44' 50''$ for an arc length of one-hundred forty-one and twenty one-hundredths (141.20) feet, having a chord bearing of $S 48^{\circ} 53' 06'' E$ and a chord length of one-hundred forty-one and three one-hundredths (141.03) feet to the point and place of beginning;

The herein described area comprises Parcel 2 of this State Highway Conveyance Plat No. 2798 and contains 46,908 square feet of land more or less.

Subject to a 35' wide utility easement to the City of Providence as depicted on this Plat No. 2798 and described as follows:

Beginning at a point on the northeasterly street line of South Water Street, said point located four and sixty-six one-hundredths (4.66) feet northwest of a point of tangency,

Thence $N 33^{\circ} 51' 49'' W$ along said South Water Street northeasterly street line a distance of thirty-five and zero one-hundredths (35.00) feet to a point;

Thence $N 56^{\circ} 08' 11'' E$ across land owned now or formerly by the State of Rhode Island a distance of one-hundred thirty-two and eighty-nine one-hundredths (132.89) feet to a point on the southwesterly street line of South Main Street;

Thence $S 53^{\circ} 16' 17'' E$ a distance of one and thirty-two one-hundredths (1.32) feet to a non-tangent curve;

Thence along said non-tangent curve in a general southeasterly direction along a curve deflecting to the left having a radius of eight-hundred thirty and zero one-hundredths (830.00) feet, subtended by a central angle of $02^{\circ} 22' 37''$ for an arc length of thirty-four and forty-three one-hundredths (34.43) feet, having a chord bearing of $S 45^{\circ} 11' 59'' E$ and a chord distance of thirty-four and forty-three one-hundredths (34.43) feet to a point, the two previous courses running along the southwesterly Street Line of South Main Street;

Thence $S 56^{\circ} 08' 11'' W$ across land owned now or formerly by the State of Rhode Island a distance of one-hundred forty and ten one-hundredths (140.10) feet to the point and place of beginning;

Said 35' wide utility contains 4,776 square feet more or less.

Parcel 2 also subject to a utility easement to National Grid recorded of even date herewith and containing 1,234 square feet, more or less.

Parcel 2 also subject to a utility easement to National Grid recorded of even date herewith and containing 280 square feet, more or less.

Parcel 5

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Dollar Street, southwest of South Main Street, northwest of Wickenden Street and northeast of South Water Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the northeasterly street line of South Water Street at the intersection with the southeasterly street line of Dollar Street, being the westerly corner of the herein described parcel;

Thence N 35° 19' 53" E along said southeasterly street line of Dollar Street a distance of one-hundred sixty and zero one-hundredths (160.00) feet to a point on the southwesterly street line of South Main Street;

Thence S 54° 40' 07" E along said southwesterly street line of South Main Street a distance of four-hundred fifty-six and five one-hundredths (456.05) feet to a point on the northwesterly street line of Wickenden Street;

Thence in a general southwesterly direction along said northwesterly street line of Wickenden Street along a non-tangent curve deflecting to the left, said curve having a radius of two-thousand five-hundred forty-two and zero one-hundredths (2542.00) feet, subtended by a central angle of 04° 13' 16" for an arc length of one-hundred eighty-seven and twenty-eight one-hundredths (187.28) feet, a chord bearing of S 66° 37' 25" W and a chord length of one-hundred eighty-seven and twenty-four one-hundredths (187.24) feet to a point on the northeasterly street line of South Water Street;

Thence N 54° 40' 07" W along said northeasterly street line of South Water Street a distance of three-hundred fifty-eight and seventy-nine one-hundredths (358.79) feet to the point and place of beginning;

The herein described area comprises Parcel 5 of this State Highway Conveyance Plat No. 2798 and contains 64,972 square feet of land more or less.

Parcel 6

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Wickenden Street, southwest of South Main Street, northwest of Pike Street and northeast of South Water Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Wickenden Street at the intersection with the southwesterly street line of South Main Street, being the northerly corner of the herein described parcel;

Thence S $43^{\circ} 31' 53''$ E along said southwesterly street line of South Main Street a distance of three-hundred eight and forty-two one-hundredths (308.42) feet to a point on the northwesterly street line of Pike Street;

Thence S $55^{\circ} 46' 46''$ W along said northwesterly street line of Pike Street a distance of one-hundred seventy-six and fifty one-hundredths (176.50) feet to a point intersecting the existing State Freeway Line established by State Highway Plat No. 1374;

Thence S $55^{\circ} 46' 46''$ W along said Pike Street northwesterly street line and along the existing State Freeway Line established by said Plat No. 1374 a distance of forty-eight and sixty-nine one-hundredths (48.69) feet to a point on the northeasterly street line of South Water Street;

Thence N $34^{\circ} 11' 30''$ W a distance of two-hundred thirty-eight and sixty-seven one-hundredths (238.67) feet to a point of curvature;

Thence in a general northwesterly direction along a curve deflecting to the left, said curve having a radius of eight-hundred thirty-two and zero one-hundredths (832.00) feet, subtended by a central angle of $07^{\circ} 14' 05''$ for an arc length of one-hundred five and six one-hundredths (105.06) feet, a chord bearing of N $37^{\circ} 48' 32''$ W and a chord length of one-hundred four and ninety-nine one-hundredths (104.99) feet to a point on the southeasterly street line of Wickenden Street, the two previous courses running along the northeasterly street line of South Water Street;

Thence in a general northeasterly direction along said southeasterly street line of Wickenden Street along a non-tangent curve deflecting to the right, said curve having a radius of two-thousand four-hundred seven and fifty one-hundredths (2407.50) feet, subtended by a central angle of $04^{\circ} 25' 31''$ for an arc length of one-hundred eighty-five and ninety-four one-hundredths (185.94) feet, a chord bearing of N $67^{\circ} 55' 02''$ E and a chord length of one-hundred eighty-five and ninety one-hundredths (185.90) feet to the point and place of beginning;

The herein described area comprises Parcel 6 of this State Highway Conveyance Plat No. 2798 and contains 64,668 square feet of land more or less.

Parcel 8

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Pike Street and southwest of South Main Street, in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Pike Street at the intersection with the southwesterly street line of South Main Street, being the northerly corner of the herein described parcel;

Thence S 43° 31' 53" E along said southwesterly street line of South Main Street a distance of one-hundred thirty-seven and eighty-one one-hundredths (137.81) feet to a point intersecting the existing State Freeway Line established by State Highway Plat No. 1374;

Thence S 87° 32' 16" W along said Plat No. 1374 State Freeway Line a distance of one-hundred two and thirty-six one-hundredths (102.36) feet to a point;

Thence S 55° 46' 46" W along said Plat 1374 State Freeway Line and partly along land owned now or formerly by 40 Tockwotten, LLC a distance of sixty and zero one-hundredths (60.00) feet to a point;

Thence N 34° 12' 51" W a distance of fifty-seven and twenty-seven (57.27) feet to a point;

Thence N 72° 52' 44" W a distance of thirty-one and eighty-two one-hundredths (31.82) feet to a point on the southeasterly street line of Pike Street, the two previous courses running along land owned now or formerly by Tockwotten Group, LLC and along the existing State Freeway Line established by State Highway Plat No. 1374;

Thence N 55° 46' 46" E along said southeasterly street line of Pike Street a distance of one-hundred forty-four and sixty-one one-hundredths (144.61) feet to the point and place of beginning;

The herein described area comprises Parcel 8 of this State Highway Conveyance Plat No. 2798 and contains 13,149 square feet of land more or less.

Parcel 9

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Alves Way, southwest of Traverse Street and south of George M. Cohan Boulevard in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Alves Way being the northerly corner of the herein described parcel;

Thence S $81^{\circ} 15' 19''$ E along a line connecting said Alves Way southeasterly street line with the southwesterly street line of Traverse Street a distance of twenty-one and ninety-nine one-hundredths (21.99) feet to a point on said Traverse Street southwesterly street line;

Thence S $34^{\circ} 13' 56''$ E along said Traverse Street southwesterly street line and along a State Freeway Line established by State Highway Plat No. 900 a distance of thirty-seven and thirty-five one-hundredths (37.35) feet to a point of curvature;

Thence in a general southeasterly direction along a curve deflecting to the left, said curve having a radius of sixty and zero one-hundredths (60.00) feet, subtended by a central angle of $65^{\circ} 40' 58''$ for an arc length of sixty-eight and seventy-eight one-hundredths (68.78) feet to a point of tangency on the southerly street line of George M. Cohan Boulevard;

Thence N $80^{\circ} 05' 06''$ E along said George M. Cohan southerly street line a distance of two-hundred thirty-five and forty-two one-hundredths (235.42) feet to a point;

Thence S $09^{\circ} 54' 54''$ E a distance of forty-six and sixty-one one-hundredths (46.61) feet to a point;

Thence S $55^{\circ} 39' 07''$ W a distance of eighty-eight and twenty-two one-hundredths (88.22) feet to a point of curvature;

Thence in a general northwesterly direction along a curve deflecting to the right, said curve having a radius of three-hundred fourteen and zero one-hundredths (314.00) feet, subtended by a central angle of $76^{\circ} 16' 36''$ for an arc length of four-hundred eighteen and two one-hundredths (418.02) feet, having a chord bearing of N $86^{\circ} 12' 35''$ W and a chord distance of three-hundred eighty-seven and eighty-three one-hundredths (387.83) feet to a non-tangent curve;

Thence in a general northeasterly direction along said non-tangent curve, said curve having a radius of forty-seven and zero one-hundredths (47.00) feet, subtended by a central angle of $33^{\circ} 23' 03''$ for an arc length of twenty-seven and thirty-nine one-hundredths (27.39) feet, having a chord bearing of N $39^{\circ} 05' 15''$ E and a chord distance of twenty-seven and zero one-hundredths (27.00) feet to a point on the southeasterly street line of Alves Way, the previous four courses running across land owned now or formerly by the State of Rhode Island;

Thence N $55^{\circ} 46' 46''$ E along said southeasterly street line of Alves Way a distance of one-

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one-hundred twenty-one and sixteen one-hundredths (121.16) feet to the point and place of beginning;

The herein described area comprises Parcel 9 of this State Highway Conveyance Plat No. 2798 and contains 45,886 square feet of land more or less.

Parcel 14

That certain lot or parcel of land with all the buildings and improvements thereon situated westerly of the Providence River, easterly of Dyer Street and southwesterly and northeasterly of Peck Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the northwesterly street line of Peck Street at the intersection with the southwesterly street line of Peck Street, being the southeast corner of the herein described parcel;

Thence S 40° 26' 12" W along said Peck Street northwesterly street line a distance of eighty-eight and twenty-four one-hundredths (88.24) feet to a point;

Thence N 21° 16' 31" W a distance of seventy-nine and seventy-four one-hundredths (79.74) feet to a point;

Thence N 51° 28' 13" W a distance of twenty-three and fifty one-hundredths (23.50) feet to a point;

Thence N 38° 31' 47" E a distance of thirty-nine and seventy-seven one-hundredths (39.77) feet to a point;

Thence N 00° 58' 39" W a distance of ninety-two and three one-hundredths (92.03) feet to a non-tangent curve on the southwesterly street line of Peck Street, the four previous courses running along the existing State Freeway Line established by State Highway Plat No. 900 and by land owned now or formerly by Brown University;

Thence in a general southeasterly direction along said non-tangent curve deflecting to the right, having a radius of one-hundred twenty and zero one-hundredths (120.00) feet, subtended by a central angle of 30° 43' 53" for an arc length of sixty-four and thirty-six one-hundredths (64.36) feet, a chord bearing of S 38° 51' 16" E and a chord length of sixty-three and fifty-nine one-hundredths (63.59) feet to a point of tangency;

Thence S 23° 29' 19" E a distance of one-hundred four and zero one-hundredths (104.00) feet to the point and place of beginning, the three previous courses running along the southwesterly street line of Peck Street;

The herein described area comprises Parcel 14 of this State Highway Conveyance Plat No. 2798, contains 10,247 square feet of land more or less and is conveyed subject to:

A 30' wide combined sewer overflow easement to the Narragansett Bay Commission at the southerly portion of the herein described parcel, recorded in Plat Book 60 page 116 and filed in the office of the Recorder of Deeds of the City of Providence on July 25, 2002.

Parcel 15

That certain lot or parcel of land with all the buildings and improvements thereon situated east of Dyer Street and on the northwesterly side of Peck Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at the intersection of an existing State Freeway Line established by Rhode Island State Highway Plat No. 900 with a State Highway Line established by Rhode Island State Highway Plat No. 2759 and being the northwesterly corner of the parcel described;

Thence N 40° 26' 12" E along said existing State Freeway Line established by said Plat No. 900 and along the northwesterly street line of Peck Street a distance of one-hundred fifty-six and thirty-three one-hundredths (156.33) feet to a point;

Thence S 49° 33' 48" E a distance of fifteen and zero one-hundredths (15.00) feet to a point;

Thence S 40° 26' 12" W a distance of one-hundred fifty-six and thirty-three one-hundredths (156.33) feet to a point;

Thence N 49° 33' 48" W a distance of fifteen and zero one-hundredths (15.00) feet to the point and place of beginning, the three previous courses running across land owned now or formerly by the State of Rhode Island;

The herein described area comprises Parcel 15 of this State Highway Conveyance Plat No. 2798, contains 2,345 square feet of land more or less, and is conveyed subject to:

A 30' wide combined sewer overflow easement to the Narragansett Bay Commission at the northerly portion of the herein described parcel, recorded in Plat Book 60 page 116 and filed in the office of the Recorder of Deeds of the City of Providence on July 25, 2002.

Parcel 27

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Clifford Street and southwest of Richmond Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Clifford Street at the intersection with the southwesterly street line of Richmond Street, being the northwest corner of the herein described parcel;

Thence S 53° 56' 39" E along said Richmond Street southwesterly street line a distance of one-hundred thirty-four and thirty one-hundredths (134.30) feet to a point;

Thence S 35° 26' 57" W a distance of one-hundred sixteen and eighty-seven one-hundredths (116.87) feet to a point;

Thence N 55° 40' 21" W a distance of fifteen and one one-hundredth (15.01) feet to a point;

Thence S 60° 41' 45" W a distance of ninety-seven and ninety-two one-hundredths (97.92) feet to a point;

Thence S 67° 47' 39" W a distance of fifty and ninety-three one-hundredths (50.93) feet to a point, the previous four courses running along land owned now or formerly by Brown University;

Thence N 41° 01' 46" E a distance of zero and fifty-five one-hundredths (0.55) feet to a point;

Thence N 35° 23' 19" E a distance of one-hundred one and twenty-eight one-hundredths (101.28) feet to a point;

Thence N 54° 36' 41" W a distance of fifty and five one-hundredths (50.05) feet to a point on the southeasterly street line of Clifford Street, the previous three courses running along land owned now or formerly by Ship Center, LLC;

Thence N 35° 23' 19" E along said Clifford Street southeasterly street line a distance of one-hundred forty-eight and forty one-hundredths (148.40) feet to the point and place of beginning;

The herein described area comprises Parcel 27 of this State Highway Conveyance Plat No. 2798 and contains 22,162 square feet of land more or less.

Parcel 28

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Friendship Street, southwest of Richmond Street, northwest of Clifford Street and northeast of Chestnut Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Friendship Street at the intersection with the northeasterly street line of Chestnut Street, being the southwest corner of the herein described parcel;

Thence N 35° 26' 25" E along said Friendship Street southeasterly street line a distance of two-hundred fifty-one and five one-hundredths (251.05) feet to a point;

Thence S 53° 56' 39" E a distance of thirty-three and eight one-hundredths (33.08) feet to a point;

Thence N 64° 30' 09" E a distance of two-hundred three and ninety-one one-hundredths (203.91) feet to a point on the southwesterly street line of Richmond Street, the two previous courses running along land owned now or formerly by Richmond & Friendship, LLC;

Thence S 53° 56' 39" E along said Richmond Street southwesterly street line a distance of thirty-two and fifty one-hundredths (32.50) feet to a point on the northwesterly street line of Clifford Street;

Thence S 35° 23' 19" W along said Clifford Street northwesterly street line a distance of three-hundred ninety-six and fifty-five one-hundredths (396.55) feet to a point on the existing State Freeway Line established by State Highway Plat No. 900A;

Thence S 88° 00' 16" W along said existing State Freeway Line established by State Highway Plat No. 900A a distance of thirty-two and thirty-two one-hundredths (32.32) feet to a point on the northeasterly street line of Chestnut Street;

Thence N 59° 38' 32" W along said Chestnut Street northeasterly street line a distance of one-hundred thirty-nine and eighty-seven one-hundredths (139.87) feet to the point and place of beginning;

The herein described area comprises Parcel 28 of this State Highway Conveyance Plat No. 2798 and contains 54,540 square feet of land more or less.

Parcel 30

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Friendship Street and southwest of Chestnut Street and northeast of Claverick Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Friendship Street at the intersection with the southwesterly street line of Chestnut Street, being the northwest corner of the herein described parcel;

Thence S 59° 38' 32" E along said Chestnut Street southwesterly street line a distance of eighty-nine and twenty-seven one-hundredths (89.27) feet to a non-tangent curve;

Thence in a general southwesterly direction along said non-tangent curve, deflecting to the left, having a radius of five-hundred ninety and zero one-hundredths (590.00) feet, subtended by a central angle of 13° 37' 26" for an arc length of one-hundred forty and twenty-nine one-hundredths (140.29) feet, a chord bearing of S 47° 27' 58" W and a chord length of one-hundred thirty-nine and ninety-six one-hundredths (139.96) feet to a point;

Thence S 32° 34' 31" W a distance of eighty and ninety-two one-hundredths (80.92) feet to a point;

Thence S 55° 19' 41" E a distance of nineteen and fifty one-hundredths (19.50) feet to a point, the previous three courses running along land owned now or formerly by 95 Chestnut Street, LLC;

Thence S 35° 27' 19" W along land owned now or formerly by Rhode Island Hospital and Claverick Realty Company, partly by each, a distance of one-hundred thirty-four and forty-six one-hundredths (134.46) feet to a point on the northeasterly street line of Claverick Street;

Thence N 55° 19' 41" W along said Claverick Street northeasterly street line a distance of eighty-three and twenty-eight one-hundredths (83.28) feet to a point on the southeasterly street line of Friendship Street;

Thence N 35° 26' 28" E along said Friendship Street southeasterly street line a distance of three-hundred forty-five and eleven one-hundredths (345.11) feet to the point and place of beginning.

The herein described area comprises Parcel 30 of this State Highway Conveyance Plat No. 2798 and contains 25,654 square feet of land more or less.

Parcel 34

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Clifford Street, northeast of East Franklin Street and northwest of Bassett Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Clifford Street at the intersection with the northeasterly street line of East Franklin Street, being the southwesterly corner of the herein described parcel;

Thence N 35° 26' 28" E along said Clifford Street southeasterly street line a distance of four-hundred forty-eight and seventy-six one-hundredths (448.76) feet to a point;

Thence S 54° 37' 34" E along land owned now or formerly by Mad Realty Associates, Inc. a distance of five and five one-hundredths (5.05) feet to a non-tangent curve;

Thence in a general southwesterly direction along said non-tangent curve deflecting to the left, said curve having a radius of three-hundred twenty-seven and zero one-hundredths (327.00) feet, subtended by a central angle of 29° 27' 51" for an arc length of one-hundred sixty-eight and sixteen one-hundredths (168.16) feet, a chord bearing of S 07° 49' 43" W and a chord length of one-hundred sixty-six and thirty-one one-hundredths (166.31) feet to a point;

Thence S 54° 37' 34" E a distance of twenty-three and nine one-hundredths (23.09) feet to a point, the two previous courses running along land owned now or formerly by Claverick Realty Company;

Thence S 35° 22' 26" W a distance of twenty and fifty-three one-hundredths (20.53) feet to a non-tangent curve;

Thence in a general southeasterly direction along said non-tangent curve deflecting to the left, said curve having a radius of three-hundred twenty-five and zero one-hundredths (325.00) feet, subtended by a central angle of 16° 20' 47" for an arc length of ninety-two and seventy two one-hundredths (92.72) feet, a chord bearing of S 20° 09' 55" E and a chord distance of ninety-two and forty-one one-hundredths (92.41) feet to a point of tangency;

Thence S 28° 20' 18" E a distance of fifteen and twenty-five one-hundredths (15.25) feet to a point of curvature;

Thence in a general southeasterly direction along a curve deflecting to the left, said curve having a radius of thirteen and fifty-eight one-hundredths (13.58) feet, subtended by a central angle of 116° 31' 28" for an arc length of twenty-seven and sixty-one one-hundredths (27.61) feet, a chord bearing of S 86° 36' 02" E and a chord length of twenty-three and nine one-hundredths (23.09) feet to a point on the northwesterly street line of Bassett Street, the previous four courses running along the State Freeway Line established by State Highway Plat No. 1391;

Thence S 35° 22' 26" W along said Bassett Street northwesterly street line a distance of two-hundred thirty-five and eighty one-hundredths (235.80) feet to a point on the northeasterly street line of East Franklin Street;

Thence N 54° 08' 21" W along said East Franklin Street northeasterly street line a distance of two-hundred fifteen and four one-hundredths (215.04) feet to the point and place of beginning;

The herein described area comprises Parcel 34 of this State Highway Conveyance Plat No. 2798 and contains 63,821 square feet of land more or less.

Parcel 35

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Friendship Street, northeast of East Franklin Street and northwest of Clifford Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Friendship Street at the intersection with the northeasterly street line of East Franklin Street, being the southwesterly corner of the herein described parcel;

Thence N 35° 26' 28" E along said Friendship Street southeasterly street line a distance of five-hundred fifty-nine and five one-hundredths (559.05) feet to a point on the southwesterly street line of Claverick Street;

Thence S 55° 19' 41" E along said Claverick Street southwesterly street line a distance of one-hundred sixty-six and seventy-seven one-hundredths (166.77) feet to a point on the northwesterly street line of Clifford Street;

Thence S 35° 26' 28" W along said Clifford Street northwesterly street line a distance of five-hundred sixty-five and twenty-eight one-hundredths (565.28) feet to a point on the northeasterly street line of East Franklin Street;

Thence in a general northwesterly direction along said East Franklin Street northeasterly street line along a non-tangent curve deflecting to the right, said curve having a radius of seven-thousand nine-hundred sixty-six and zero one-hundredths (7,966.00) feet, subtended by a central angle of 01° 11' 59" for an arc length of one-hundred sixty-six and seventy-nine one-hundredths (166.79) feet, a chord bearing of N 53° 11' 19" W and a chord length of one-hundred sixty-six and eighty-one one-hundredths (166.81) feet to the point and place of beginning;

The herein described area comprises Parcel 35 of this State Highway Conveyance Plat No. 2798 and contains 93,746 square feet of land more or less.

Parcel 37

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Bassett Street, northeast of East Franklin Street and southwest of Hoppin Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Bassett Street at the intersection with the northeasterly street line of East Franklin Street, being the southwesterly corner of the herein described parcel;

Thence N $35^{\circ} 22' 26''$ E along said Bassett Street southeasterly street line a distance of one-hundred twenty-eight and sixty-eight one-hundredths (128.68) feet to a point of curvature;

Thence in a general southeasterly direction along a curve deflecting to the right, said curve having a radius of ten and zero one-hundredths (10.00) feet, subtended by a central angle of $116^{\circ} 18' 06''$ for an arc length of twenty and thirty one-hundredths (20.30) feet to a point on the southwesterly street line of Hoppin Street;

Thence S $28^{\circ} 19' 27''$ E along said Hoppin Street southwesterly street line a distance of two-hundred ninety and nineteen one-hundredths (290.19) feet to a point of curvature;

Thence in a general southwesterly direction along a curve deflecting to the right, said curve having a radius of six and zero one-hundredths (6.00) feet, subtended by a central angle of $154^{\circ} 11' 06''$ for an arc length of sixteen and fifteen one-hundredths (16.15) feet to a point on the northeasterly street line of East Franklin Street;

Thence N $54^{\circ} 08' 21''$ W along said East Franklin Street northeasterly street line a distance of two-hundred seventy-one and eighty-seven one-hundredths (271.87) feet to the point and place of beginning;

The herein described area comprises Parcel 37 of this State Highway Conveyance Plat No. 2798 and contains 21,408 square feet of land more or less.

Parcel 41

That certain lot or parcel of land with all the buildings and improvements thereon situated northwest of Pine Street and northeast of East Franklin Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the northwesterly street line of Pine Street at the intersection with the northeasterly street line of East Franklin Street, being the south corner of the herein described parcel;

Thence N 52° 29' 35" W along said East Franklin Street northeasterly street line a distance of one-hundred thirty-two and seventy-one one-hundredths (132.71) feet to a point;

Thence N 35° 43' 17" E a distance of forty-five and thirteen one-hundredths (45.13) feet to a point;

Thence S 65° 00' 33" E a distance of five and twenty-six one-hundredths (5.26) feet to a point;

Thence N 36° 11' 07" E a distance of forty-eight and sixty-eight one-hundredths (48.68) feet to a point;

Thence S 54° 02' 43" E distance of one-hundred twenty-six and ninety-four one-hundredths (126.94) feet to a point on the northwesterly street line of Pine Street, the previous four courses running along land owned now or formerly by The Housing Authority of the City of Providence;

Thence S 35° 38' 21" W along said Pine Street northwesterly street line a distance of ninety-eight and forty one-hundredths (98.40) feet to the point and place of beginning;

The herein described area comprises Parcel 41 of this State Highway Conveyance Plat No. 2798 and contains 12,543 square feet of land more or less.

Parcel 42

That certain lot or parcel of land with all the buildings and improvements thereon situated on the southwest side of Peck Street and the east side of Dyer Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the easterly street line of Dyer Street, said point located one-hundred eighty and thirty-four one-hundredths (180.34) feet northwesterly of a point of curvature in said Dyer Street easterly street line and being the southwest corner of the herein described parcel;

Thence N 04° 06' 53" W along said Dyer Street easterly street line a distance of four-hundred sixty-five and six one-hundredths (465.06) feet to a point;

Thence N 65° 50' 24" E a distance of nine and ninety-five one-hundredths (9.95) feet to a point intersecting the southwesterly street line of Peck Street;

Thence S 49° 33' 48" E along said Peck Street southwesterly street line a distance of one-hundred fifty-five and twenty-eight one-hundredths (155.28) feet to a point;

Thence S 04° 06' 53" E a distance of three-hundred nine and twenty-six one-hundredths (309.26) feet to a point;

Thence S 63° 09' 11" W a distance of one-hundred thirty and eleven one-hundredths (130.11) feet to the point and place of beginning, the two previous courses running across land owned now or formerly by the State of Rhode Island;

The herein described area comprises Parcel 42 of this State Highway Conveyance Plat No. 2798, contains 47,157 square feet of land more or less and is conveyed subject to:

A utility easement to National Grid recorded of even date herewith and containing 692 square feet more or less as delineated on this State Highway Conveyance Plat No. 2798;

Said Parcel 42 also subject to a 70' wide combined sewer overflow easement to the Narragansett Bay Commission as depicted on this State Highway Conveyance Plat No. 2798, recorded in Plat Book 60 page 116 and filed in the office of the Recorder of Deeds of the City of Providence on July 25, 2002.

Parcel P-2

That certain lot or parcel of land with all the buildings and improvements thereon situated northeast of the Providence River, northwest of Wickenden Street and southwest of South Water Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southwesterly street line of South Water Street at the intersection with the extension of the southeasterly street line of James Street, being the northerly corner of the herein described parcel;

Thence S $33^{\circ} 51' 49''$ E a distance of three-hundred six and forty one-hundredths (306.40) feet to a point of curvature;

Thence in a general southeasterly direction along a curve deflecting to the left, said curve having a radius of six-hundred thirty-five and zero one-hundredths (635.00) feet, subtended by a central angle of $20^{\circ} 48' 19''$ for an arc length of two-hundred thirty and fifty-eight one-hundredths (230.58) feet to a point of tangency;

Thence S $54^{\circ} 40' 07''$ E a distance of two-hundred sixty-two and thirty-six one-hundredths (262.36) feet to a point, the three previous courses running along the southwesterly street line of South Water Street;

Thence S $00^{\circ} 00' 00''$ W a distance of seventy-three and forty one-hundredths (73.40) feet to a point on the northwesterly street line of Wickenden Street;

Thence in a general southwesterly direction along a non-tangent curve deflecting to the left, said curve having a radius of two-thousand five-hundred thirty-one and zero one-hundredths (2531.00) feet, subtended by a central angle of $00^{\circ} 20' 01''$ for an arc length of fourteen and seventy-four one-hundredths (14.74) feet, a chord bearing of S $61^{\circ} 14' 28''$ W and a chord distance of fourteen and seventy-four one-hundredths (14.74) feet to a point of compound curvature;

Thence continuing in a general southwesterly direction along a non-tangent curve deflecting to the left, said curve having a radius of one-thousand fifteen and zero one-hundredths (1015.00) feet, subtended by a central angle of $08^{\circ} 02' 44''$ for an arc length of one-hundred forty-two and fifty-three one-hundredths (142.53) feet, a chord bearing of S $57^{\circ} 03' 05''$ W and a chord distance of one-hundred forty-two and forty-one one-hundredths (142.41) feet to a point, the two previous courses running along the northwesterly street line of Wickenden Street;

Thence S $61^{\circ} 48' 09''$ W along said northwesterly street line of Wickenden Street and a State Freeway Line established by State Highway Plat No. 900 a distance of eleven and forty-nine one-hundredths (11.49) feet to a point on the northeasterly harbor line of the Providence River;

Thence N $32^{\circ} 08' 16''$ W a distance of one-hundred ninety-one and forty one-hundredths (191.40) feet to a point;

Thence N 32° 42' 55" W a distance of three hundred fifty-eight and five one-hundredths (358.05) feet to a point;

Thence N 34° 20' 00" W a distance of two-hundred eighty-three and seventy-one one-hundredths (283.71) feet to a point on the extension of the southeasterly street line of James Street; the three previous courses running along the northeasterly harbor line of the Providence River and the State Freeway Line established by State Highway Plat No. 900;

Thence N 55° 45' 24" E along said extension of the southeasterly street line of James Street a distance of sixty-four and twenty one-hundredths (64.20) feet to the point and place of beginning;

The herein described area comprises Parcel P2 of this State Highway Conveyance Plat No. 2798 and contains 86,412 square feet of land more or less.

Parcel P-3

That certain lot or parcel of land with all the buildings and improvements thereon situated on the northeast side of Dorrance Street, the southeast side of Clifford Street and the west side of Dyer Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point of curvature connecting the northeast street line of Dorrance Street with the southeast street line of Clifford Street and being the southwest corner of the herein described parcel;

Thence in a general northwesterly direction along a curve deflecting to the right, said curve having a radius of ten and zero one-hundredths (10.00) feet, subtended by a central angle of $85^{\circ} 03' 08''$ for an arc length of fourteen and eighty-four one-hundredths (14.84) feet to a point of tangency on the southeasterly street line of Clifford Street;

Thence $N 35^{\circ} 27' 30'' E$ along said Clifford Street southeasterly street line a distance of one-hundred thirty-four and five one-hundredths (134.05) feet to a point on the existing State Freeway Line established by State Highway Plat No. 900A;

Thence $S 51^{\circ} 30' 57'' E$ along said State Freeway Line a distance of eight and seventy-four one-hundredths (8.74) feet to a point on the easterly street line of Dyer Street;

Thence $S 02^{\circ} 28' 58'' E$ along said Dyer Street easterly street line a distance of one-hundred eighty-eight and twenty-seven one-hundredths (188.27) feet to a point of curvature;

Thence in a general southwesterly direction along a curve deflecting to the right, said curve having a radius of three and zero one-hundredths (3.00) feet, subtended by a central angle of $132^{\circ} 53' 19''$ for an arc length of six and ninety-six one-hundredths (6.96) feet to a point of tangency on the northeasterly street line of Dorrance Street;

Thence $N 49^{\circ} 35' 39'' W$ along said Dorrance Street northeasterly street line a distance of one-hundred thirteen and fifteen one-hundredths (113.15) feet to the point and place of beginning;

The herein described area comprises Parcel P3 of this State Highway Conveyance Plat No. 2798 and contains 9,834 square feet of land more or less.

Parcel P-4

That certain lot or parcel of land with all the buildings and improvements thereon situated on the southwest side of the Providence River, the southeast side of Peck Street and the east side of Dyer Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point at the intersection of the southeasterly street line of Peck Street and the southwesterly U.S. Harbor Line of the Providence River and being the northeast corner of the herein described parcel;

Thence S 24° 02' 21" E along said southwesterly U.S. Harbor Line of the Providence River and a State Highway Line established by Plat No. 900 a distance of five-hundred sixty and eighteen one-hundredths (560.18) feet to a non-tangent curve;

Thence in a general southwesterly direction along a non-tangent curve deflecting to the right, said curve having a radius of eighty-seven and zero one-hundredths (87.00) feet, subtended by a central angle of 35° 36' 29" for an arc length of fifty-four and seven one-hundredths (54.07) feet, a chord bearing of S 55° 25' 21" W and a chord length of fifty-three and twenty one-hundredths (53.20) feet to a point of tangency;

Thence S 73° 13' 36" W a distance of ninety-five and zero one-hundredths (95.00) feet to a point;

Thence S 16° 46' 24" E a distance of fifty-five and zero one-hundredths (55.00) feet to a point, the three previous courses running across land owned now or formerly by the State of Rhode Island;

Thence S 73° 13' 36" W a distance of three-hundred eighty and zero one-hundredths (380.00) feet to a point;

Thence S 15° 11' 47" W a distance of one-hundred forty-nine and twelve one-hundredths (149.12) feet to a point on the easterly street line of Dyer Street, the two previous courses running along land owned now or formerly by Narragansett Electric Company;

Thence in a general northwesterly direction along said easterly street line of Dyer Street and along a non-tangent curve deflecting to the right, said curve having a radius of two-hundred eighty-one and fifty one-hundredths (281.50) feet, subtended by a central angle of 09° 56' 39" for an arc length of forty-eight and eighty-six one-hundredths (48.86) feet, a chord bearing of N 09° 05' 13" W and a chord length of forty-eight and eighty one-hundredths (48.80) feet to a point of tangency;

Thence N 04° 06' 53" W along said Dyer Street easterly street line a distance of one-hundred eighty and thirty-four one-hundredths (180.34) feet to a point;

Thence N 63° 09' 11" E a distance of one-hundred thirty and eleven one-hundredths (130.11) feet to a point;

Thence N 04° 06' 53" W a distance of three-hundred nine and twenty-six one-hundredths (309.26) feet to a point;

Thence N 49° 33' 48" W a distance of thirteen and ninety-eight one-hundredths (13.98) feet to a point on the southeasterly street line of Peck Street, the three previous courses running across land owned now or formerly by the State of Rhode Island;

Thence N 40° 26' 12" E along said Peck Street southeasterly street line a distance of three-hundred fifty-six and sixteen one-hundredths (356.16) feet to the point and place of beginning;

The herein described area comprises Parcel P4 of this State Highway Conveyance Plat No. 2798, contains 209,190 square feet of land more or less and is conveyed subject to:

A 30' wide and 70' wide combined sewer overflow easement to the Narragansett Bay Commission as depicted on this State Highway Conveyance Plat No. 2798, recorded in Plat Book 60 page 116 and filed in the office of the Recorder of Deeds of the City of Providence on July 25, 2002.

Parcel 8A

That certain lot or parcel of land with all the buildings and improvements thereon situated southwest of South Main Street and northwest of Tockwotten Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the northwesterly street line of Tockwotten Street at the intersection with the southwesterly street line of South Main Street, being the southeasterly corner of the herein described parcel;

Thence S $55^{\circ} 48' 33''$ W along said northwesterly street line of Tockwotten Street a distance of one-hundred thirty-nine and eighty-nine one-hundredths (139.89) feet to a point;

Thence N $34^{\circ} 11' 30''$ W along land owned now or formerly by 40 Tockwotten, LLC a distance of two-hundred nineteen and six one-hundredths (219.06) feet to a point intersecting the existing State Freeway Line established by State Highway Plat No. 1374;

Thence N $55^{\circ} 46' 46''$ E a distance of twenty-five and sixty-five one-hundredths (25.65) feet to a point;

Thence N $87^{\circ} 32' 16''$ E a distance of one-hundred two and thirty-six one-hundredths (102.36) feet to a point on the southwesterly street line of South Main Street, the two previous courses running along the existing State Freeway Line established by State Highway Plat No. 1374;

Thence S $43^{\circ} 31' 53''$ E along said southwesterly street line of South Main Street a distance of one-hundred sixty-seven and forty-six one-hundredths (167.46) feet to the point and place of beginning;

The herein described area contains 24,594 square feet of land more or less.

Proposed Lot 1

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 1 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point on the northerly street line of Richmond Street, also being the southeasterly corner of the herein described parcel;

Thence N 53°56'52" W, bounded southerly by said Richmond Street, a distance of 120.06 feet to Proposed Lot 3;

The following five (5) courses bounded by said Proposed Lot 3:

1. N 63°19'21" E, a distance of 150.62 feet;
2. N 21°49'35" E, a distance of 15.93 feet;
3. S 25°02'42" E, a distance of 65.97 feet;
4. S 64°08'37" W, a distance of 9.77 feet;
5. N 26°46'33" W, a distance of 84.78 feet to Proposed Lot 4; The following three (3) courses bounded by said Proposed Lot 4 land:

1. N 63°13'33" E, a distance of 245.04 feet;
2. N 04°04'01" W, a distance of 122.19 feet;
3. N 86°13'44" E, a distance of 45.15 feet to Proposed Lot 2; The following three (3) courses bounded by said Proposed Lot 2 land:

1. S 03°46'16" E, a distance of 5.99 feet;
2. N 86°13'50" E, a distance of 75.07 feet to Dyer Street;

Thence S 04°14'52" E, bounded easterly by the westerly street line of Dyer Street, a distance of 321.92 feet to Proposed Lot 5;

Thence S 85°45'04" W, bounded southerly by Proposed Lot 5, a distance of 64.54 feet;

The following five (5) courses bounded in part by Eddy Street, in part by land now or formerly of One Ship Street ::C (AP 20, Lot 349):

1. S 61°45'06", a distance of 40.00 feet;
2. N 28°14'54" W, a distance of 2.99 feet;
3. S 61°44'49" W, a distance of 40.19 feet;
4. S 63°14'59" W, a distance of 48.74 feet;
5. S 63°43'25" W, a distance of 59.96 feet to land now or formerly of Brown University (AP 20, Lot 353);

The following two (2) courses bounded southeasterly by land now or formerly of Brown University (AP 20, Lot 353):

1. N 17°57'55" W, a distance of 6.26 feet;
2. S 37°13'08" W, a distance of 144.15 feet to Richmond Street, and the point of beginning.

The above described parcel contains 92,846 Square Feet (2.13 Acres), more or less, of land.

Proposed Lot 2

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 2 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point at the intersection of the easterly street line of Clifford Street and the southerly street line of Dorrance Street, also being the northwesterly corner of the herein described parcel;

The following two (2) courses bounded by said Dorrance Street:

1. S 49°43'38" E, a distance of 181.36 feet;
2. S 04°14'52" E, a distance of 130.93 feet to Proposed Lot 1;

Thence S 86°13'50" W, bounded southerly by said Proposed Lot 1, a distance of 75.07 feet;

Thence N 03°46'16" W, bounded in part by Proposed Lot 1, in part by Proposed Lot 4, a distance of 11.40 feet;

Thence N 54°40'29" W, bounded in part by Proposed Lot 4, in part by land now or formerly of Brown University (AP 20, Lot 363), a distance of 129.04 feet to Clifford Street;

Thence N 35°19'31" E, bounded northwesterly by Clifford Street, a distance of 155.05 feet to the point of beginning.

The above described parcels contains 33,190 Square Feet (0.76 Acres), more or less, of land.

Proposed Lot 3

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 3 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point at the intersection of the easterly street line of Clifford Street and the northerly street line of Richmond Street, also being the southwesterly corner of the herein described parcel;

Thence N 35°19'31" E, bounded westerly by said Clifford Street, a distance of 143.30 feet;

The following three (3) courses bounded by land now or formerly of Trinity Presbyterian Church (AP 20, Lot 343):

1. S 54°40'29" E, a distance of 11.00 feet;
2. N 61°53'25" E, a distance of 89.44 feet;
3. S 54°40'29" E, a distance of 40.20 feet;

Thence S 35°16'14" E, bounded northerly by Proposed Lot 4, a distance of 41.02 feet;

The following five (5) courses bounded by Proposed Lot 1 land:

1. S 26°46'33" E, a distance of 84.78 feet;
2. N 64°08'37" E, a distance of 9.77 feet;
3. S 25°02'42" E, a distance of 65.97 feet;
4. S 21°49'35" W, a distance of 15.93 feet;
5. S 63°19'21" W, a distance of 150.62 feet to Richmond Street;

Thence N 53°56'52" W, bounded southwesterly by Richmond Street, a distance of 199.90 feet to the point of beginning.

The above described parcels contains 46,853 Square Feet (1.08 Acres), more or less, of land.

Proposed Lot 4

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 4 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point on the easterly street line of Eddy Street and the southerly corner of land now or formerly of Brown University (AP 20, Lot 363), also being the westerly line of the herein described parcel;

Thence N 24°32'41" E, bounded westerly by said Brown University (AP 20, Lot 363) land, a distance of 136.70 feet;

The following two (2) courses bounded by Proposed Lot 2 land:

1. S 54°40'29" E, a distance of 129.04 feet;
2. S 03°46'16" E, a distance of 5.41 feet;

The following three (3) courses bounded by Proposed Lot 1 land:

1. S 86°13'44" W, a distance of 45.15 feet;
2. S 04°04'01" E, a distance of 122.19 feet;
3. S 63°13'33" W, a distance of 245.04 feet;

Thence N 35°16'14" E, bounded southerly by Proposed Lot 3, a distance of 41.02 feet;

Thence N 35°19'31" E, bounded westerly in part by Trinity Presbyterian Church (AP 20, Lot 343), in part by Brown University (AP 20, Lot 301) land, a distance of 152.89 feet to Eddy Street;

Thence N 61°45'06" E, bounded northwesterly by said Eddy Street, a distance of 40.14 feet;

Thence N 28°14'54" W, bounded southwesterly by said Eddy Street, a distance of 15.52 feet to the point of beginning.

The above described parcels contains 35,254 Square Feet (0.81 Acres), more or less, of land.

Proposed Lot 5

That certain parcel of land, with all buildings and improvements, situated westerly of Dyer Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 5 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point at the intersection of the westerly street line of Dyer Street and the northerly street line of Ship Street, also being the southeasterly corner of the herein described parcel;

Thence S 73°10'57" W, bounded southerly by said Ship Street, a distance of 25.51 feet to Eddy Street;

Thence N 28°14'54" W, bounded westerly by said Eddy Street, a distance of 82.30 feet;

Thence N 07°23'38" W, a distance of 112.36 feet;

Thence N 85°45'04" W, bounded northerly by Proposed Lot 1 land, a distance of 64.54 feet;

Thence S 04°14'52" E, bounded easterly by the westerly street line of Dyer Street, a distance of 181.82 feet to the point of beginning.

The above described parcels contains 9,956 Square Feet (0.23 Acres), more or less, of land.

EXHIBIT B

For the purposes of this Declaration, the term "Maintenance and Improvement Expenses" shall consist of the following:

(a) all costs (including any contribution by the Declarant to such costs if maintenance is shared with and/or performed by other parties) of maintaining the Parks and the other Improvements, including but not limited to landscaping and snow removal, tree and lawn care, trash and graffiti removal, and all repairs and replacements (subject to the limitations in capital expenses set forth below) necessary to maintain the Parks and other Improvements in a first-class condition;

(b) all costs of any insurance with respect to the Parks and the other Improvements carried by Declarant;

(c) the costs of all utilities provided to the Parks and the other Improvements;

(d) all salaries, wages, fringe benefits, payroll taxes and workmen's compensation premiums of all employees, engaged in the operation and maintenance of the Parks and the other Improvements;

(e) all costs of providing security to the Parks and the other Improvements;

(f) the cost of any equipment purchased or leased by Declarant and used in the maintenance or operation of the Parks and the other Improvements.

The following shall not constitute Maintenance and Improvement Expenses:

1. Capital expenditures in excess of \$100,000 per year (increased each year after 2017 by an amount equal to the increase in the CPI for the immediately preceding calendar year).

2. Programming expenses.

SCHEDULE 1

Parcel Contributions to Maintenance Assessment*

<u>Parcel</u>	<u>Maximum Permitted FAR</u>	<u>Percent of Contribution</u>	<u>Percentage Interest</u>
1A	50,000 sf	1.12	1.12
2	90,000 sf	2.02	2.02
5	146,000 sf	3.28	3.28
6	220,000 sf	4.94	4.94
8	54,900 sf	1.23	1.23
8A	119,000 sf	2.67	2.67
9	90,000 sf	2.02	2.02
14	0	0	0
15	0	0	0
27	147,000 sf	3.19	3.19
28	384,000 sf	8.63	8.63
30	135,000 sf	3.03	3.03
34	475,000 sf	10.67	10.67
35	832,000 sf	18.69	18.69
37	252,000 sf	5.66	5.66
41	175,000 sf	3.93	3.93
42	286,000 sf	6.43	6.43
Proposed Lot 1	200,000 sf	4.49	4.49
Proposed Lot 2	101,000 sf	2.27	2.27
Proposed Lot 3	321,000 sf	RECEIVED: 7.21	7.21
Proposed Lot 4	250,000 sf	Providence 5.62 Received For Record Sep 25, 2013 at 12:34P Document Num: 00181763	5.62
Proposed Lot 5	128,000 sf	2.88 John A. Murphy Recorder of Deeds	2.88

* The foregoing percentages are based on the maximum floor area ratio ("FAR") permitted to be built on each Parcel compared to the maximum FAR permitted to be built on all Parcels based on current zoning. As development of each Parcel is completed, the actual FAR built on such Parcel and the resulting total maximum permitted FAR for all Parcels shall be calculated and the Percent of Contribution and Percentage Interest of all Parcels, and this Schedule 1, shall be adjusted accordingly. This Schedule 1 shall also be amended in the event of subdivision/consolidation of any Parcel(s).

AMENDMENT TO DECLARATION OF COVENANTS

This Amendment to Declaration of Covenants ("Amendment") is made as of the ^{25th} day of July, 2018, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 of Title 42 of the Rhode Island General Laws (the "Declarant").

WITNESSETH

Grantee: State of Rhode Island
6/1

WHEREAS, pursuant to Declaration of Covenants dated September 22, 2017 and recorded in the Land Evidence Records of the City of Providence in Book 11034, Page 252 (the "Declaration"), the Declarant has imposed covenants on land located in Providence, Rhode Island and more particularly described in the Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration to, inter alia, delete a Parcel from the terms and conditions of the Declaration and to amend Schedule I accordingly; and

WHEREAS, capitalized terms not defined herein shall have the meanings attributed to such terms in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. In order to include the word "of" inadvertently missing from Section 1.1 of the Declaration, Section 1.1 is hereby deleted in its entirety and the following is substituted therefor:

"1.11 Parcel and Parcels. The terms "Parcel" or Parcels" shall mean any one or more of those certain tracts or parcels of the Subject Property in the City of Providence, delineated as Parcels 1A, 2, 5, 6, 8, 8A, 9, 14, 15, 22 and 25 (as consolidated and subdivided into Proposed 1, 2, 3, 4 and 5), 27, 28, 30, 34, 35, 37, 41, and 42 on the Plat and any tract or parcel resulting consolidation and/or subdivision of any such tracts or parcels."

2. In order to include the word "Declaration" inadvertently missing from Section 2.1 of the Declaration and the word "to" inadvertently missing from Section 2.2 of the Declaration, Sections 2.1 and 2.2 are hereby deleted in their entirety and the following are substituted therefor:

"2.1 General Declaration. The Declarant hereby declares that all of that real property located in the City of Providence, Rhode Island, and more particularly described on Exhibit A is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise improved, or transferred in whole or in part, subject to the provisions and terms of this Declaration. All of the covenants shall run with all of the Subject Property for all purposes and shall be upon and inure to the benefit of the Declarant and all Owners, Occupants and their respective executors, administrators, successors and assigns as set forth in this Declaration.

2.2 Addition of Other Real Property or Modification of Parcels; Subdivision of Consolidation and Subdivision of Parcels. The Declarant may at any time during the term of this Declaration add all or a portion of any real property now or hereinafter owned by the Declarant to the Subject Property, and upon recording of a notice of addition of real property containing at the provisions set forth in Section 2.4, the provisions of this Declaration shall apply to such added real property in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers, and responsibilities of the Declarant and the Owners and Occupants of Parcels within such added real property shall be the same as in the case of the Subject Property. The Declarant may also at any time during the term of this Declaration, consolidate and/or subdivide Parcels and in connection therewith record an amendment to this Declaration identifying such consolidated and/or subdivided Parcels and modifying Schedule 1 attached hereto accordingly."

3. The reference to paragraph 3.1(b)(iii) set forth in Section 3.1(b) is amended to refer to paragraph 3.1(b)(ii).

4. Parcel 30 as described on Exhibit A attached hereto is hereby forever released and discharged from the terms and conditions of the Declaration.

5. Schedule 1 attached to the Declaration is hereby deleted, and Schedule 1 attached hereto is substituted therefor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

By: 
Name: Peter McNally
Title: Executive Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On July 25, 2018, before me, the undersigned notary public, personally appeared Peter McNally, Executive Director of the I-195 Redevelopment District, proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and he acknowledged the same to be the free act and deed of the I-195 Redevelopment District, and his own free act and deed in his capacity as Executive Director of said I-195 Redevelopment District, and individually.

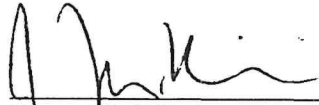

Notary Public
Print Name John M. Rizzini
My Commission expires 9/15/21

Exhibit A

Legal Description of Parcel 30

That certain lot or parcel of land with all the buildings and improvements thereon situated southeast of Friendship Street and southwest of Chestnut Street and northeast of Claverick Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the southeasterly street line of Friendship Street at the intersection with the southwesterly street line of Chestnut Street, being the northwest corner of the herein described parcel;

Thence S 59° 38' 32" E along said Chestnut Street southwesterly street line a distance of eighty-nine and twenty-seven one-hundredths (89.27) feet to a non-tangent curve;

Thence in a general southwesterly direction along said non-tangent curve, deflecting to the left, having a radius of five-hundred ninety and zero one-hundredths (590.00) feet, subtended by a central angle of 13° 37' 26" for an arc length of one-hundred forty and twenty-nine one-hundredths (140.29) feet, a chord bearing of S 47° 27' 58" W and a chord length of one-hundred thirty-nine and ninety-six one-hundredths (139.96) feet to a point;

Thence S 32° 34' 31" W a distance of eighty and ninety-two one-hundredths (80.92) feet to a point;

Thence S 55° 19' 41" E a distance of nineteen and fifty one-hundredths (19.50) feet to a point, the previous three courses running along land owned now or formerly by 95 Chestnut Street, LLC;

Thence S 35° 27' 19" W along land owned now or formerly by Rhode Island Hospital and Claverick Realty Company, partly by each, a distance of one-hundred thirty-four and forty-six one-hundredths (134.46) feet to a point on the northeasterly street line of Claverick Street;

Thence N 55° 19' 41" W along said Claverick Street northeasterly street line a distance of eighty-three and twenty-eight one-hundredths (83.28) feet to a point on the southeasterly street line of Friendship Street;

Thence N 35° 26' 28" E along said Friendship Street southeasterly street line a distance of three-hundred forty-five and eleven one-hundredths (345.11) feet to the point and place of beginning.

The herein described area comprises Parcel 30 of this State Highway Conveyance Plat No. 2798 and contains 25,654 square feet of land more or less.

SCHEDULE 1

Parcel Contributions to Maintenance Assessment*

<u>Parcel</u>	<u>Allowable FAR</u>	<u>Percent of Contribution</u>	<u>Percentage Interest</u>
1A	50,000 sf	1.16	1.16
2	90,000 sf	2.09	2.09
5	146,000 sf	3.39	3.39
6	220,000 sf	5.10	5.10
8	54,900 sf	1.27	1.27
8A	119,000 sf	2.76	2.76
9	90,000 sf	2.09	2.09
14	0	0	0
15	0	0	0
27	142,000 sf	3.29	3.29
28	384,000 sf	8.91	8.91
34	475,000 sf	11.02	11.02
35	832,000 sf	19.30	19.30
37	252,000 sf	5.84	5.84
41	175,000 sf	4.06	4.06
42	286,000 sf	6.63	6.63
Proposed Lot 1	195,642 sf**	4.54	4.54
Proposed Lot 2	101,000 sf	2.34	2.34
Proposed Lot 3	321,000 sf	7.45	7.45
Proposed Lot 4	250,000 sf	5.80	5.80
Proposed Lot 5	128,000 sf	2.97	2.97

* The foregoing percentages are based on the allowable floor area ratio ("FAR") permitted to be built on each Parcel compared to the allowable FAR permitted to be built on all Parcels based on current zoning. As development of each Parcel is completed, the actual FAR built on such Parcel and the resulting total maximum permitted FAR for all Parcels shall be calculated and the Percent of Contribution and Percentage Interest of all Parcels, and this Schedule 1, shall be adjusted accordingly. This Schedule 1 shall also be amended in the event of subdivision/consolidation of any Parcel(s).

RECEIVED:

** Proposed Lot 1 is based on actual FAR built on Proposed Lot 1.

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Providence
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Jul 27, 2018 at 09:01A
Document Num: 00205697
John A. Murphy
Recorder of Deeds

Parcel 8A

That certain lot or parcel of land with all the buildings and improvements thereon situated southwest of South Main Street and northwest of Tockwotten Street in the City of Providence, County of Providence, State of Rhode Island, and more particularly described as follows:

Beginning at a point on the northwesterly street line of Tockwotten Street at the intersection with the southwesterly street line of South Main Street, being the southeasterly corner of the herein described parcel;

Thence S 55° 48' 33" W along said northwesterly street line of Tockwotten Street a distance of one-hundred thirty-nine and eighty-nine one-hundredths (139.89) feet to a point;

Thence N 34° 11' 30" W along land owned now or formerly by 40 Tockwotten, LLC a distance of two-hundred nineteen and six one-hundredths (219.06) feet to a point intersecting the existing State Freeway Line established by State Highway Plat No. 1374;

Thence N 55° 46' 46" E a distance of twenty-five and sixty-five one-hundredths (25.65) feet to a point;

Thence N 87° 32' 16" E a distance of one-hundred two and thirty-six one-hundredths (102.36) feet to a point on the southwesterly street line of South Main Street, the two previous courses running along the existing State Freeway Line established by State Highway Plat No. 1374;

Thence S 43° 31' 53" E along said southwesterly street line of South Main Street a distance of one-hundred sixty-seven and forty-six one-hundredths (167.46) feet to the point and place of beginning;

The herein described area contains 24,594 square feet of land more or less.

Proposed Lot 1

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 1 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point on the northerly street line of Richmond Street, also being the southeasterly corner of the herein described parcel;

Thence N 53°56'52" W, bounded southerly by said Richmond Street, a distance of 120.06 feet to Proposed Lot 3;

The following five (5) courses bounded by said Proposed Lot 3:

1. N 63°19'21" E, a distance of 150.62 feet;
2. N 21°49'35" E, a distance of 15.93 feet;
3. S 25°02'42" E, a distance of 65.97 feet;
4. S 64°08'37" W, a distance of 9.77 feet;
5. N 26°46'33" W, a distance of 84.78 feet to Proposed Lot 4; The following three (3) courses bounded by said Proposed Lot 4 land:

1. N 63°13'33" E, a distance of 245.04 feet;
2. N 04°04'01" W, a distance of 122.19 feet;
3. N 86°13'44" E, a distance of 45.15 feet to Proposed Lot 2; The following three (3) courses bounded by said Proposed Lot 2 land:

1. S 03°46'16" E, a distance of 5.99 feet;
2. N 86°13'50" E, a distance of 75.07 feet to Dyer Street;

Thence S 04°14'52" E, bounded easterly by the westerly street line of Dyer Street, a distance of 321.92 feet to Proposed Lot 5;

Thence S 85°45'04" W, bounded southerly by Proposed Lot 5, a distance of 64.54 feet;

The following five (5) courses bounded in part by Eddy Street, in part by land now or formerly of One Ship Street ::C (AP 20, Lot 349):

1. S 61°45'06", a distance of 40.00 feet;
2. N 28°14'54" W, a distance of 2.99 feet;
3. S 61°44'49" W, a distance of 40.19 feet;
4. S 63°14'59" W, a distance of 48.74 feet;
5. S 63°43'25" W, a distance of 59.96 feet to land now or formerly of Brown University (AP 20, Lot 353);

The following two (2) courses bounded southeasterly by land now or formerly of Brown University (AP 20, Lot 353):

1. N 17°57'55" W, a distance of 6.26 feet;
2. S 37°13'08" W, a distance of 144.15 feet to Richmond Street, and the point of beginning.

The above described parcel contains 92,846 Square Feet (2.13 Acres), more or less, of land.

Proposed Lot 2

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 2 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point at the intersection of the easterly street line of Clifford Street and the southerly street line of Dorrance Street, also being the northwesterly corner of the herein described parcel;

The following two (2) courses bounded by said Dorrance Street:

1. S 49°43'38" E, a distance of 181.36 feet;
2. S 04°14'52" E, a distance of 130.93 feet to Proposed Lot 1;

Thence S 86°13'50" W, bounded southerly by said Proposed Lot 1, a distance of 75.07 feet;

Thence N 03°46'16" W, bounded in part by Proposed Lot 1, in part by Proposed Lot 4, a distance of 11.40 feet;

Thence N 54°40'29" W, bounded in part by Proposed Lot 4, in part by land now or formerly of Brown University (AP 20, Lot 363), a distance of 129.04 feet to Clifford Street;

Thence N 35°19'31" E, bounded northwesterly by Clifford Street, a distance of 155.05 feet to the point of beginning.

The above described parcels contains 33,190 Square Feet (0.76 Acres), more or less, of land.

Proposed Lot 3

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 3 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point at the intersection of the easterly street line of Clifford Street and the northerly street line of Richmond Street, also being the southwesterly corner of the herein described parcel;

Thence N 35°19'31" E, bounded westerly by said Clifford Street, a distance of 143.30 feet;

The following three (3) courses bounded by land now or formerly of Trinity Presbyterian Church (AP 20, Lot 343):

1. S 54°40'29" E, a distance of 11.00 feet;
2. N 61°53'25" E, a distance of 89.44 feet;
3. S 54°40'29" E, a distance of 40.20 feet;

Thence S 35°16'14" E, bounded northerly by Proposed Lot 4, a distance of 41.02 feet;

The following five (5) courses bounded by Proposed Lot 1 land:

1. S 26°46'33" E, a distance of 84.78 feet;
2. N 64°08'37" E, a distance of 9.77 feet;
3. S 25°02'42" E, a distance of 65.97 feet;
4. S 21°49'35" W, a distance of 15.93 feet;
5. S 63°19'21" W, a distance of 150.62 feet to Richmond Street;

Thence N 53°56'52" W, bounded southwesterly by Richmond Street, a distance of 199.90 feet to the point of beginning.

The above described parcels contains 46,853 Square Feet (1.08 Acres), more or less, of land.

Proposed Lot 4

That certain parcel of land, with all buildings and improvements, situated northerly of Richmond Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 4 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point on the easterly street line of Eddy Street and the southerly corner of land now or formerly of Brown University (AP 20, Lot 363), also being the westerly line of the herein described parcel;

Thence N 24°32'41" E, bounded westerly by said Brown University (AP 20, Lot 363) land, a distance of 136.70 feet;

The following two (2) courses bounded by Proposed Lot 2 land:

1. S 54°40'29" E, a distance of 129.04 feet;
2. S 03°46'16" E, a distance of 5.41 feet;

The following three (3) courses bounded by Proposed Lot 1 land:

1. S 86°13'44" W, a distance of 45.15 feet;
2. S 04°04'01" E, a distance of 122.19 feet;
3. S 63°13'33" W, a distance of 245.04 feet;

Thence N 35°16'14" E, bounded southerly by Proposed Lot 3, a distance of 41.02 feet;

Thence N 35°19'31" E, bounded westerly in part by Trinity Presbyterian Church (AP 20, Lot 343), in part by Brown University (AP 20, Lot 301) land, a distance of 152.89 feet to Eddy Street;

Thence N 61°45'06" E, bounded northwesterly by said Eddy Street, a distance of 40.14 feet;

Thence N 28°14'54" W, bounded southwesterly by said Eddy Street, a distance of 15.52 feet to the point of beginning.

The above described parcels contains 35,254 Square Feet (0.81 Acres), more or less, of land.

Proposed Lot 5

That certain parcel of land, with all buildings and improvements, situated westerly of Dyer Street in the City of Providence, Providence County, the State of Rhode Island and Providence Plantations and shown as Proposed Lot 5 on that plan entitled "Subdivision Plan, I-195 Parcels 22 & 25, Providence, Rhode Island, I-195 Redevelopment District for BETA Group, Inc. and prepared by DiPrete Engineering" Scale 1"=40', Dated June 1, 2017" consisting of Sheet 1 of 1, recorded on August 2, 2017 in Plan Book 90, Page 73 in the Providence Land Evidence Records and being more particularly described as follows:

Beginning at a point at the intersection of the westerly street line of Dyer Street and the northerly street line of Ship Street, also being the southeasterly corner of the herein described parcel;

Thence S 73°10'57" W, bounded southerly by said Ship Street, a distance of 25.51 feet to Eddy Street;

Thence N 28°14'54" W, bounded westerly by said Eddy Street, a distance of 82.30 feet;

Thence N 07°23'38" W, a distance of 112.36 feet;

Thence N 85°45'04" W, bounded northerly by Proposed Lot 1 land, a distance of 64.54 feet;

Thence S 04°14'52" E, bounded easterly by the westerly street line of Dyer Street, a distance of 181.82 feet to the point of beginning.

The above described parcels contains 9,956 Square Feet (0.23 Acres), more or less, of land.

EXHIBIT B

For the purposes of this Declaration, the term "Maintenance and Improvement Expenses" shall consist of the following:

(a) all costs (including any contribution by the Declarant to such costs if maintenance is shared with and/or performed by other parties) of maintaining the Parks and the other Improvements, including but not limited to landscaping and snow removal, tree and lawn care, trash and graffiti removal, and all repairs and replacements (subject to the limitations in capital expenses set forth below) necessary to maintain the Parks and other Improvements in a first-class condition;

(b) all costs of any insurance with respect to the Parks and the other Improvements carried by Declarant;

(c) the costs of all utilities provided to the Parks and the other Improvements;

(d) all salaries, wages, fringe benefits, payroll taxes and workmen's compensation premiums of all employees, engaged in the operation and maintenance of the Parks and the other Improvements;

(e) all costs of providing security to the Parks and the other Improvements;

(f) the cost of any equipment purchased or leased by Declarant and used in the maintenance or operation of the Parks and the other Improvements.

The following shall not constitute Maintenance and Improvement Expenses:

1. Capital expenditures in excess of \$100,000 per year (increased each year after 2017 by an amount equal to the increase in the CPI for the immediately preceding calendar year).

2. Programming expenses.

SCHEDULE 1

Parcel Contributions to Maintenance Assessment*

<u>Parcel</u>	<u>Maximum Permitted FAR</u>	<u>Percent of Contribution</u>	<u>Percentage Interest</u>
1A	50,000 sf	1.12	1.12
2	90,000 sf	2.02	2.02
5	146,000 sf	3.28	3.28
6	220,000 sf	4.94	4.94
8	54,900 sf	1.23	1.23
8A	119,000 sf	2.67	2.67
9	90,000 sf	2.02	2.02
14	0	0	0
15	0	0	0
27	147,000 sf	3.19	3.19
28	384,000 sf	8.63	8.63
30	135,000 sf	3.03	3.03
34	475,000 sf	10.67	10.67
35	832,000 sf	18.69	18.69
37	252,000 sf	5.66	5.66
41	175,000 sf	3.93	3.93
42	286,000 sf	6.43	6.43
Proposed Lot 1	200,000 sf	4.49	4.49
Proposed Lot 2	101,000 sf	2.27	2.27
Proposed Lot 3	321,000 sf	7.21	7.21
Proposed Lot 4	250,000 sf	5.62	5.62
Proposed Lot 5	128,000 sf	2.88	2.88

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Received for Record
Sep 25, 2018 at 12:34P
Document Num: 00181763
John A. Murphy
Recorder of Deeds

* The foregoing percentages are based on the maximum floor area ratio ("FAR") permitted to be built on each Parcel compared to the maximum FAR permitted to be built on all Parcels based on current zoning. As development of each Parcel is completed, the actual FAR built on such Parcel and the resulting total maximum permitted FAR for all Parcels shall be calculated and the Percent of Contribution and Percentage Interest of all Parcels, and this Schedule 1, shall be adjusted accordingly. This Schedule 1 shall also be amended in the event of subdivision/consolidation of any Parcel(s).

SECOND AMENDMENT TO DECLARATION OF COVENANTS

This Second Amendment to Declaration of Covenants ("Amendment") is made as of the ^{15th} day of October, 2019, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 of Title 42 of the Rhode Island General Laws (the "Declarant").

WITNESSETH

WHEREAS, pursuant to Declaration of Covenants dated September 22, 2017 and recorded in the Land Evidence Records of the City of Providence in Book 11034, Page 252 as amended by Amendment to Declaration of Covenants dated July 25, 2018 and recorded in said Land Evidence Records in Book 12111, Page 64 (as amended, the "Declaration"), the Declarant has imposed covenants on land located in Providence, Rhode Island and more particularly described in the Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration to, inter alia, amend the procedures concerning the Maintenance Assessment; and

WHEREAS, capitalized terms not defined herein shall have the meanings attributed to such terms in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. In order to include the word "Lots" inadvertently missing from Section 1.1 of the Declaration, Section 1.1 is hereby deleted in its entirety and the following is substituted therefor:

"1.11 Parcel and Parcels. The terms "Parcel" or Parcels" shall mean any one or more of those certain tracts or parcels of the Subject Property in the City of Providence, delineated as Parcels 1A, 2, 5, 6, 8, 8A, 9, 14, 15, 22 and 25 (as consolidated and subdivided into Proposed Lots 1, 2, 3, 4 and 5), 27, 28, 34, 35, 37, 41, and 42 on the Plat and any tract or parcel resulting consolidation and/or subdivision of any such tracts or parcels."

2. Section 3.1 is hereby deleted in its entirety and the following is substituted therefor:

"3.1 Shared Costs of Maintenance and Improvements Expenses.

(a) The Declarant anticipates contributing to the Maintenance and Improvement Expenses incurred in the operation and maintenance of the Parks as well as the operation and maintenance of the other Improvements with respect to each Parcel until such time that a Parcel is conveyed to an Owner and such Owner is required to commence paying Maintenance Assessments (as hereinafter defined) in accordance with this Section 3.1. Notwithstanding any other provision of this Declaration, no Owner shall be required to commence paying any Maintenance Assessments pursuant to this Declaration unless and until the earlier to occur of (x) the date the building or first building (if more than one building is to be built) on such Owner's Parcel is completed as evidenced by a temporary or permanent certificate of occupancy, and (y) if applicable, the date by which such Owner is required, pursuant to a

separate Development Covenant and Agreement with Declarant, to complete construction of the building or first building (if more than one building is to be built) on such Owner's Parcel.

(b) Each Owner shall be assessed a charge (the "Maintenance Assessment") for its share of payment of the Maintenance and Improvement Expenses as described in and determined under the provisions of paragraph 3.1(b)(ii), below.

(i) Authority. The Declarant shall have the power to levy, subject to any Mortgage now or hereafter a lien against any Parcel, assessments upon and against the Owners of the Parcels for the purpose of carrying out the obligations, duties, and powers herein set forth, including any legal and other costs incurred in enforcing this Declaration against such Parcel Owner in accordance with the terms hereof. All assessments shall be on a fiscal year (July 1 – June 30) basis. All assessments for any fiscal year shall be levied on or before July 1 of that year and shall be payable quarterly on each of July 1, October 1, January 1 and April 1 or on such other schedule (but not more frequently than monthly) as the Declarant may elect. Maintenance Assessments may be prorated for the number of days a Parcel is owned with respect to the fiscal year in which the closing on a Parcel occurs.

(ii) Initial Assessment; Annual Assessments; Limitation on Annual Increases. The Maintenance Assessment for fiscal year 2020 (July 1, 2019 – June 30, 2020) shall be \$0.42 per net rentable square feet of building(s) located on each Parcel. The Maintenance Assessment for fiscal year 2020 shall be prorated based upon the date after July 1, 2019 on which access to Parcels P-2 and P-4 is available to the general public. Beginning with fiscal year 2020 and continuing with each fiscal year thereafter, on or about July 1 of each year, the Declarant shall adopt a budget for the current fiscal year and promptly thereafter provide each Owner with a true and accurate copy of such budget, and the Maintenance Assessment shall be increased annually to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 ("CPI") published by the United States Department of Labor at www.bls.gov/cpi (or such other index which is most consistent therewith if the CPI is no longer published) over the prior twelve (12) month period, utilizing the most currently available CPI figure in comparison with the CPI figure for the same calendar month twelve (12) months previously. Subject to paragraph 3(b)(vi) below, notwithstanding the previous sentence, in no event shall the assessment for any fiscal year be less than the assessment for the immediately previous fiscal year.

- (iii) Use of Funds. All assessment funds received by the Declarant shall be only used to pay for the Maintenance and Improvement Expenses.
 - (iv) Notice of Assessment. Notice of each assessment shall be given by (a) sending a written notice by postage prepaid certified mail addressed to the address last provided by Owner in writing to the Declarant or if none is provided, to the last known or usual post office address of the Owner of any Parcel or (b) email to the email address last provided by Owner in writing to the Declarant or (c) posting a brief notice of the assessment upon the Parcel itself; provided, however, that any such notice sent by email shall also be sent to Owner in accordance with clause (a) of this paragraph 3(b)(iv).
 - (v) Nonpayment of Assessment. Every assessment shall become due and payable within thirty (30) business days after notice is given as herein above provided, and if unpaid after said thirtieth (30th) day, the assessment shall be deemed delinquent and the Declarant shall have the remedies set forth in Section 3.2.
 - (vi) Surpluses. The Declarant shall not be obligated to spend in any calendar year all the sums collected in such year by way of assessments, or otherwise, and may carry forward as surplus any balances remaining, provided, however, that the aggregate amount of any surplus carried forward from year to year shall not exceed an amount equal to ten percent (10%) of the annual assessment for the year then concluded. Any additional surplus amount shall be applied to the reduction of the amount of the Maintenance and Improvement Expenses in the succeeding year and reduce the amount of the Maintenance Assessment for such succeeding year. Any such reduction shall be allocated pro rata to each Parcel based on the payment made with respect to such Parcel in the previous year. To the extent a surplus exists for three (3) consecutive calendar years, (a) the additional surplus amount shall be returned pro rata to each Owner and (b) Declarant shall adjust the Maintenance Assessment for the immediately succeeding fiscal year to reflect such historical budget data for the prior three (3) calendar years.
- (c) Limitation. Nothing contained herein shall preclude an Owner from recovering from any person liable therefor, damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or landscaping on his Parcel.”

3. Schedule 1 attached to the Declaration is hereby deleted in its entirety.

4. Except as amended hereby, the Declaration remains in full force and effect and is hereby ratified and confirmed.

[Signature Page Follows]

Doc No: 00240689
Book: 12531 Page: 6

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

By: Caroline Skuncik
Name: Caroline Skuncik
Title: Executive Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On October 15, 2019, before me, the undersigned notary public, personally appeared Caroline Skuncik, Executive Director of the I-195 Redevelopment District, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and she acknowledged the same to be the free act and deed of the I-195 Redevelopment District, and her own free act and deed in her capacity as Executive Director of said I-195 Redevelopment District, and individually.

Charles F. Rogers Jr.
Notary Public
Print Name CHARLES F. ROGERS JR.
My Commission expires _____

CHARLES F. ROGERS, JR., Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires: 7/2/21

JOINDER

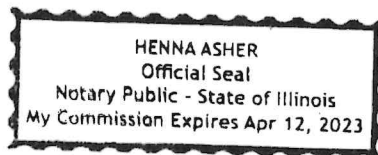
Providence Innovation District Phase I Owner, LLC, owner of Proposed Lot 1, joins in the execution of the Amendment to evidence its consent to the foregoing.

PROVIDENCE INNOVATION DISTRICT
PHASE I OWNER, LLC, a Delaware limited
liability company

By: [Signature]
Name: JAMES MENDELSON
Title: AUTHORIZED SIGNATORY

STATE OF RHODE~~ISLAND~~ ILLINOIS)
COUNTY OF PROVIDENCE COOK)

On this 8th day of October, 2019, before me, the undersigned notary public, personally appeared James Mendelson, Authorized Signatory as aforesaid and not individually, proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose, as authorized Signatory of Providence Innovation District Phase I Owner, LLC, a Delaware limited liability company.



Notary Public: [Signature]
(official signature and seal of notary)
My commission expires: April 12, 2023

RECEIVED:

Providence
Received for Record
Oct 31, 2019 at 10:31A
Document Num: 00240689
John A Murphy
Recorder of Deeds

CORRECTIVE AMENDMENT TO DECLARATION OF COVENANTS

This Corrective Amendment to Declaration of Covenants ("Amendment") is made as of the 20th day of November, 2019, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 of Title 42 of the Rhode Island General Laws (the "Declarant").

WITNESSETH

WHEREAS, pursuant to Declaration of Covenants dated September 22, 2017 and recorded in the Land Evidence Records of the City of Providence in Book 11834, Page 251 as amended by Amendment to Declaration of Covenants dated July 25, 2018 and recorded in said Land Evidence Records in Book 12111, Page 64 (the "First Amendment") as further amended by Second Amendment to Declaration of Covenants dated October 15, 2019 and recorded in said Land Evidence Records in Book 12531, Page 3 (the "Second Amendment") (the Original Declaration as amended by the First Amendment and the Second Amendment, the "Declaration"), the Declarant has imposed covenants on land located in Providence, Rhode Island and more particularly described in the Declaration; and

WHEREAS, each of the First Amendment and the Second Amendment contain incorrect references to the book and page in the Land Evidence Records at which the Original Declaration is recorded and the Declarant wishes to correct such incorrect references; and

WHEREAS, capitalized terms not defined herein shall have the meanings attributed to such terms in the Declaration.

NOW, THEREFORE, this Amendment is executed to confirm that the Original Declaration is recorded in said Land Evidence Records in Book 11834, at Page 251 and the references to the Original Declaration in each of the First Amendment and the Second Amendment are revised accordingly.

The Declaration remains in full force and effect and is hereby ratified and confirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

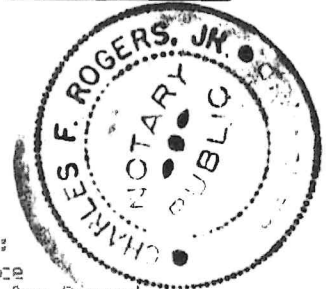
By: Caroline Skuncik
Name: Caroline Skuncik
Title: Executive Director

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

In Providence on the 20th day of November, 2019, before me personally appeared Caroline Skuncik, the Executive Director of I-195 Redevelopment District, a public instrumentality and body corporate and public of the State of Rhode Island and Providence Plantations under Chapter 64.14 of Title 42 of the Rhode Island General Laws, as amended and Chapters 245 and 267 of the Rhode Island Public Laws, and proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, in her capacity as Executive Director, and individually, and the free act and deed of said I-195 Redevelopment District. Before me.

Charles F. Roberts Jr
Notary Public
Print Name CHARLES F. ROBERTS JR
My Commission expires 7/2/21
Affix Seal

Notary # 13378



RECEIVED:
Providence
Received for Record
NOV 21, 2019 11:08 AM
Document Num: 2019242624
John A Murphy
Recorder of Deeds

THIRD AMENDMENT TO DECLARATION OF COVENANTS

This Third Amendment to Declaration of Covenants ("Amendment") is made as of the 11TH day of December, 2024, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 of Title 42 of the Rhode Island General Laws (the "Declarant").

WITNESSETH

WHEREAS, pursuant to Declaration of Covenants dated September 22, 2017 and recorded in the Land Evidence Records of the City of Providence in Book 11834, Page 251, as amended by Amendment to Declaration of Covenants dated July 25, 2018 and recorded in said Land Evidence Records in Book 12111, Page 64, and by Second Amendment to Declaration of Covenants dated October 15, 2019 and recorded in said Land Evidence Records in Book 12531, Page 3, and by Corrective Amendment to Declaration of Covenants dated November 20, 2019 and recorded in said Land Evidence Records in Book 12555, Page 18 (as amended, the "Declaration"), the Declarant has imposed covenants on land located in Providence, Rhode Island and more particularly described in the Declaration; and

WHEREAS, (a) Parcel 9 has been subdivided into two parcels and (b) Parcels 2, 14, 42, P-4 and Proposed Lot 3 (now known as Lot 411 f/k/a Lot 402 on Assessor's Plat 20) have been reconfigured; and

WHEREAS, the Declarant wishes to amend the Declaration to (a) reflect the subdivision of Parcel 9 and (b) update the legal descriptions of Parcels 2, 14, 42, P-4 and Proposed Lot 3 (now known as Lot 411 f/k/a Lot 402 on Assessor's Plat 20) to reflect such reconfigurations; and

WHEREAS, capitalized terms not defined herein shall have the meanings attributed to such terms in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Parcel 2. The legal description of Parcel 2 attached to the Declaration is deleted in its entirety and the legal description identified as Parcel 2 on Exhibit A attached hereto is substituted therefor.
2. Parcel 9. Parcel 9 has been subdivided into two parcels. Accordingly, the legal description of Parcel 9 attached to the Declaration is deleted in its entirety and the legal descriptions of Proposed Lot 1 of Parcel 9 and Proposed Lot 2 of Parcel 9 on Exhibit A are substituted therefor.
3. Parcel 14. The legal description of Parcel 14 attached to the Declaration is deleted in its entirety and the legal description identified as Parcel 14 on Exhibit A is substituted therefor.
4. Parcel 42. The legal description of Parcel 42 attached to the Declaration is deleted in its entirety and the legal description identified as Parcel 42 on Exhibit A is substituted therefor.

5. Parcel P-4. The legal description of Parcel P-4 attached to the Declaration is deleted in its entirety and the legal description identified as Parcel P-4 on Exhibit A is substituted therefor.

6. Proposed Lot 3. The legal description of Proposed Lot 3 attached to the Declaration is deleted in its entirety and the legal description identified as Proposed Lot 3 (now known as Lot 411 f/k/a Lot 402 on Assessor's Plat 20) on Exhibit A is substituted therefor.

7. Ratification. Except as amended hereby, the Declaration remains in full force and effect and is hereby ratified and confirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

By: Carole Skuncik
Name: Caroline Skuncik
Title: Executive Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On December 11, 2024, before me, the undersigned notary public, personally appeared Caroline Skuncik, Executive Director of the I-195 Redevelopment District, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and she acknowledged the same to be the free act and deed of the I-195 Redevelopment District, and her own free act and deed in her capacity as Executive Director of said I-195 Redevelopment District, and individually.

John M. Rizzini
Notary Public
Print Name John M. Rizzini
My Commission expires 9/15/2025

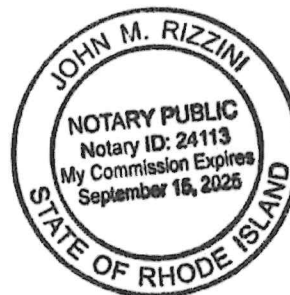


EXHIBIT A

Parcel 2

Beginning at a point on the northwesterly line of Dollar Street said point being the intersection made with the said northwesterly line of Dollar Street and the most southwesterly line of South Main Street. Said point and place of beginning being the most easterly corner of the parcel herein described.

Then S 35° 19' 53" W following the said northwesterly line of Dollar Street a distance of 158.90 feet to the intersection made with the said northwesterly line of Dollar Street and the most northeasterly line of South Water Street.

Thence northwesterly and northerly following a curve to the right having a radius of 568.00 feet and following the said northeasterly line of South Water Street a distance of 156.20 feet to a point of tangency.

Thence N 33° 51' 49" W following the said northeasterly line of South Water Street a distance of 306.84 feet to the intersection made with the said northeasterly line of South Water Street and the southeasterly line of James Street.

Thence N 55° 45' 24" E following said southeasterly line of James Street a distance of 56.20 feet to land owned now or formerly by Dolphin House LTD.

Thence S 34° 14' 36" E running along said Dolphin House LTD land and other lands owned by said Dolphin House LTD a distance of 115.90 feet to an angle in said boundary line.

Thence N 80° 29' 31" E running along said Dolphin House LTD land a distance of 39.29 feet to an angle in said boundary line.

Thence N 55° 04' 40" E running along said Dolphin House LTD land a distance of 22.91 feet to the said southwesterly line of South Main Street.

Thence S 39° 02' 00" E following the said southwesterly line of South Main Street a distance of 117.51 feet to an angle in said street line.

Thence S 53° 16' 17" E following the said southwesterly line of South Main Street a distance of 21.29 feet to an angle point in said street line.

Thence southeasterly and easterly following a curve to the left having a radius of 830.00 feet and following the said southwesterly line of South Main Street a distance of 141.20 feet to the point and place of beginning. Containing 49,154 square feet or 1.1284 acres.

Parcel 9

Proposed Lot 1

That certain parcel of land, with all buildings and improvements, situated southerly of George M. Cohan Boulevard, southeasterly of Alves Way, and northeasterly of South Main Street, in the City of Providence, Providence County, the State of Rhode Island and shown as **Proposed Lot 1** on that plan entitled *Subdivision Plan, 55 George M. Cohan Boulevard, Assessor's Plat 18 Lot 355, Providence, Rhode Island, Scale 1"=20', Dated December 15, 2022, Plan by DiPrete Engineering as shown on a Plan recorded in the Providence Land Evidence Records in Plan Book 100, Page 65* and being more particularly described as follows:

Beginning at a nail at the southeasterly intersection of Alves Way and South Main Street, said point being the most westerly corner of the herein described parcel,

Thence the following three (3) courses along the southeasterly street line of Alves Way:

1. In a northeasterly direction with a non-tangent curve turning to the right, with a radius of 47.00 feet, a central angle of $33^{\circ}22'37''$, a tangent length of 14.09 feet, a chord bearing of North $39^{\circ}05'27''$ East, a chord distance of 26.99 feet, and an arc length of 27.38 feet to a nail;
2. North $55^{\circ}46'46''$ East, a distance of 121.16 feet an iron rod;
3. South $81^{\circ}15'19''$ East, a distance of 21.99 feet to a drill hole at the southeasterly intersection of Alves Way and George M. Cohan Boulevard;

Thence the following three (3) courses along the southerly street line of George M. Cohan Boulevard:

1. South $34^{\circ}13'56''$ East, a distance of 37.35 feet;
2. In a easterly direction with a tangent curve turning to the left, with a radius of 60.00 feet, a central angle of $65^{\circ}40'58''$, a tangent length of 38.73 feet, a chord bearing of South $67^{\circ}04'25''$ East, a chord distance of 65.08 feet, and an arc length of 68.78 feet to a drill hole;
3. North $80^{\circ}05'06''$ East, a distance of 28.88 feet to the northwesterly corner of Proposed Lot 2 on the above referenced plan;

Thence South $09^{\circ}55'03''$ East, bounded easterly by said Proposed Lot 2, a distance of 111.20 feet to the northerly street line of South Main Street;

Thence in a westerly direction with a non-tangent curve turning to the right, along said street line, with a radius of 314.00 feet, a central angle of $52^{\circ}30'47''$, a tangent length of 154.89 feet, a

chord bearing of North 74°19' 40" West, a chord distance of 277.82 feet, and an arc length of 287.79 feet to the point of beginning.

The above-described parcel contains 27,834 square feet (0.64 acres), more or less.

Proposed Lot 2

That certain parcel of land, with all buildings and improvements, situated southerly of George M. Cohan Boulevard, and northerly of Interstate Route I-195, in the City of Providence, Providence County, the State of Rhode Island and shown as **Proposed Lot 2** on that plan entitled *Subdivision Plan, 55 George M. Cohan Boulevard, Assessor's Plat 18 Lot 355, Providence, Rhode Island, Scale 1"=20', Dated December 15, 2022, Plan by DiPrete Engineering as shown on a Plan recorded in the Providence Land Evidence Records in Plan Book 100, Page 65* and being more particularly described as follows:

Beginning at a drill on the southerly street line of George M. Cohan Boulevard, said point being the northeasterly corner of the herein described parcel:

Thence the following three (3) courses along the northerly line of Interstate Route I-195

1. South 09°54' 54" East a distance of 46.61 feet;
2. South 55°39' 07" West a distance of 88.22 feet;
3. In a southwesterly direction with a tangent curve turning to the right, with a radius of 314.00 feet, a central angle of 23°45' 49", a tangent length of 66.07 feet, a chord bearing of South 67°32' 02" West, a chord distance of 129.30 feet, and an arc length of 130.23 feet to the southeasterly corner of Proposed Lot 1 on the above referenced plan;

Thence North 09°55' 03" West, bounded westerly by said Proposed Lot 1, a distance of 111.20 feet to the southerly street line of George M. Cohan Boulevard;

Thence North 80°05' 06" East, along said street line, a distance of 206.54 feet to the point of beginning.

The above-described parcel contains 18,052 square feet (0.41 acres), more or less

Parcel 14

Beginning at a point on the northwesterly line of Peck Street, said point being at the common front corner of land now or formerly owned by I-195 Redevelopment District being Lot 393 as shown on Assessor's Plat 20 and other land owned by I-195 Redevelopment District shown as Lot 394 on Assessor's Plat 20. Said point and place of beginning being the most southerly corner of the parcel herein described.

Thence N 49° 33' 48" W running along the division line separating Lots 394 and 393 both owned by I-195 Redevelopment District a distance of 15.00 feet to land now or formerly by Brown University.

Thence N 21° 16' 31" W running with said Brown University land a distance of 79.74 feet to an angle point.

Thence N 51° 28' 13" W running with said Brown University land a distance of 23.50 feet to an angle point.

Thence N 38° 31' 47" E running with said Brown University land a distance of 39.77 feet to an angle point.

Thence N 00° 58' 39" W running with said Brown University land a distance of 92.03 feet to an angle point on the street line of Peck Street.

Thence southeasterly and southerly following a curve to the right and having a radius of 120.00 feet following said Peck Street line a distance of 64.36 feet to a point of tangency. Said point being 63.59 feet from the previous corner described when measured at a bearing of S 38° 51' 16" E following the chord line of said curved line.

Thence S 23° 29' 19" E following the said street line of Peck Street a distance of 104.00 feet to a point of curvature.

Thence southerly and southwesterly following a curve to the right having a radius of 26.76 feet and following the street line of Peck Street a distance of 29.86 feet to a point of tangency. Said point being 28.33 feet from the previous corner described when measured at a bearing of S 08° 28' 17" W following the chord line of said curved line.

Thence S 40° 26' 12" W running along said Peck Street line a distance of 64.20 feet to the point and place of beginning. Containing 11,468 square feet or 0.2633 Acres

Parcel 42

A.P. 20, Lot 397

Dyer Street & Peck Street
Providence, Rhode Island

That certain tract or parcel of land situated easterly of Dyer Street and southerly of Peck Street in the City of Providence, Providence County, State of Rhode Island, being delineated as "**A.P. 20, Lot 397, Proposed Area: 37,067 S.F. (0.851 Ac.)**" on that plan entitled "Administrative Subdivision Plan, A.P. 20, Lots 397 & 399, Dyer Street & Peck Street, Providence, Rhode Island, Fuss & O'Neill, Inc., 317 Iron Horse Way, Suite 204, Providence, Rhode Island 02908, Project No. 23-079, Scale: 1"=40', Date: 03/22/2024 by Waterman Engineering Company 46 Sutton Avenue East Providence, Rhode Island 02914, Bradford J. Travers, P.L.S. #2521", as shown on a Plan recorded in the Providence Land Evidence Records in Plan Book 103, Page 119 and being more particularly described as follows:

Beginning at the intersection between the easterly street line of Dyer Street with the southerly street line of Peck Street, said point being the northwesterly corner of land now or formerly of the I-195 Redevelopment District and the northwesterly corner of the parcel herein-described;

thence proceeding N 65°48'45" E, by and with the southerly street line of said Peck Street, a distance of nine and 95/100 (9.95') feet to an angle point;

thence proceeding S 49°35'27" E, in part by and with the southerly street line of said Peck Street and in part bounded northerly by other land now or formerly of the I-195 Redevelopment District, a distance of two hundred twenty three and 87/100 (223.87') feet to the northeasterly corner of the parcel herein-described;

thence proceeding S 16°17'58" W, bounded easterly by the said I-195 Redevelopment District land, a distance of one hundred seventy eight and 90/100 (178.90') feet to the southeasterly corner of the parcel herein-described;

thence proceeding S 85°44'05" W, bounded southerly by the said I-195 Redevelopment District land, a distance of one hundred six and 41/100 (106.41') feet to the easterly street line of said Dyer Street and the southwesterly corner of the parcel herein-described;

thence proceeding N 04°08'32" W, by and with the easterly street line of said Dyer Street, a distance of three hundred twenty one and 51/100 (321.51') feet to the point and place of beginning.

The above-described parcel contains 37,067 square feet (0.851 acres) of land and is subject to existing easements of record.

Parcel P-4

A.P. 20, Lot 399

Dyer Street & Peck Street
Providence, Rhode Island

That certain tract or parcel of land situated easterly of Dyer Street and southerly of Peck Street in the City of Providence, Providence County, State of Rhode Island, being delineated as "**A.P. 20, Lot 399, Proposed Area: 211,561 S.F. +/- (4.86 Ac. +/-)**" on that plan entitled "Administrative Subdivision Plan, A.P. 20, Lots 397 & 399, Dyer Street & Peck Street, Providence, Rhode Island, Fuss & O'Neill, Inc., 317 Iron Horse Way, Suite 204, Providence, Rhode Island 02908, Project No. 23-079, Scale: 1"=40', Date: 03/22/2024 by Waterman Engineering Company 46 Sutton Avenue East Providence, Rhode Island 02914, Bradford J. Travers, P.L.S. #2521", as shown on a Plan recorded in the Providence Land Evidence Records in Plan Book 103, Page 119 and being more particularly described as follows:

Commencing at the intersection between the easterly street line of Dyer Street with the southerly street line of Peck Street, said point being the northwesterly corner of other land now or formerly of the I-195 Redevelopment District;

thence proceeding N 65°48'45" E, by and with the southerly street line of said Peck Street, a distance of nine and 95/100 (9.95') feet to an angle point;

thence proceeding S 49°35'27" E, by and with the southerly street line of said Peck Street, a distance of one hundred forty one and 29/100 (141.29') feet to the point and place of beginning, said point being the westerly corner of land now or formerly of the I-195 Redevelopment District and the westerly corner of the parcel herein-described;

thence proceeding N 40°24'33" E, by and with the southerly street line of said Peck Street, a distance of three hundred fifty six and 16/100 (356.16') feet to the State Highway Line at land now or formerly of the State of Rhode Island and the northerly corner of the parcel herein-described;

thence proceeding S 24°04'00" E, by and with the State Highway Line and bounded easterly by the said State land, a distance of five hundred forty three (543'+/-) feet, more or less, to the mean high water line of the Providence River and the southeasterly corner of the parcel herein-described;

thence proceeding westerly, by and with the mean high water line of the Providence River, a distance of three hundred sixty three (363'+/-) feet, more or less, to land now or formerly of the Narragansett Electric Company;

thence proceeding S 73°11'57" W, by and with the said Narragansett Electric Company land, a distance of two hundred twenty five (225'+/-) feet, more or less, to an angle point;

thence proceeding S 15°10'08" W, bounded easterly by the said Narragansett Electric Company land, a distance of one hundred forty nine and 12/100 (149.12') feet to the easterly street line of said Dyer Street at a non-tangent point of curvature and the southwest corner of the parcel herein-described;

thence proceeding northwesterly along the arc of a curve deflecting to the right having a central angle of 9°56'39", a radius of 281.50', an arc distance of forty eight and 86/100 (48.86') feet, chord bearing of N 09°06'52" W and chord length of 48.80' to a point of tangency;

thence proceeding N 04°08'32" W, by and with the easterly street line of said Dyer Street, a distance of three hundred twenty three and 89/100 (323.89') feet to other land now or formerly of the I-195 Redevelopment District;

thence proceeding N 85°44'05" E, bounded northerly by the said I-195 Redevelopment District land, a distance of one hundred six and 41/100 (106.41') feet to a corner;

thence proceeding N 16°17'58" E, bounded westerly by the said I-195 Redevelopment District land, a distance of one hundred seventy eight and 90/100 (178.90') feet to a corner;

thence proceeding N 49°35'27" W, bounded southerly by the said I-195 Redevelopment District land, a distance of eighty two and 58/100 (82.58') feet to the point and place of beginning.

The above-described parcel contains 211,561+/- square feet (4.86+/- acres) of land, more or less, and is subject to existing easements of record.

Proposed Lot 3

(now known as Lot 411 f/k/a Lot 402 on Assessor's Plat 20)

That parcel of land situated in the City of Providence, County of Providence and State of Rhode Island bounded and described as follows:

Beginning at the intersection of the easterly line of Clifford Street with the northerly line of Richmond Street;

Thence N35°27'36"E along the easterly line of Clifford Street a distance of one hundred forty-three and 29/100 (143.29') to a point;

Thence S54°34'05"E a distance of eleven and 00/100 feet (11.00') to a point;

Thence N62°01'24"E a distance of eighty-nine and 44/100 feet (89.44') to a point;

Thence S54°32'30"E a distance of forty and 20/100 feet (40.20') to a point, the last three described courses bounded northerly by land now or formerly of 72 Clifford Street Condominium;

Thence 35°08'30"E bounded northeasterly by land now or formerly of I-195 Redevelopment District a distance of forty-one and 03/100 feet (41.03') to a point;

Thence S26°38'26"E a distance of eighty-four and 78/100 feet (84.78') to a point;

Thence N64°16'36"E a distance of nine and 77/100 feet (9.77') to a point;

Thence S24°54'43"E a distance of sixty-five and 97/100 feet (65.97') to a point;

Thence S21°57'34"W a distance of fifteen and 93/100 feet (15.93') to a point;

Thence S63°27'20"W a distance of one hundred fifty and 11/100 (150.11') to Richmond Street, the last six described courses bounded northeasterly by land now or formerly of Providence Innovation District Phase I Owner LLC;

Thence N53°56'39"W along the northerly line of Richmond Street a distance of two hundred and 14/100 feet (200.14') to the point of beginning.

Parcel contains 46,810 square feet or 1.07461 acres more or less.

RECEIVED:
Providence
Received for Record
DEC 12, 2024 10:59 AM
Document Num: 2024381584
Jeanne Pascone
Recorder of Deeds

FOURTH AMENDMENT TO DECLARATION OF COVENANTS

This Fourth Amendment to Declaration of Covenants ("Amendment") is made as of the 30 day of September, 2026, by **I-195 REDEVELOPMENT DISTRICT**, a public corporation established pursuant to Chapter 64.14 of Title 42 of the Rhode Island General Laws (the "Declarant").

WITNESSETH

WHEREAS, pursuant to Declaration of Covenants dated September 22, 2017 and recorded in the Land Evidence Records of the City of Providence in Book 11834, Page 251, as amended by Amendment to Declaration of Covenants dated July 25, 2018 and recorded in said Land Evidence Records in Book 12111, Page 64, by Second Amendment to Declaration of Covenants dated October 15, 2019 and recorded in said Land Evidence Records in Book 12531, Page 3, by Corrective Amendment to Declaration of Covenants dated November 20, 2019 and recorded in said Land Evidence Records in Book 12555, Page 18, and by Third Amendment to Declaration of Covenants dated December 11, 2024 and recorded in said Land Evidence Records in Book 14301, Page 332 (as amended, the "Declaration"), the Declarant has imposed covenants on land located in Providence, Rhode Island and more particularly described in the Declaration; and

WHEREAS, (a) land abutting Parcel 34 formerly owned by the City of Providence has been added to Parcel 34, (b) land formerly owned by an abutter, Bassett Chestnut I, LLC, has been added to Parcel 34 and (c) a portion of Parcel 34 has been conveyed to Bassett Chestnut I, LLC; and

WHEREAS, the Declarant wishes to amend the Declaration to (a) revise the legal description of Parcel 34 to reflect such conveyances of additional land and (b) release from the terms and provisions of the Declaration the portion of Parcel 34 conveyed to Bassett Chestnut I, LLC; and

WHEREAS, capitalized terms not defined herein shall have the meanings attributed to such terms in the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Parcel 34. The legal description of Parcel 34 attached to the Declaration is deleted in its entirety and the legal description identified as Parcel 34 on Exhibit A attached hereto is substituted therefor.
2. Release. That portion formerly of Parcel 34 described on Exhibit B attached hereto and conveyed by Declarant to Bassett Chestnut I, LLC by deed of even date is hereby released and discharged from the terms and conditions of the Declaration.
3. Ratification. Except as amended hereby, the Declaration remains in full force and effect and is hereby ratified and confirmed.

[Signature Page Follows]



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BK: 14851 PG: 77
Recorded: 09/30/2026 03:25 PM
City of Providence Rhode Island
LeYhana Silva, Recorder of Deeds

Pages: 4

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as an instrument under seal as of the date first written above.

DECLARANT:

I-195 Redevelopment District

By: Caroline Skuncik
Name: Caroline Skuncik
Title: Executive Director

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On June 25, 2026, before me, the undersigned notary public, personally appeared Caroline Skuncik, Executive Director of the I-195 Redevelopment District, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and she acknowledged the same to be the free act and deed of the I-195 Redevelopment District, and her own free act and deed in her capacity as Executive Director of said I-195 Redevelopment District, and individually.

John M. Rizzini
Notary Public
Print Name John M. Rizzini
My Commission expires 9/15/2029

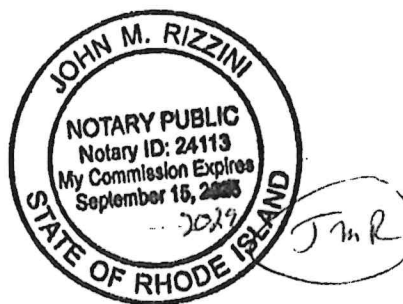


EXHIBIT A

Parcel 34

Exhibit A

That certain parcel of land, with all buildings and improvements, situated northwesterly of Bassett Street, northeasterly of East Franklin Street, and southeasterly of Clifford Street in the City of Providence, Providence County, the State of Rhode Island and shown as AP 21 Lot 449 on that plan entitled *Administrative Subdivision Plan, Bassett Street, Assessors Plot 21 Lot 11, 52, 54, 55, 56, 57, 395 & 449, Providence, Rhode Island, Prepared for: Pebb Capital Management, Scale 1"=30', Plan by DIPrete Engineering* and being more particularly described as follows:

Beginning at a point on the northwesterly street line of Bassett Street, said point being the most easterly corner of the herein described parcel, said point also being the most southerly corner of AP 21 Lot 395 as shown on the above referenced plan;

Thence South 35°21' 48" West, along said northwesterly street line, a distance of 307.19 feet to the northerly intersection of Bassett Street and East Franklin Street;

Thence North 54°13' 27" West, along the northeasterly street line of said East Franklin Street, a distance of 217.30 feet to the easterly intersection of East Franklin Street and Clifford Street;

Thence North 35°22' 23" East, along the southeasterly street line of said Clifford Street, a distance of 305.62 feet to the westerly corner of said AP 21 Lot 395;

Thence South 54°38' 12" East, bounded northeasterly by said AP 21 Lot 395, a distance of 217.24 feet to the point of beginning.

The above described parcel contains 66,571 square feet (1.53 acres), more or less.

For Reference Purposes Only:

Property Address:

190 Clifford St.
Providence, RI

EXHIBIT B

Portion of Parcel 34 Released and Discharged

Beginning at a point on the southeasterly street line of Clifford Street, said point being the most westerly corner of the herein described parcel;

Thence North 35°25' 50" East, along said street line, a distance of 147.46 feet to the northerly corner of land now or formerly of I-195 Redevelopment District (AP 21 Lot 449);

Thence South 54°38' 12" East, bounded northerly in part by said Clifford Street and in part by land now or formerly of Pebb 33 Bassett Providence, LLC (AP 21 Lot 11), a distance of 5.05 feet;

Thence in a southerly direction with a non-tangent curve turning to the left, with a radius of 327.00 feet, a central angle of 29°27' 51" , a tangent length of 85.98 feet, a chord bearing of South 07°49' 05" West, a chord distance of 166.31 feet, and an arc length of 168.16 feet to an easterly corner of said I-195 Redevelopment District land;

Thence North 54°38' 12" West, through said I-195 Redevelopment District land, a distance of 82.13 feet to the point of beginning.

The above described parcel contains 5,232 square feet (0.12 acres), more or less.

For Reference Purposes Only:

Property Address:

33 Bassett St.
Providence, RI