

# PILGRIM TITLE

INSURANCE COMPANY 450 VETERANS MEMORIAL PARKWAY - SUITE 7A EAST PROVIDENCE, RI 02914 P. 401.274.9100 F. 401.274.9102

## Preliminary Report of Title as of April 9, 2013 at 8:30 AM

No representations are made as to the state of the title prior to May 19, 1980 at 3:07 PM or subsequent to April 9, 2013 at 8:30 AM. This Report is based upon a search of the Records of Land Evidence for the City of Providence; all recording information refers to instruments recorded in said Land Evidence Records.

FILE # 23851

PROPERTY: 123 Dyer Street  
Units 1A and 2A  
Providence, Rhode Island  
PLAT: 2 LOT: 97 UNITS: 1A and 2A

OWNER: Parnassus Realty, LLC, a Rhode Island limited liability company, by virtue of that certain Quitclaim Deed dated March 6, 2008 and recorded on March 7, 2008 at 12:16 PM in Book 9029 at Page 298.

### ENCUMBRANCES:

1. Open-End Mortgage and Security Agreement by Parnassus Realty, RIGP in favor of First Federal Savings Bank of America, securing an original principal amount of \$825,000.00, dated December 26, 2002 and recorded on December 26, 2002 at 1:50 PM in Book 5503 at Page 27.
2. Conditional Assignment by Parnassus Realty, RIGP in favor of First Federal Savings Bank of America dated December 26, 2002 and recorded on December 26, 2002 at 1:51 PM in Book 5503 at Page 48.
3. Mortgage, Security Agreement and Assignment of Leases and Rents by Parnassus Realty, LLC in favor of Webster Bank, National Association, securing an original principal amount of \$775,000.00, dated March 7, 2008 and recorded on March 7, 2008 at 12:17 PM in Book 9029 at Page 301.
4. Order Appointing Temporary Special Master in the matter of *Richard W. Zacks v. Parnassus Realty, LLC and Parnassus Realty*, C.A. No. 13-0702, entered on February 14, 2013 and recorded on February 15, 2013 at 12:03 PM in Book 10502 at Page 137.
5. Order Appointing Permanent Special Master in the matter of *Richard W. Zacks v. Parnassus Realty, LLC and Parnassus Realty*, C.A. No. 13-0702, entered on March 18, 2013 and recorded on March 18, 2013 at 10:14 AM in Book 10526 at Page 85.
6. Covenants, conditions, restrictions, reservations, easements. Liens for assessments, as set forth in Declaration of The Hay Buildings Condominium and Hay Buildings Condominium Association, Inc. Bylaws and Rules and Regulations, dated November 1, 1979 and recorded on November 5, 1979 at 11:15 AM in Condo Book 2 at Page 1150, and as shown on the plats and plans of the Condominium recorded in Plan Book 1 at Pages 37-37E ; as affected by First Amendment to

Declaration of Hay Buildings Condominium dated November 1, 1979, dated as of August 27, 1987 and recorded on January 14, 1988 at 12:20 PM in Book 1734 at Page 283; as the same may be further lawfully amended of record, from time to time.

7. Gangway rights and obligations as granted and reserved in Deed dated April 3, 1923 and recorded in Book 634 at Page 229.
8. Party Wall Agreement as set forth in Book 179 at Page 355.
9. Party Wall Agreement as set forth in Book 187 at Page 517.
10. Sewer and drains serving the Northwesterly adjoiner connect with the drain serving the premises and thence into the sewer in Hay Street.
11. Sanitary Sewer Easement in favor of the Narragansett Bay Commission as shown on Plat No. 2002-01 recorded on July 25, 2002 in Plan Book 60 at Page 116.
12. Rights of Winograd Shine & Zacks Incorporated, as tenant, as such rights may be subject to an unrecorded instrument dated December 26, 2002 entitled, "Tenant Estoppel, Subordination and Attornment Agreement signed by Parnassus Realty as Landlord, Winograd, Shine & Zacks, Incorporated as Tenant, and First Federal Savings Bank of America as Lender.
13. Outstanding real estate taxes, water, sewer, and other municipal charges, assessments, and fees, which may represent a lien on the premises.
14. Defects in title, liens, mortgages, encumbrances, easements, agreements and all other matters created and attaching to the premises prior to May 19, 1980 at 3:07 PM or subsequent to April 9, 2013 at 8:30 AM.

*The maximum amount of liability incurred by Pilgrim Title Insurance Company with respect to this Preliminary Report of Title shall not exceed the cost of said Report. This is not a commitment for title insurance. This is not a Certificate of Title under Massachusetts General Laws.*

Pilgrim Title Insurance Company

---

By: Christopher J. Montalbano, Esq.  
Principal and Senior Title Attorney

**QUITCLAIM DEED**

PARNASSUS REALTY, a Rhode Island general partnership having an address of 123 Dyer Street, Providence, Rhode Island 02903 (the "Grantor"), in consideration of \$10.00 paid and other good and valuable consideration, hereby grants to PARNASSUS REALTY, LLC, a Rhode Island limited liability company having an address of 123 Dyer Street, Providence, Rhode Island 02903 (the "Grantee"), WITH QUITCLAIM COVENANTS, that certain improved real property located at 123 Dyer Street, Units 1A and 2A, Providence, Rhode Island 02903 consisting of these two condominium units together with all rights and interests appurtenant to said units, and as more particularly described as set forth on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

The term "Unit", "Common Areas and Facilities", and any similar terms of art as they are used in this Quitclaim Deed are more particularly defined and set forth in the Declaration of the Hay Buildings Condominium (the "Declaration").

The Grantee, by accepting this Deed, accepts and agrees to be bound by the covenants, restrictions, easements, liens, charges, and other provisions contained in the Declaration, the Hay Buildings Condominium Association, Inc. By-Laws (the "Bylaws") or referred to herein and agrees to perform the obligations imposed by the Declaration and Bylaws on the Grantee as the owner of the Units.

The Property is conveyed subject to and with the benefit of the provisions of Rhode Island Condominium Act, R.I.G.L. §34-36.1-1.01 et seq., the Declaration, the Bylaws and the Rules and Regulations of the Condominium, if any, as any and all of the above may be amended from time to time.

The Premises are further conveyed subject to and together with the benefit of any and all rights, restrictions, easements and agreements of record to the extent now in force and applicable, and to real estate taxes not yet due and payable.

This conveyance is such that no documentary stamps or tax withholding under R.I. Gen. Laws §44-30-71.3 are required.

For Grantor's title, see (i) that certain Warranty Deed from Hay Building Associates, recorded in the Land Evidence Records of the City of Providence on March 19, 1980 in Condominium Book 3 at Page 749, and (ii) that certain Warranty Deed from Russell R. Shippee recorded May 23, 1988 in Land Evidence Book 1809 at Page 282.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed on behalf of the Grantor as a sealed instrument as of March 6, 2008.

GRANTOR:

PARNASSUS REALTY,  
a Rhode Island general partnership

By: *Allan M. Shine*  
Allan M. Shine  
Managing Partner

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this date, March 6<sup>th</sup>, 2008, before me, the undersigned notary public, personally appeared Allan M. Shine as Managing Partner of PARNASSUS REALTY, a Rhode Island general partnership, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*Leslie C. Rugg*  
Notary Public *Leslie C. Rugg*  
My Commission Expires: 10-4-08

Address of Grantee:

PARNASSUS REALTY, LLC  
c/o Allan M. Shine  
123 Dyer Street, Units 1A and 2A  
Providence, RI 02903  
AP 20 WT 97  
Units 1A and 2A

LESLIE C. RUGG, Notary Public  
State of Rhode Island and Providence Plantings  
My Commission Expires: 10/4/2008

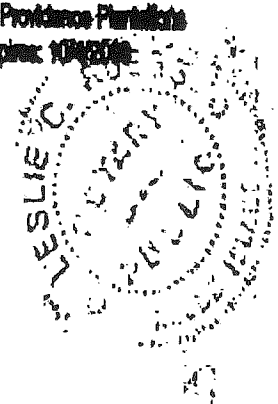


EXHIBIT A

That certain real estate situated in the City and County of Providence, State of Rhode Island bounded and described as follows:

PARCEL ONE:

The absolute and indefeasible fee simple interests being appurtenant to the units hereinafter described as Units 1A and 2A, in all that certain parcel of land situated on the westerly side of Dyer Street and on the northeasterly side of Hay Street, in the City and County of Providence, State of Rhode Island, being more particularly delineated on Plat of Survey in six (6) sheets entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDERS ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY K.W.A. DATE: MAY 1978 FILE: DRAW: 7-W SHT. 9", which plat is recorded in the office of the Recorder of Deeds in the City of Providence on November 5, 1979 at 11:16 A.M., which said survey is recorded as part of the Declaration of the Hay Buildings Condominium, which said Declaration is recorded in the office of the Recorder of Deeds in the City of Providence, Rhode Island, on November 5, 1979 at 11:15 A.M. together with all improvements thereon and appurtenances thereto, including the building containing twelve (12) Units known as Hay Buildings Condominium, LESS AND EXCEPT therefrom those twelve (12) parcels of real property, separate freeholds, being Units numbered and lettered 1A, 1B (upper), 1C, 1D, 2A, 2B, 3A, 4A, 4B, UNIT 1A Lower and Unit 1B Lower, being more particularly identified on the aforesaid survey.

PARCEL TWO:

An absolute and indefeasible fee simple interest in and to those parcels of real property, separate freeholds, being Units 1A and 2A, being more particularly delineated on that aforesaid Plat of Survey, which reflects the survey of said building and shows parcel hereby conveyed as "Units 1A and 2A", together with all dimensions at floor level and elevation of floor and ceiling as shown on that plat entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDING ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY: K.W.A. DATE: MAY 1978 FILE: DRAW. 7-W SHT. 7.", which plat in the City of Providence, Rhode Island, on November 5, 1979 at 11:16 A.M.

PARCEL THREE:

A perpetual and NON-EXCLUSIVE easement in common with, but not limited to all other Unit Owners of the undivided interests in the land and improvements described in Parcel One above, for ingress and egress and use of any public passageways, Common Areas and Facilities upon the land described above in Parcel One and more particularly designated and identified in the aforesaid Hay Buildings Associates Condominium Plan, together with all of the rights, powers and privileges ensuring to the benefit of all Unit Owners of undivided interests in the land and improvements described above in Parcel One.

RECEIVED  
Received for Record  
Mar 07 2008 at 12:16:13P  
Document Num: 0005554  
John A Murphy  
Recorder of Deeds

BK 5503 PG 027

**OPEN-END MORTGAGE TO SECURE PRESENT AND FUTURE LOANS UNDER  
CHAPTER 24 OF TITLE 34 AND SECURITY AGREEMENT**

WHEREAS, Parnassus Realty, a Rhode Island partnership, having a business address of 123 Dyer Street, Providence, Rhode Island 02903 (the "Mortgagor") is indebted to FIRST FEDERAL SAVINGS BANK OF AMERICA, a federally chartered stock savings bank, with an office located at One FirstFed Park, Swansea, Massachusetts 02777 (the "Mortgagee"), as provided for in the Promissory Note of even date herewith in the original principal amount of EIGHT HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$825,000.00) DOLLARS, including all amendments, modifications or extensions thereof, at any time made (the "Notes") extended to Mortgagor; and

NOW THEREFORE, to secure: (i) payment of the indebtedness evidenced by the Note, the interest provided for therein and any other sums payable pursuant to the Note; (ii) repayment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of the Note or pursuant to the provisions of or on account of this Mortgage; (iii) payment of all sums to be paid by Mortgagor hereunder; (iv) the performance and observance of all the terms, provisions, covenants and agreements of this Mortgage and the Note; and (v) any and all indebtedness, obligations and liabilities of Borrower to Lender of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or evidenced by Instrument, agreement or book account then may be evidenced (all of the foregoing indebtedness, interest, sums payable, advances, expenses and costs of performance being hereinafter referred to as the "Indebtedness"), Mortgagor agrees as follows:

**HABENDUM CLAUSE.** Mortgagor does hereby grant, bargain, sell, alien, remise, release, assign, transfer, mortgage, convey and confirm unto Mortgagee, and grant a security interest in the Mortgaged Property, as hereinafter defined, TO HAVE AND TO HOLD the Mortgaged Properties for the security and purposes herein set forth. Without in any manner limiting the terms, covenants and provisions hereof, this Mortgage is given under the STATUTORY CONDITION and with the STATUTORY POWER OF SALE.

1. **DEFINITIONS.** When used herein, the terms set forth below shall be defined as follows:

1.1 "Building Equipment" means all machinery, apparatus, equipment, fittings, furniture, furnishings, fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in any building(s) or improvements on the Real Property (as hereinafter defined) or any part thereof, and used or useable in connection with any present or future occupancy of said building(s) and now owned by any Lessee (as hereinafter defined) and including, without limitation, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and

BK 5503 PG 032

trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the Mortgaged Property, any Lease, and/or the rents, issues or profits from the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, assignment, transfer, mortgage, deed of trust, pledge, change or other disposition or encumbrance made without Mortgagee's prior written consent shall be null and void and of no force and effect.

4.5 Character of Mortgaged Property. Not do, or permit to be done, anything to the Mortgaged Property that will materially alter or change the use and character of the Mortgaged Property or otherwise decrease the value of the Mortgaged Property as security.

4.6 Liens and Encumbrances. Not directly or indirectly create or suffer or permit to be created or to stand against the Mortgaged Property or any portion thereof, or against any Lease, or against the rents, issues and profits therefrom, any lien (including any liens arising with respect to the payment of any Impositions), security interest, encumbrance or any charge, except in favor of Mortgagee, except for liens arising with respect to taxes not yet delinquent and except in favor of Mortgagee.

4.7 First Mortgage. Maintain this mortgage as a valid first mortgage lien and security interest on the Mortgaged Property.

4.8 Mechanics Liens. Keep and maintain all the Mortgaged Property free from all liens of persons supplying labor and maintenance with respect thereto; provided, however, in the event such liens are filed against the Mortgaged Property, Mortgagor may cure such default hereunder if it shall bond or cause to be bonded or remove the same within thirty (30) days after the filing thereof. If any such liens shall be filed against the Mortgaged Property, Mortgagor agrees to discharge the same immediately or, if not filed, as soon as Mortgagor has notice thereof.

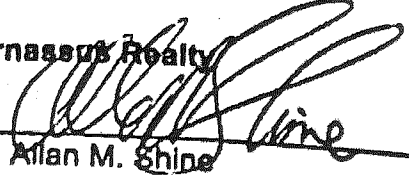
4.9 Impositions. Pay when due and payable all Impositions and if requested by Mortgagee provide with ten (10) days after payment, the original or a photostatic copy of the official receipt evidencing payment thereof or other proof of payment satisfactory to Mortgagee.

4.10 Maintenance and Repairs. Keep and maintain, or cause to be kept and maintained, the Mortgaged Property (including any and all buildings and improvements thereon and the sidewalks, plazas and curbs abutting the same) in good order and condition and in a rentable and tenantable state of repair and make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs and all maintenance necessary to that end (which repairs and maintenance shall be of good and workmanlike quality), and, without limiting the generality of the foregoing, suffer no waste to any of the Mortgaged Property.

BK5503PG044

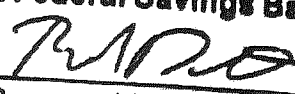
IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage and Security Agreement to be executed as of the 26<sup>th</sup> day of December, 2002.

  
\_\_\_\_\_  
Witness

Parnassus Realty  
By:   
\_\_\_\_\_  
Allan M. Shine

Title: General Partner

  
\_\_\_\_\_  
Witness

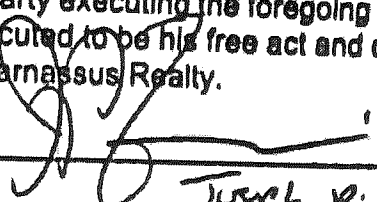
First Federal Savings Bank of America  
By:   
\_\_\_\_\_  
Raymond D. Mountain III

Title: Vice President

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in the above County, on this 26<sup>th</sup> day of December, 2002, before me personally appeared the above-named Allan M. Shine, a General Partner of Parnassus Realty, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in his capacity aforesaid and the free act and deed of Parnassus Realty.

  
\_\_\_\_\_  
Notary Public Joseph P. Formica  
My Commission Expires: 7/25/05

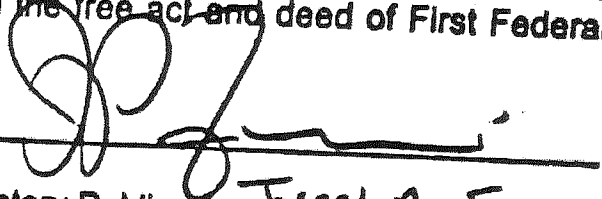


BK5503PG045

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in the above County, on this 26<sup>th</sup> day of December, 2002, before me personally appeared the above-named Raymond D. Mountain III, Vice President of First Federal Savings Bank of America, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in his capacity aforesaid, and the free act and deed of First Federal Savings Bank of America.

  
Notary Public Joseph P. Fernandez  
My Commission Expires: 2/25/05

The land referred to in this Commitment is described as follows:

That certain real estate situated in the City and County of Providence, State of Rhode Island bounded and described as follows:

**PARCEL ONE:**

The absolute and indefeasible fee simple interests being appurtenant to the units hereinafter described as Units 1A and 2A, in all that certain parcel of land situated on the westerly side of Dyer Street and on the northeasterly side of Hay Street, in the City and County of Providence, State of Rhode Island, being more particularly delineated on Plat of Survey in six (6) sheets entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDERS ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY K.W.A. DATE: MAY 1978 FILE: DRAW: 7-W SHT. 9", which plat is recorded in the office of the Recorder of Deeds in the City of Providence on November 5, 1979 at 11:16 A.M., which said survey is recorded as part of the Declaration of the Hay Buildings Condominium, which said Declaration is recorded in the office of the Recorder of Deeds in the City of Providence, Rhode Island, on November 5, 1979 at 11:15 A.M. together with all improvements thereon and appurtenances thereto, including the building containing twelve (12) Units known as Hay Buildings Condominium, LESS AND EXCEPT therefrom those twelve (12) parcels of real property, separate freeholds, being Units numbered and lettered 1A, 1B (upper), 1C, 1D, 2A, 2B, 3A, 4A, 4B, UNIT 1A Lower and Unit 1B Lower, being more particularly identified on the aforesaid survey.

**PARCEL TWO:**

An absolute and indefeasible fee simple interest in and to those parcels of real property, separate freeholds, being Units 1A and 2A, being more particularly delineated on that aforesaid Plat of Survey, which reflects the survey of said building and shows parcel hereby conveyed as "Units 1A and 2A", together with all dimensions at floor level and elevation of floor and ceiling as shown on that plat entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDING ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY: K.W.A. DATE: MAY 1978 FILE: DRAW. 7-W SHT. 7.", which plat in the City of Providence, Rhode Island, on November 5, 1979 at 11:16 A.M.

**PARCEL THREE:**

A perpetual and NON-EXCLUSIVE easement in common with, but not limited to all other Unit Owners of the undivided interests in the land and improvements described in Parcel One above, for ingress and egress and use of any public passageways, Common Areas and Facilities upon the land described above in Parcel One and more particularly designated and identified in the aforesaid Hay Buildings Associates Condominium Plan, together with all of the rights, powers and privileges enturing to the benefit of all Unit Owners of undivided interests in the land and improvements described above in Parcel One.

This conveyance is made subject to (a) gangway rights and obligations as granted and reserved in deed from Jacob D. Grossman et al to Edward C. Wilde, dated April 3, 1923 and recorded in said Office of the Recorder of Deeds of the City of Providence; (b) Party Wall Agreement in Deed Book 179 at Page 355 of said Office of the Recorder of Deeds of the City of Providence; (c) Party Wall Agreement in Deed Book 187 at page 517 of said Office of the Recorder of Deeds of the City of Providence; (d) Sewer and drains serving the north-westerly adjoiner connect with the drain serving the premises of which this conveyance is a part and thence into the sewer in Hay Street; (e) the restrictions and covenants contained in said DECLARATION OF THE HAY BUILDINGS CONDOMINIUM; and (f) the restrictions imposed by "HAY BUILDINGS CONDOMINIUM ASSOCIATION, INC. BY-LAWS" recorded on even date herewith in said Office of the Recorder of Deeds of the City of Providence.

BK5503PG047

EXHIBIT "B"

1. Gangway rights and obligations as granted and reserved in deed from Jacob D. Grossman et al to Edward C. Wilde, dated April 3, 1923 and recorded in said Office of the Recorder of Deeds of the City of Providence.
2. Party Wall Agreement in Deed Book 179 at page 355 of said Office of the Recorder of Deeds of the City of Providence.
3. Party Wall Agreement in Deed Book 187 at page 517 of said Office of the Recorder of Deeds of the City of Providence.
4. Sewer and drains serving the northwesterly adjoiner connect with the drain serving the premises of which this conveyance is a part and thence into the sewer in Hay Street.
5. The Condominium.
6. The restrictions and covenants contained in said DECLARATION OF THE HAY BUILDINGS CONDOMINIUM.
7. The restrictions imposed by "HAY BUILDINGS CONDOMINIUM ASSOCIATION, INC. BY-LAWS" recorded in said Office of the Recorder of Deeds of the City of Providence

*Barbara A. Troncy*

PROVIDENCE, RI  
RECEIVED FOR RECORD  
2017 DEC 26 P 1:50  
BARBARA A. TRONCY  
ACTING RECORDER OF DEEDS

**CONDITIONAL ASSIGNMENT**

5503/48

Assignment, made this 26th day of December, 2002, by **Parnassus Realty** ("Borrower") to **First Federal Savings Bank of America** ("Lender").

Reference is made to a promissory note ("Note") of even date herewith in the original principal amount of **Eight Hundred Twenty Five Thousand and 00/100 (\$825,000.00)** Dollars, from Borrower as maker to Lender as payee, to an **Open-End Mortgage and Security Agreement** of even date herewith, granted by Borrower to Lender ("Mortgage"), evidencing a first priority lien on the real property located at **123 Dyer Street, Providence, Rhode Island**, and as more particularly described on **Exhibit "A"** attached hereto ("Premises"), and to any and all other documents executed by either party with respect to the loan evidenced by the Note and Mortgage (all of which are collectively referred to as the "Instruments").

In order to secure further (i) the prompt payment of the indebtedness of Borrower to Lender evidenced by the Note, (ii) the performance of the obligations of Borrower under the Instruments, and (iii) in consideration of the making of the loan represented by the Note, Borrower does hereby assign, transfer, and set over unto Lender (i) all rents and other payments required of lessees, tenants, occupants, licensees, concessionaires, or other persons or parties (hereinafter collectively referred to as "Tenants"), whether or not designated as rent or additional rent (including without limitation security deposits, tax or operating expense escalation payments, percentage rent, or any other payments from any license, use permit, or concession, and any other issues and profits units, space or rentable facilities within, on or appurtenant to the Premises or any portion thereof, whether under existing leases, licenses, occupancies, or concessions or agreements of any sort, written or unwritten (collectively referred to as "leases"), or under any leases hereafter arising (or which Borrower agrees to give Lender prompt written notice), and (ii) all of Borrower's contractual rights now existing or hereafter arising between Borrower and any Tenant with respect to the Premises, regardless of whether or not such rights run with the land.

This Assignment shall become operative, at the option of Lender, and is exercisable without the need of written notice, upon any default by Borrower under the terms of any of the Instruments.

Borrower hereby authorizes Lender, its employees and agents, at Lender's option, after the occurrence of any such default and without notice to enter upon the Premises to collect, in the name of Borrower or in Lender's name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable; Borrower further agrees that Borrower will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request by Lender, execute a written notice to each Tenant directing the Tenant to pay rent to Lender.

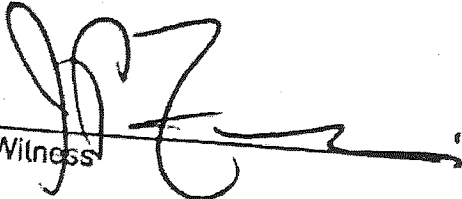
Lender shall not be obligated to perform or discharge any obligation, duty or liability under any leases, and Borrower shall indemnify and hold Lender harmless from any liability, loss, or damage which it might incur under the leases, by reason of this Assignment, or from any other claims or demands which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to be performed or discharged under any of the leases. If Lender incurs any such liability, loss or damage except those damages incurred subsequent to the taking of possession in the event of default, or in the defense of any such claims or demands, Borrower shall immediately, upon demand, reimburse Lender for the amount thereof, including costs, expenses, and attorneys' fees and any failure to promptly reimburse Lender shall cause such amounts to be added to the debt secured hereby and shall earn interest at the rate set forth in the Note.

Entry by Lender upon the Premises under the terms of this Assignment shall not constitute Lender a "mortgagee in possession" in contemplation of law, except at the option of Lender expressed in writing.

The provisions of this Assignment shall be binding upon Borrower and Borrower's legal representatives, successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. The word "Borrower" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to the property.

The Assignment shall remain in full force and effect as long as the obligations secured by the Mortgage debt remain outstanding and only a discharge of the Mortgage appearing on record in the Land Evidence Records where the Mortgage is recorded shall operate as a release of all Lender's rights and interest hereunder.

This Assignment shall have the effect of an instrument under seal.

  
Witness

Parnassus Realty

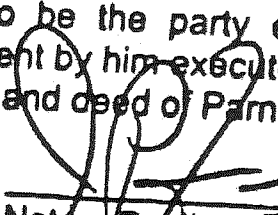
By:

  
Allan M. Shine

Title: General Partner

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in the above County, on this 26<sup>th</sup> day of December, 2002, before me personally appeared the above-named Allan M. Shine, a General Partner of Pamassus Realty, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in his capacity aforesaid and the free act and deed of Pamassus Realty.

  
Notary Public Joseph P. Ferretti  
My Commission Expires: 3/25/05

Barbara A. Troncy

The land referred to in this Commitment is described as follows:

That certain real estate situated in the City and County of Providence, State of Rhode Island bounded and described as follows:

PROVIDENCE, RI  
RECEIVED FOR RECORD

2007 DEC 26 P 1:51

BARBARA A. TRONCY  
ACTING RECORDER OF DEEDS**PARCEL ONE:**

The absolute and indefeasible fee simple interests being appurtenant to the units hereinafter described as Units 1A and 2A, in all that certain parcel of land situated on the westerly side of Dyer Street and on the northeasterly side of Hay Street, in the City and County of Providence, State of Rhode Island, being more particularly delineated on Plat of Survey in six (6) sheets entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDERS ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY K.W.A. DATE: MAY 1978 FILE: DRAW: 7-W SHT. 9", which plat is recorded in the office of the Recorder of Deeds in the City of Providence on November 5, 1979 at 11:16 A.M., which said survey is recorded as part of the Declaration of the Hay Buildings Condominium, which said Declaration is recorded in the office of the Recorder of Deeds in the City of Providence, Rhode Island, on November 5, 1979 at 11:13 A.M. together with all improvements thereon and appurtenances thereto, including the building containing twelve (12) Units known as Hay Buildings Condominium, LESS AND EXCEPT therefrom those twelve (12) parcels of real property, separate freeholds, being Units numbered and lettered 1A, 1B (upper), 1C, 1D, 2A, 2B, 3A, 4A, 4B, UNIT 1A Lower and Unit 1B Lower, being more particularly identified on the aforesaid survey.

**PARCEL TWO:**

An absolute and indefeasible fee simple interest in and to those parcels of real property, separate freeholds, being Units 1A and 2A, being more particularly delineated on that aforesaid Plat of Survey, which reflects the survey of said building and shows parcel hereby conveyed as "Units 1A and 2A", together with all dimensions at floor level and elevation of floor and ceiling as shown on that plat entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDING ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY: K.W.A. DATE: MAY 1978 FILE: DRAW: 7-W SHT. 7", which plat in the City of Providence, Rhode Island, on November 5, 1979 at 11:16 A.M.

**PARCEL THREE:**

A perpetual and NON-EXCLUSIVE easement in common with, but not limited to all other Unit Owners of the undivided interests in the land and improvements described in Parcel One above, for ingress and egress and use of any public passageways, Common Areas and Facilities upon the land described above in Parcel One and more particularly designated and identified in the aforesaid Hay Buildings Associates Condominium Plan, together with all of the rights, powers and privileges ensuring to the benefit of all Unit Owners of undivided interests in the land and improvements described above in Parcel One.

This conveyance is made subject to (a) gangway rights and obligations as granted and reserved in deed from Jacob D. Grossman et al to Edward C. Wilde, dated April 3, 1923 and recorded in said Office of the Recorder of Deeds of the City of Providence; (b) Party Wall Agreement in Deed Book 179 at Page 355 of said Office of the Recorder of Deeds of the City of Providence; (c) Party Wall Agreement in Deed Book 187 at page 517 of said Office of the Recorder of Deeds of the City of Providence; (d) Sewer and drains serving the north-westerly adjoiner connect with the drain serving the premises of which this conveyance is a part and thence into the sewer in Hay Street; (e) the restrictions and covenants contained in said DECLARATION OF THE HAY BUILDINGS CONDOMINIUM; and (f) the restrictions imposed by "HAY BUILDINGS CONDOMINIUM ASSOCIATION, INC. BY-LAWS" recorded on even date herewith in said Office of the Recorder of Deeds of the City of Providence.

Following recording, this instrument  
Should be returned to:  
Jeffrey B. Cianciolo, Esq.  
Reavis Cianciolo LLC  
55 Dorrance Street, Suite 200  
Providence, Rhode Island 02903

**MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF LEASES AND RENTS**

BY

**PARNASSUS REALTY, LLC (MORTGAGOR)**

TO

**WEBSTER BANK, NATIONAL ASSOCIATION  
(MORTGAGEE)**

**MARCH 7, 2008**

**MORTGAGED PREMISES:**

**123 DYER STREET, PROVIDENCE, UNITS 1A AND 2A, RHODE ISLAND 02822**



## MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENT

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated March 7, 2008, is made by Parnassus Realty, LLC, a Rhode Island limited liability company with a principal place of business at 123 Dyer Street, Providence, Rhode Island 02903 (the "Mortgagor") in favor of Webster Bank, National Association, a national banking association organized under the laws of the United States of America and having an office at 40 Westminster Street, Suite 204, Providence, Rhode Island 02903 (the "Mortgagee").

### Section 1. Definitions

Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the hereinafter defined Loan Agreement. Each reference in this Mortgage to the following terms shall be deemed to have the following meaning:

"Bankruptcy Code" means the federal bankruptcy code, 11 U.S.C. §101 *et seq.*, as the same now exists or may hereafter be amended.

"Collateral" means the Personal Property, the Proceeds, the Leases and Rents.

"Default Condition" means the existence of any Event of Default or the existence of any condition or state of facts which, with the giving of notice or passage of time, or both, would constitute an Event of Default.

"Deposited Funds" means any and all sums deposited with Mortgagee pursuant to Section 5.5 hereof for payment of Impositions and insurance premiums.

"Entity Guarantor" means Winograd, Shine & Zacks, Incorporated, a Rhode Island corporation having a principal place of business at 123 Dyer Street, Providence, Rhode Island 02903.

"Event of Default" means event of default listed in Section 8 hereof.

"Financing Documents" includes this Mortgage and has the meaning provided in the Loan Agreement.

"Guarantors" means the Entity Guarantor and the Individual Guarantors.

"Governmental Authority" means each and every national, state and local governmental body, department, agency or subdivision having jurisdiction over Mortgagor, the Guarantors or the Mortgaged Property or any part thereof or any use, operation or occupancy thereof.

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or

"Improvements" means any and all buildings and improvements now or hereafter located on the Premises.

"Individual Guarantors" means, collectively, Cary J. Coen, Richard W. Zacks and Allan M. Shine, each a Rhode Island resident with a mailing address at c/o Parnassus Realty, LLC, 123 Dyer Street, Providence, Rhode Island 02903.

"Lease" means each and every agreement providing for use or occupancy of all or any part of the Mortgaged Property, whether written or oral, whether now existing or hereafter arising, and any and all amendments, renewals and extensions thereof.

"Lessee" means any tenant pursuant to a Lease.

"Licenses" means any and all franchises, licenses and permits, whether issued by a Governmental Authority or otherwise, relating to construction on the Premises or any part thereof, or the use, operation or occupancy of the Premises and Improvements or any part thereof.

"Loan" means the loan evidenced by the Loan Agreement.

"Loan Agreement" means the Loan Agreement of even date herewith by and between Mortgagor and Mortgagee governing advances of the proceeds of that certain \$775,000.00 commercial mortgage loan to Mortgagor and any and all written modifications of such Loan Agreement.

"Mortgage" means this Mortgage, Security Agreement and Assignment of Leases and Rents.

"Mortgaged Property" has the meaning provided in Section 2 hereof.

"Obligations" has the meaning provided in Section 3 hereof.

"Other Documents" means any document, instrument or agreement now or hereafter securing the Obligations or executed by Mortgagor, Guarantors or any Other Liable Party in connection with the Loan, other than the Loan Agreement and the Security Documents.

"Other Liable Party" means each and every Person, corporation or other entity (other than Mortgagor) now or hereafter liable, absolutely or contingently, for the whole or any part of the indebtedness evidenced by the Financing Documents, including, without limitation, the Guarantors.

"Permitted Encumbrances" means the liens and encumbrances, if any, listed on *Exhibit B* attached hereto and incorporated herein by reference and any real estate taxes and assessments with respect to the Premises and Improvements to the extent that the same are not yet due and payable.

"Permitted Use" means use permitted by applicable law and regulation.

**7.4. *Personal Property***

The Personal Property will be kept at the Premises, and until installed will be suitably and safely stored thereon.

**7.5. *Location of Personal Property***

Mortgagor will not remove or permit to be removed from the subject property any of the Personal Property without the prior written consent of Mortgagee unless the same is immediately replaced with unencumbered fixtures, chattels or articles of personal property, as the case may be, of a quality, value and utility equal or superior to those which they replace. All such replacements, renewals and additions shall become and be immediately subject to the security interest of this Mortgage and be covered thereby.

**7.6. *Inventory of Personal Property***

Mortgagor, from time to time, on request of Mortgagee, shall deliver to Mortgagee an inventory of the Personal Property in reasonable detail, including an itemization of all items leased to Mortgagor or subject to conditional bill of sale, security agreement or other title retention agreement.

**Section 8. *Events of Default***

The occurrence of any one or more of the following events shall constitute an Event of Default:

**8.1. *Non-Payment***

Nonpayment of any sum payable under this Mortgage, the Loan Agreement, the Guaranty, any of the other Security Documents or any of the Other Documents and, unless a different grace or notice period is elsewhere specified, such nonpayment shall have continued for more than 5 Business Days after the due date thereof.

**8.2. *Non-Performance***

Nonperformance or nonobservance of any of the other covenants, agreements, or conditions of this Mortgage, and, unless a different grace or notice period is elsewhere specified, such nonperformance or nonobservance shall have continued for more than 30 days after notice thereof from Mortgagee to Mortgagor. The foregoing shall not be deemed to provide a grace or notice period for nonperformance or nonobservance of any covenant, agreement or condition which is specifically listed as an Event of Default in any other subsection of this Section 8.

**8.3. *Cross Default***

The occurrence of any other "Event of Default" under the Loan Agreement or any of the other Financing Documents.

#### 8.4. *Unsatisfactory Title*

Title to the Mortgaged Property is not satisfactory to the Mortgagee by reason of any lien, charge, encumbrance, title condition or exception (other than Permitted Encumbrances) and such condition continues for more than 60 days after notice thereof from Mortgagee to Mortgagor.

#### 8.5. *Encroachment*

Any survey, report or examination discloses that the Improvements or any portion thereof encroach upon or project over a street or upon or over adjoining property, and such condition shall have continued for more than 60 days after notice thereof from Mortgagee to Mortgagor.

#### 8.6. *Destruction*

The Mortgaged Property is materially damaged or destroyed by fire or otherwise without sufficient insurance thereon.

#### 8.7. *Termination of Insurance Coverage*

The cancellation, lapse or termination of any insurance coverage required to be maintained by Mortgagor under the Loan Agreement, this Mortgage or any of the other Security Documents.

#### 8.8. *Flood Insurance*

If, during origination or at any time during the term of the Loan evidenced by the Note, it is determined that all or a portion of the improvements situated on the Mortgaged Property are located within an area designated as a Special Flood Hazard Area, the Mortgagee is compelled, as a matter of law, to ensure that flood insurance is obtained and maintained with respect to the Mortgaged Property.

If the Premises is located in an area designated by the Federal Emergency Management Agency or the Flood Disaster Protection Act of 1973 (P.L. 93-234) as being in a "special flood hazard area" or as having specific flood hazards, whether now or at any time hereafter, Mortgagor shall also furnish Mortgagee with flood insurance policies which conform to the requirements of said Flood Disaster Protection Act of 1973 and the National Flood Insurance Act of 1968, as either may be amended from time to time. The amounts of any such insurance coverages shall be in an amount equal to the full insurable value and shall be maintained thereafter at all times in an amount such that Mortgagor will not be deemed a co-insurer under applicable insurance laws, regulations, policies or practices. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. If Mortgagor shall fail to provide any such insurance, or shall fail to replace any of the same within ten (10) days after being notified that the insuring company is no longer approved by Mortgagee, or if any such insurance is cancelled or lapses without replacement, Mortgagee may, at its option, procure the same in such amounts as Mortgagee may reasonably determine and the cost thereof together with interest thereon at the highest rate provided for in the Note per annum from the date of

expenditure by Mortgagee to the date of repayment by Mortgagor to Mortgagee shall be repaid by Mortgagor to Mortgagee on demand and shall be part of the indebtedness secured hereby.

### 8.9. *Conveyance of Mortgaged Property*

The Mortgaged Property or any part thereof or any interest therein is conveyed, voluntarily encumbered or otherwise transferred in any way without the prior written consent of Mortgagee.

### 8.10. *Environmental Matters*

If any notice of responsibility, notice of violation, notice letter or other similar notice or claim is issued or filed by the EPA or any State Agency against Mortgagor or the Mortgaged Property under any of the Hazardous Materials Laws and within 60 days after the issuance or filing thereof either (a) the condition referenced therein is not cured or (b) a consent agreement reasonably satisfactory to Mortgagee has not been entered into between Mortgagor and the EPA or the State Agency in question.

## Section 9. Remedies

### 9.1. *Statutory Provisions*

This Mortgage is upon the **STATUTORY CONDITION**, and upon the further condition that all covenants of Mortgagor contained in this Mortgage, the Loan Agreement and/or in any of the other Security Documents shall be kept and performed, and for any breach of said **STATUTORY CONDITION** or further condition, Mortgagee shall have the **STATUTORY POWER OF SALE**.

Said **STATUTORY CONDITION** and **STATUTORY POWER OF SALE**, as well as the **MORTGAGE COVENANTS** contained in the granting clause of this Mortgage, are those contained in the General Laws of the State of Rhode Island.

*Provided further however*, to the extent permitted by law, publication, pursuant to said **STATUTORY POWER OF SALE**, of notice of the time and place of sale may be made by publishing the same at least once each week for three successive weeks in a public newspaper published daily in the City of Providence, Rhode Island, and not as otherwise provided in said **STATUTORY POWER OF SALE**.

### 9.2. *Rights Upon Default*

Upon the occurrence of any Event of Default hereunder, Mortgagee, in addition to the remedies provided above, shall have each and every of the following rights and remedies, all of which rights and remedies shall be cumulative and not exclusive and in addition to any and all other rights and/or remedies granted to Mortgagee under this Mortgage, the Loan Agreement and any of the other Security Documents or Other Documents:

9.2.1. Mortgagee shall have the right forthwith, at its election, to exercise any and all rights and remedies available to it at law or in equity.

9.2.2. Mortgagee shall have the right forthwith, at its election, and without further notice or demand (except as otherwise specifically provided in the Loan Agreement, this Mortgage or the other Security Documents) and without the commencement of any action to foreclose this Mortgage or exercise any power of sale Mortgagee may have under this Mortgage, peaceably to enter immediately upon and take possession of the Mortgaged Property, or any part thereof, without further consent or assignment by Mortgagor, and to do, execute and perform any act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Mortgaged Property and the leasing, management, or operation thereof as fully as Mortgagor might do, including, without limitation, the right to institute summary proceedings against any Lessee who shall fail to comply with the provisions of the applicable Lease, with the right to lease the Mortgaged Property, or any part thereof, and to collect and receive all of the Rents, issues and profits, and all other amounts past due or to become due to Mortgagor by reason of its ownership of the Mortgaged Property and to apply the same, after the payment of all necessary charges and expenses in connection with the operation of the Mortgaged Property (including, without limitation, any managing agent's commission, at the option of Mortgagee), on account of the Obligations. If Mortgagor or any other person claiming by, through or under it, (other than any Lessee whose tenancy Mortgagee has agreed not to disturb or whose tenancy Mortgagee, in its sole and uncontrolled discretion, is willing not to disturb) are occupying all or any part of the Mortgaged Property, it is hereby agreed that Mortgagor and such other persons shall either immediately surrender possession of the Mortgaged Property to Mortgagee and vacate the premises so occupied or pay a reasonable rental for the use thereof, monthly in advance, to Mortgagee.

9.2.3. Mortgagee shall have the right to seek the immediate appointment by any court of competent jurisdiction of a receiver for the Mortgaged Property and the business of Mortgagor in connection therewith and of the Rents and profits arising therefrom, which receiver shall be entitled to immediate possession of the entire Mortgaged Property, whether or not occupied by Mortgagor. Mortgagee shall be entitled to the appointment of such a receiver as a matter of right without consideration of the value of the Mortgaged Property or other security for the Obligations or the solvency of any person or corporation liable for the payment thereof. If Mortgagor is then in possession of the Mortgaged Property or any part thereof, Mortgagor shall immediately, upon the appointment of such receiver, vacate the Mortgaged Property or such part thereof, as the case may be, or pay a reasonable rental for the use thereof during such receivership, the amount of such rental to be agreed upon between said receiver and Mortgagor or to be fixed by the court in which said receiver shall have been appointed; and the relationship between said receiver and Mortgagor shall be that of landlord and tenant.

### 9.3. *Mortgagee's Right to Release and Negotiate*

Without affecting the liability of Mortgagor or any Other Liable Party (except any person expressly released in writing), and without affecting any lien or other security not expressly released in writing, Mortgagee, at any time and from time to time, either before or after maturity

of the Obligations, irrespective of whether any Default Condition then exists and without notice or consent, may do any one or more of the following:

(i) release any person liable for payment of or performance of any or all of the Obligations;

(ii) make any agreement extending the time, or otherwise altering the terms of payment of the Obligations or any part thereof, or modifying or waiving any of the Obligations, or subordinating, modifying or otherwise dealing with the lien or liens securing payment of the Obligations;

(iii) exercise or refrain from exercising or waive any right Mortgagee may have;

(iv) accept additional security of any kind;

(v) release or otherwise deal with any property, real or personal, securing the Obligations or any part thereof, including all or any part of the Mortgaged Property; and

(vi) (in the event of any conveyance of Mortgagor's interest in the Mortgaged Property to parties not appearing in this instrument), deal with such successor or successors in interest with reference to this Mortgage and the Obligations secured hereby, either by way of forbearance on the part of Mortgagee or extension of the time of payment of the Obligations or any other sum forming part of the Obligations, or otherwise, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of Mortgagor for the Obligations, either in whole or in part. Nothing in this subsection, however, shall be deemed a consent by Mortgagee to the conveyance by Mortgagor of any interest in the Mortgaged Property.

#### 9.4. *Mortgagor to Surrender Possession*

In the event of any sale of the Mortgaged Property under the provisions hereof, Mortgagor shall forthwith surrender possession thereof to the purchaser. Upon failure to do so, Mortgagor shall thereupon be a tenant at sufferance of such purchaser, and upon its failure to surrender possession of the Mortgaged Property upon demand, such purchaser, his heirs, legal representatives, successors or assigns, shall be entitled to institute and maintain an appropriate action for possession of the Mortgaged Property.

#### 9.5. *Uniform Commercial Code*

Upon the occurrence of any Event of Default, Mortgagee shall have and may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the state in which the Premises is located. Without limiting the generality of the foregoing:

(i) Mortgagee, at its option, pursuant to the provisions of Section 9-604 of the Uniform Commercial Code, may proceed as to both the real and personal property covered by this Mortgage in accordance with its rights and remedies in respect of said real property, in which event (i) the other provisions of the Uniform Commercial Code shall not apply to disposition of

IN WITNESS WHEREOF, Mortgagor has executed or caused this Mortgage to be executed under seal as of the date first above written.

**MORTGAGOR:**

**WITNESS:**

**PARNASSUS REALTY, LLC  
BY ITS SOLE MEMBER,  
PARNASSUS REALTY**

By: *Sara Levesque*  
Name: Sara Levesque

By: *Allan M. Shine*  
Name: Allan M. Shine  
Title: Managing Partner

**MORTGAGEE:**

**WITNESS:**

**WEBSTER BANK, NATIONAL  
ASSOCIATION**

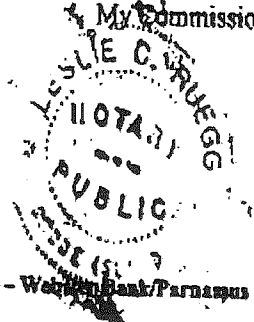
By: *James D. Beavis*  
Name: James D. Beavis

By: *Andrew J. Deluski*  
Name: Andrew J. Deluski  
Title: Vice President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on the 6<sup>th</sup> day of March 2008, before me personally appeared Allan M. Shine, a duly authorized Partner of the sole member of Parnassus Realty, LLC, to me known and known by me to be the party executing the forgoing instrument and he acknowledges that said instrument by him executed is his free act and deed and the free act and deed of said Parnassus Realty, LLC.

*Leslie C. Ruegg*  
Notary Public  
Print Name: LESLIE C. RUEGG  
My Commission Expires: 10-4-08



LESLIE C. RUEGG, Notary Public  
State of Rhode Island and Providence Plantings  
My Commission Expires: 10/04/08



EXHIBIT A

That certain real estate situated in the City and County of Providence, State of Rhode Island bounded and described as follows:

**PARCEL ONE:**

The absolute and indefeasible fee simple interests being appurtenant to the units hereinafter described as Units 1A and 2A, in all that certain parcel of land situated on the westerly side of Dyer Street and on the northeasterly side of Hay Street, in the City and County of Providence, State of Rhode Island, being more particularly delineated on Plat of Survey in six (6) sheets entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDERS ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY K.W.A. DATE: MAY 1978 FILE: DRAW: 7-W SHT. 9", which plat is recorded in the office of the Recorder of Deeds in the City of Providence on November 5, 1979 at 11:16 A.M., which said survey is recorded as part of the Declaration of the Hay Buildings Condominium, which said Declaration is recorded in the office of the Recorder of Deeds in the City of Providence, Rhode Island, on November 5, 1979 at 11:15 A.M. together with all improvements thereon and appurtenances thereto, including the building containing twelve (12) Units known as Hay Buildings Condominium, LESS AND EXCEPT therefrom those twelve (12) parcels of real property, separate freeholds, being Units numbered and lettered 1A, 1B (upper), 1C, 1D, 2A, 2B, 3A, 4A, 4B, UNIT 1A Lower and Unit 1B Lower, being more particularly identified on the aforesaid survey.

**PARCEL TWO:**

An absolute and indefeasible fee simple interest in and to those parcels of real property, separate freeholds, being Units 1A and 2A, being more particularly delineated on that aforesaid Plat of Survey, which reflects the survey of said building and shows parcel hereby conveyed as "Units 1A and 2A", together with all dimensions at floor level and elevation of floor and ceiling as shown on that plat entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDING ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY: K.W.A. DATE: MAY 1978 FILE: DRAW. 7-W SHT. 7.", which plat in the City of Providence, Rhode Island, on November 5, 1979 at 11:16 A.M.

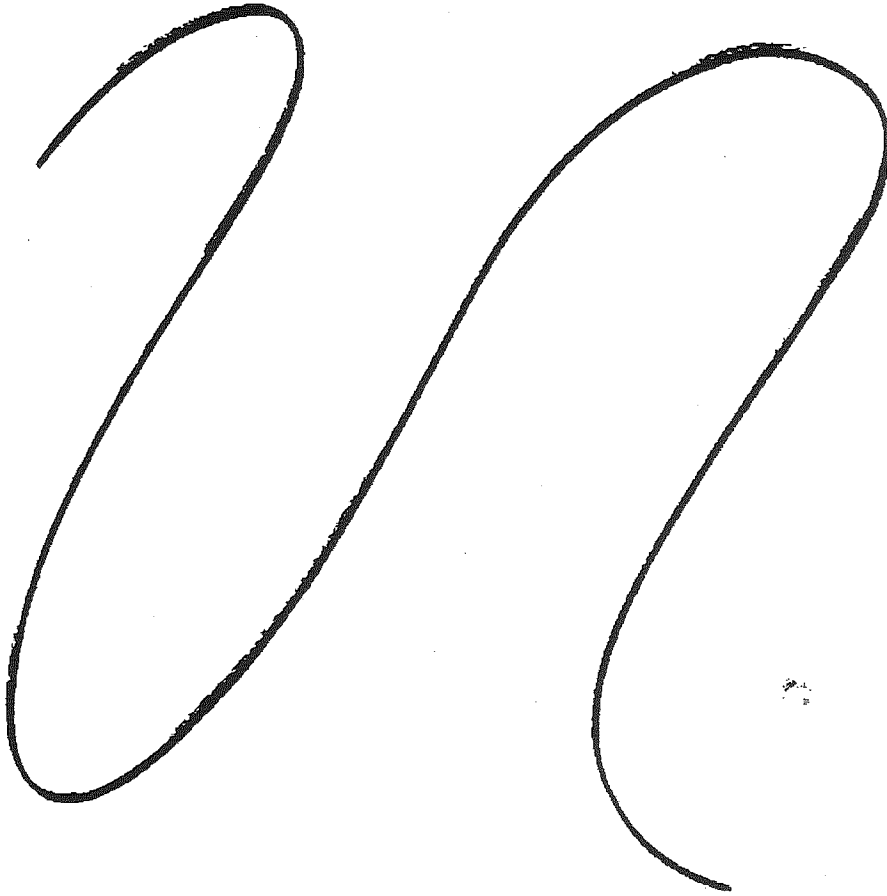
**PARCEL THREE:**

A perpetual and NON-EXCLUSIVE easement in common with, but not limited to all other Unit Owners of the undivided interests in the land and improvements described in Parcel One above, for ingress and egress and use of any public passageways, Common Areas and Facilities upon the land described above in Parcel One and more particularly designated and identified in the aforesaid Hay Buildings Associates Condominium Plan, together with all of the rights, powers and privileges ensuring to the benefit of all Unit Owners of undivided interests in the land and improvements described above in Parcel One.

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

Note.



**RECEIVED:**

Providence  
Received for Record  
Mar 07, 2008 at 12:17:13P  
Document Num: 0005555  
John A. Murphy  
Recorder of Deeds

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

|                        |   |
|------------------------|---|
| RICHARD W. ZACKS,      | ) |
| Plaintiff,             | ) |
|                        | ) |
| v.                     | ) |
|                        | ) |
| PARNASSUS REALTY, LLC, | ) |
|                        | ) |
| and                    | ) |
|                        | ) |
| PARNASSUS REALTY,      | ) |
|                        | ) |
| Defendants.            | ) |

C.A. No. 13-0702

**ORDER APPOINTING TEMPORARY SPECIAL MASTER**

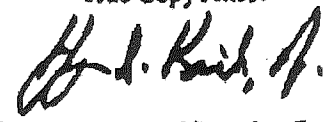
This cause came to be heard on the Verified Petition for Appointment of Special Master (the "Petition") for the Defendants, and upon consideration thereof, it is hereby:

**ORDERED, ADJUDGED and DECREED:**

1. That Joseph M. DiOrto of the Law Office of Joseph M. DiOrto, Inc. be and hereby is appointed temporary Special Master (the "Special Master") of Defendants, and of all the estate, assets, effects, property and business of Defendants of every name, kind, nature and description, with all the powers of a Receiver as set forth herein, including, without limitation, the powers of a Master and Receiver as set forth in Rules 53 and 66 of the Superior Court Rules of Civil Procedure and R.I. Gen. Laws §§ 7-1.2-1314 - 7-1.2-1323. On such notice as may be required, if any, the Special Master may apply to this Court for enhanced powers other than those powers specifically enumerated or otherwise set forth herein.

2. That said Special Master shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$ 10,000 with corporate surety thereon.

True Copy Attest

SUPERIOR COURT  
 FILED  
 2013 SEP 14 A 11:46  
  
 Office of Clerk of Superior Court  
 Counties of Providence & Bristol  
 Providence, Rhode Island

authorized to do business in the State of Rhode Island conditioned that the Special Master will well and truly perform the duties of said office.

3. That said Special Master be and hereby is authorized, empowered and directed to take possession and charge of said estate, assets, effects, property and business of the Defendants, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects and choses-in-action of said Defendants, with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Defendants and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and property as may in the judgment of the Special Master be necessary or desirable for the protection, maintenance and preservation of the Property and assets of said Defendants.

4. That the Special Master is authorized to continue the business of the Defendants until further order of this Court and, in connection therewith, to use such moneys as shall come into the Special Master's hands and possession, as far as the same shall be necessary, for continuing the business of said Defendants until further order of this Court.

5. That the Special Master is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Special Master's discretion may be desirable or necessary for continuance of the business of the Defendants.

6. That said Special Master be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description, including withholding taxes but only after prior notice and an opportunity to be heard by all parties-in-interest.

True Copy Attest

*H. L. Kail, Jr.*

Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

7. That the Special Master shall forthwith, and in all events no later than ninety (90) days from the date hereof, use his best efforts to market and sell the real property and improvements thereon known as 123 Dyer Street, Units 1A and 2A, Providence, Rhode Island 02903 at public auction style sale, in a fashion and at a price that the Special Master believes reasonable, subject to final approval by this Court, after a Hearing thereon with reasonable notice thereof to all interested parties. The aforesaid time period may be extended by the Court for cause upon further application with notice to all parties-in-interest.

8. In fulfillment of the reporting requirements set forth in Rule 53(e) and Rule 66(e) of the Superior Court Rules of Civil Procedure, the Special Master shall file with the Court the Reports referred to in said Rules, as and when the Special Master deems necessary or advisable under the circumstances, or, in any event, as and when required by order of this Court. In addition, the Special Master shall file with the Court, on or before May 1<sup>st</sup> and October 1<sup>st</sup> of each year, a Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7. Notwithstanding the above, the Special Master shall continue to report to the Court on a regular basis.

9. That the Special Master shall continue to discharge said Special Master's duties and trusts hereunder until further order of this Court, that the right is reserved to the Special Master and to the parties hereto to apply to this Court for any other or further instructions to said Special Master and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

10. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 95-01, if applicable, this Court finds that the designation of the above-described person

*John D. Keid, Jr.*

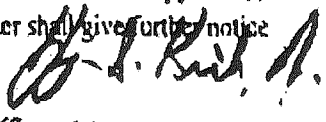
Office of Clerk of Superior Court  
Counties of Providence & Falls of  
Providence, Rhode Island

for appointment as Special Master is warranted and required because of said Special Master's specialized expertise and experience.

11. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Defendants or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Defendants, or the taking or attempting to take into possession any property in the possession of the Defendants or of which the Defendants have the right to possession, or the cancellation at any time during the Mastership proceeding herein of any insurance policy, lease or other contract with Defendants, by any of such parties as aforesaid, other than the Special Master designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Defendants, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Special Master shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further order of this Court.

12. That a Citation be issued to said Defendants, returnable to the Superior Court sitting at Providence, Rhode Island on MARCH 8<sup>th</sup>, 2013 at 9:30 a.m., at which time and place this cause is set down for Hearing on the prayer for the Appointment of a Permanent Special Master; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing the attached Notice of Special Master Appointment once in the Providence Journal on or before February 22<sup>nd</sup>, 2013, and the Special Master shall give further notice

True Copy Attest

  
Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island


by mailing, on or before MARCH 15<sup>th</sup>, 2013, a copy of said Order Appointing Temporary Special Master to each of Defendants' creditors and other interested parties whose addresses are known or may become known to the Special Master.

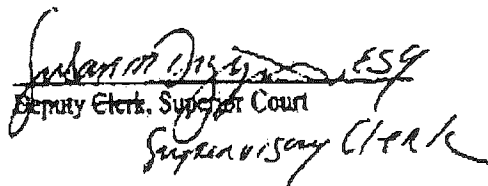
13. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED as an Order of this Court this 14<sup>th</sup> day of February, 2013.

ENTER:

BY ORDER:

  
Associate Justice SILURSTEIN  
2/14/2013

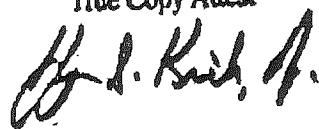
  
Deputy Clerk, Superior Court  
Supervisory Clerk

WPP2879 v2

RECEIVED:

Providence  
Received for Record  
Feb 15, 2013 at 12:03:46P  
Document Num: 00059316  
John A. Murphy  
Recorder of Deeds

True Copy Attest

  
Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

RICHARD W. ZACKS,  
Plaintiff,

v.

PARNASSUS REALTY, LLC,

and

PARNASSUS REALTY.

Defendants.

C.A. No. 13-0702

SUPERIOR COURT  
FILED  
APR 19 4 03 PM

ORDER APPOINTING PERMANENT SPECIAL MASTER

This cause came to be heard on the Verified Petition for Appointment of Permanent Special Master (the "Petition") for the Defendant Parnassus Realty, LLC and Defendant Parnassus Realty (collectively, the "Defendants") and it appearing that the Notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, it is hereby:

**ORDERED, ADJUDGED and DECREED:**

1. That Joseph M. DiOrto of the Law Office of Joseph M. DiOrto, Inc. be and hereby is appointed Permanent Special Master (the "Special Master") of Defendants, and of all the estate, assets, effects, property and business of Defendants of every name, kind, nature and description, with all the powers of a Receiver as set forth herein, including, without limitation, the powers of a Master and Receiver as set forth in Rules 53 and 66 of the Superior Court Rules of Civil Procedure and R.I. Gen. Laws §§ 7-1.2-1314 - 7.1.2-1323. On such notice as may be

True Copy Attest

Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island



required, if any, the Special Master may apply to this Court for enhanced powers other than those powers specifically enumerated or otherwise set forth herein.

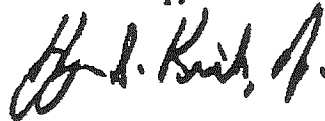
2. That said Special Master shall, as previously ordered by this Court shall continue the Special Master's bond in the amount of \$10,000.00 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Special Master will well and truly perform the duties of said office.

3. That said Special Master be and hereby is authorized, empowered and directed to take possession and charge of said estate, assets, effects, property and business of the Defendants, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Defendants, with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Defendants and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and property as may in the judgment of the Special Master be necessary or desirable for the protection, maintenance and preservation of the Property and assets of said Defendants.

4. That this appointment is made in succession to the appointment of Temporary Special Master heretofore made by order of this Court, and the Special Master shall take and be vested with the title to all assets, property and choses-in-action which have heretofore accrued to the Temporary Special Master with power to confirm and ratify in writing such agreements as entered into by such Temporary Special Master and to carry out and perform the same.

5. That the Special Master is authorized to continue the business of the Defendants until further order of this Court and, in connection therewith, to use such moneys as shall come

True Copy Attest



Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

into the Special Master's hands and possession, as far as the same shall be necessary, for continuing the business of said Defendants until further order of this Court.

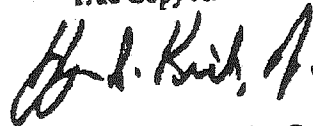
6. That the Special Master is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Special Master's discretion may be desirable or necessary for continuance of the business of the Defendants.

7. That said Special Master be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description, including withholding taxes but only after prior notice and an opportunity to be heard by all parties-in-interest.

8. That the Special Master shall forthwith, and in all events no later than June 15, 2013, use his best efforts to market and sell the real property and improvements thereon known as 123 Dyer Street, Units 1A and 2A, Providence, Rhode Island 02903 at public auction style sale, in a fashion and at a price that the Special Master believes reasonable, subject to final approval by this Court, after a Hearing thereon with reasonable notice thereof to all interested parties. The aforesaid time period may be extended by the Court for cause upon further application with notice to all parties-in-interest.

9. In fulfillment of the reporting requirements set forth in Rule 53(e) and Rule 66(e) of the Superior Court Rules of Civil Procedure, the Special Master shall file with the Court the Reports referred to in said Rules, as and when the Special Master deems necessary or advisable under the circumstances, or, in any event, as and when required by order of this Court. In addition, the Special Master shall file with the Court, on or before May 1<sup>st</sup> and October 1<sup>st</sup> of each year, a Control Calendar Report in accordance with Rhode Island Superior Court

True Copy Attest



Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

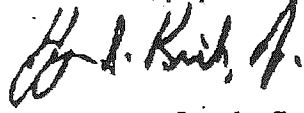
Administrative Order No. 98-7. Notwithstanding the above, the Special Master shall continue to report to the Court on a regular basis.

10. That the Special Master shall continue to discharge said Special Master's duties and trusts hereunder until further order of this Court; that the right is reserved to the Special Master and to the parties hereto to apply to this Court for any other or further instructions to said Special Master and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

11. That, pursuant to and in compliance with the Rhode Island Supreme Court Executive Order No. 9501, if applicable, this Court finds that the designation of the afore-described person for appointment as Special Master is warranted and required because of said Special Master's specialized expertise and experience.

12. All creditors or other claimants hereby are ordered to file under oath with the Special Master at the Law Office of Joseph M. DiOrto, Inc., 144 Westminster Street, Suite 302, Providence, Rhode Island 02903 on or before 16<sup>th</sup> day of July, 2013, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

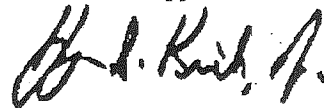
13. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law ~~or equity~~ under

  
Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

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

14. That Notice be given of the entry of this order by the Clerk of this Court by publication of a copy of the annexed Special Mastership Notice once in the Providence Journal on or before the 28<sup>th</sup> day of March, 2013, and by the Special Master mailing on or before the 3<sup>rd</sup> day of April, 2013, a copy of said Special Mastership Notice to each of Defendants' creditors, stockholders and other interested parties whose addresses are known or may become known to the Special Master or appearing as such on the books of said Defendants, addressed to each such stockholder or creditor at his last known address.

True Copy Attest

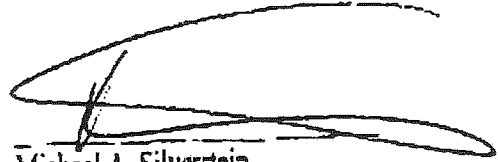


Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

15. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED as an Order of this Court this 18<sup>th</sup> day of March, 2013.

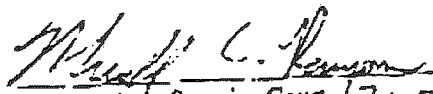
ENTER:



Michael A. Silverstein  
Associate Justice


3/18/2013

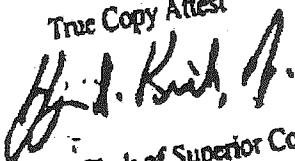
BY ORDER:



Deputy Clerk, Superior Court 3/18/13

RECEIVED:

 Providence  
Received for Record  
Mar 18, 2013 at 10:41:22A  
Document Num: 00061530  
John A. Murphy  
Recorder of Deeds

True Copy Attest  
  
Office of Clerk of Superior Court  
Counties of Providence & Bristol  
Providence, Rhode Island

CB

BOOK

2 PAGE 1150

CB2-1150-1173

PI

I. DECLARATION OF THE HAY BUILDINGS CONDOMINIUM

II. HAY BUILDINGS CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

AND

RULES AND REGULATIONS

RECEIVED FOR RECORD  
at 11...o'clock 15 minutes...  
and recorded in book... page 1150  
of record of Condominium...

NOV - 5 1979

Providence, R. I.

Witness:

.....  
Fee 27.11.....

RETURN TO:  
GUIDO R. SALVADORE  
600 TURKS HEAD BLDG.,  
PROV. R.I., 02903

DECLARATION OF  
THE HAY BUILDINGS  
CONDOMINIUM

THIS DECLARATION made this <sup>1<sup>ST</sup></sup> day of **NOVEMBER**, 1979, by HAY BUILDINGS ASSOCIATES, a general partnership organized and existing under the laws of the State of Rhode Island, hereinafter called the "Declarant", hereby declares and publishes this Plan for ownership in condominium as authorized by Chapter 36 of Title 34, General Laws of Rhode Island, 1956, as amended, referred to as the "Condominium ownership act", which shall hereafter be known as HAY BUILDINGS CONDOMINIUM PLAN. The HAY BUILDINGS CONDOMINIUM PLAN shall consist of the Declaration, By-Laws and Survey.

W I T N E S S E T H:

WHEREAS, the Declarant is the owner in fee simple of certain land located in the City and County of Providence, State of Rhode Island, and more particularly described in Exhibit A, attached hereto and made a part hereof, together with all improvements located thereon, all easement rights and appurtenances thereto and all personal property intended for use in connection therewith (the "Property"), and has plans to convert the building thereon to a combination commercial and office condominium; and

WHEREAS, by this Declaration, Declarant intends to subdivide the Property into real estate units and to establish the Property as a condominium project pursuant to the provisions of said Condominium ownership act subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable

servitudes, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the subsequent owners thereof; and

WHEREAS, a condominium is a method of ownership, which, when applied to a commercial and multi-office building, provides for a separate title to each unit and an undivided interest in and to all and/or a part of the property that remains; and

WHEREAS, under the said Condominium ownership act, it is necessary that the rights, privileges and obligations of the Declarant, unit owners, board of managers, mortgagees and others who may be interested therein be explicitly set forth;

NOW, THEREFORE, the Declarant, pursuant to said Condominium ownership act, does hereby declare and state on behalf of itself, its successors and assigns, and on behalf of all persons having or seeking to acquire any interest of any nature whatsoever in the Property, as follows:

ARTICLE I

1.1 Intention. The Declarant states that it is the owner in fee simple of the Property and hereby submits the same to the provisions of said Condominium ownership act.

ARTICLE II

Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration, including the Exhibits hereto, shall have the following meanings:

2.1 "Act" means Chapter 36 of Title 34 of the General Laws of Rhode Island, 1956, as amended, entitled the "Condominium ownership act", as the same may be amended from time to time.

2.2 "Assessment" means the assessment made by the Board of Directors with respect to each Unit for the payment of Common Expenses as described in the By-Laws.



2.3 "Association" means the HAY BUILDINGS CONDOMINIUM ASSOCIATION, INC., a Rhode Island nonbusiness corporation, the sole members of which are the Unit Owners acting as a group in accordance with this Declaration.

2.4 "Board of Directors" means those persons elected from time to time as members of the Board of Directors of the Association pursuant to this Declaration and their successors in office.

2.5 "Building" means any structure or other improvement now comprising a part of the Property or hereafter comprising a part of the Property.

2.6 "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit B, as the same may be amended from time to time.

2.7 "Common Elements" means both General Common Elements and Limited Common Elements as defined in Article V hereof.

2.8 "Common Charges" means each Unit's share of the Common Expenses in accordance with its common interest in relation to the entire project, as determined by the Board of Directors.

2.9 "Common Expenses" means all costs, expenses and other liabilities lawfully assessed against the Unit Owners (a) incurred by the Board of Directors in connection with the administration, management, maintenance, repair and replacement of the Common Elements, or (b) incurred by the Board of Directors in connection with the exercise of its rights or the performance of its duties and obligations hereunder, or (c) determined by the Association to be Common Expenses or (d) declared to be Common Expenses by the provisions of this Declaration.

2.10 "Common Profits" means the excess of all receipts derived from Assessments and other payments to the Board of Directors, including insurance proceeds and condemnation awards after the deduction of all Common Expenses and amounts reserved for payment of Common Expenses.

2.11 "Declarant" means HAY BUILDINGS ASSOCIATES, its successors and assigns.

2.12 "Common Surplus" means the excess of all receipts of the Condominium organization including, but not limited to, assessments, rents, profits, and revenues on account of the common elements over the amount of common expenses.

2.13 "Condominium Documents" means and includes this Declaration as the same may be amended from time to time, By-Laws and Survey.

2.14 "Condominium Property" means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights thereto for use in connection with the Condominium.

2.15 "Declaration" means this Declaration, together with all exhibits thereto, as the same may be amended from time to time.

2.16 "Mortgagee" means the holder of any recorded first mortgage encumbering one or more Units.

2.17 "Percentage Interest" means the interest of each Unit in the Common Elements, established pursuant to Article VI hereof.

2.18 "Plans" means the plans and specifications for the rehabilitation and renovation of the improvements on the Property prepared by Childs, Bertman, Tseckares & Casendino, Inc., 306 Dartmouth Street, Boston, Massachusetts 02116, a true and correct copy of which shall be kept on the Property by the Board of Directors.

2.19 "Property" means the land, together with all buildings and improvements thereon described in said Exhibit A, attached hereto, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

2.20 "Rules and Regulations" means the Rules and Regulations set forth in Schedule A attached to the By-Laws as the same may be amended from time to time.

2.21 "Survey" means that certain record of survey map entitled "A Condominium Proposal for HAY BUILDINGS ASSOCIATES, Providence, RI, Kenneth W. Anthony & Assoc., 275 South Pierce Rd., East Greenwich, RI 02818, dated May 1978", and recorded in the Records of Land Evidence of the City of Providence contemporaneously herewith.

2.22 "Unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in the building of one or more floors or stories provided, always, that any such Unit has direct exit to a thoroughfare or to a Common Element leading to a thoroughfare. The lower boundary of any such Unit is a horizontal plane (or planes), the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any such Unit is a horizontal or inclined plane (or planes), the elevation or slope of which coincides with the lower surface of the unfinished ceiling or roof thereof, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any such Unit are vertical planes which coincide with the unexposed unfinished interior surfaces of the perimeter walls thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral perimetrical boundaries of the Unit. In addition to the area contained in each Unit as hereinabove described, electrical and mechanical equipment and appurtenances located within any Unit or adjacent thereto and designated to serve only that Unit, such as appliances, air-conditioners, condensers, heaters, outlets, electrical receptacles and outlets, fixtures, and doors, windows and all nonstructural interior dividing walls and partitions (including the space occupied by such walls and partitions), and the like, shall be considered a part of and included in the Unit. Without limiting the foregoing, the electrical panel box and all wiring therefrom into a Unit and the condenser for the air conditioner and all wiring therefrom into a Unit shall be considered part of such Unit. Excluded from the Unit are all

bearing walls (other than the finished surfaces thereof) and all floor joists and subfloors.

2.23 "Unit Owner" or "Owner" means any person, group of persons, corporation, trust or other legal entity or any combination thereof, which holds legal title to a Unit within the Condominium Project; provided, however, that any person or group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an Owner.

2.24 "Termination of Control Date" means December 31, 1979 or whenever Declarant shall either sell or lease to purchasers all of the Units, whichever event shall occur first.

#### ARTICLE III

3.1 Property Subject to Declaration. The Property which is, and shall be, subject to this Declaration is located in the City of Providence, State of Rhode Island, and is more particularly described in said Exhibit A.

3.2 The Building. The Condominium Project consists of one building constructed principally of brick which is four stories in height together with storage areas in the basement.

3.3 The Condominium Units. The general description and number of each Unit, including its dimensions, location and such other data as may be necessary or appropriate for its identification, are set forth on the Survey.

#### ARTICLE IV

4.1 Use, Purposes and Restrictions. Each Unit located on the second, third and fourth floors of the Property will be used exclusively by professional business occupants, including without limiting the generality of the foregoing, attorneys-at-law, certified public accountants, architects, banking and trust type institutions, insurance agencies, advertising agencies, stock brokerage, real estate and real estate title insurance firms and/or investment firms, or the like. Each Unit (including the upper and lower levels thereof) located on the first floor of the Property will be used exclusively by (a) the aforesaid pro-

professional business occupants; provided, however, no practising attorney-at-law will be permitted to occupy any portion thereof and (b) retail business establishments which may be permitted or allowed under the provisions of the zoning ordinances of the City of Providence; provided, however, no type of restaurant operation shall be permitted.

4.2 No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred except as may be provided in the Act or Article VI hereof.

4.3 There shall be no obstruction of the General Common Elements nor shall anything be stored in the General Common Elements without prior consent of the Board of Directors.

4.4 Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance on the Building or the contents thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building or the contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements.

4.5 Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Building and no signs, awnings, canopies, shutters or radio or television antennas shall be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior consent of the Board of Directors.

4.6 No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements.

4.7 No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either wilfully or negligently which may be or become an annoyance or nuisance to the other Unit

Owners or occupants.

4.8 Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Building or the mechanical systems or lessen the support of any part of the Property.

4.9 No materials or matter of any kind or any articles shall be hung out or exposed on any part of the Common Elements, other than rights permitted by the By-Laws. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and items.

4.10 All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4.11 The Association, acting by its Board of Directors, shall have the power to amend or supercede the Rules and Regulations as may be necessary to carry out the intent of these restrictions. Such rules and regulations may allow the Board of Directors to levy fines for violations of these regulations. Any unpaid charge so levied is to be considered a special assessment against the violating Unit Owner and his Unit. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law.

#### ARTICLE V

Common Elements. All areas and facilities shown on the Survey which are not part of a Unit shall comprise the Common Elements and such Common Elements shall be designated as "General Common Elements" and "Limited Common Elements" defined as follows:

5.1 Limited Common Elements. The Limited Common Elements are those designated as such on the Survey by appropriate designation as Limited Common Elements. All such Limited Common Elements are reserved for the exclusive use of the Units indicated on the Survey or designated by the Board of Directors, as the case may be.

5.2 General Common Elements. The General Common Elements shall be comprised of all of the Common Elements which are not part of the Limited Common Elements as designated on the Survey and shall include the following:

- (a) The land described in said Exhibit A on which the improvements stand; and
- (b) The foundations, bearing walls, perimeter walls, main walls, halls, columns, girders, beams, supports, corridors, concrete floors, and those portions of the ceilings of Units from the exposed face of the unfinished ceiling to the upper face of the unfinished floor of the Unit or roof above and the roofs of the Building, lobbies, stairways, and entrances and exits or communication ways; and
- (c) The compartments or installations of central services such as power, light, gas, hot and cold water, central air-conditioning, central heating, compressors, pumps generators, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines, except such as may be included in and for the exclusive use of a Unit; and
- (d) The storage area located in the basement and in general, all devices or installations existing for common use; and
- (e) All other elements of the condominium project rationally of common use or necessary to its existence, upkeep and safety.

#### ARTICLE VI

6.1 Undivided Interest in Common Elements. The undivided Percentage Interest of each Unit in the Common Elements is set forth in Exhibit B, attached hereto and made a part hereof, except as the same may be altered in accordance with Section 6.2 or 6.5 hereof. The Percentage Interest in the Common Elements shall be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyancing deed or other instrument, except as provided in Section 6.2 or 6.5 hereof.

6.2 Alterations by Declarant. The Declarant reserves the right to alter the lateral boundaries of any Unit, to subdivide any Unit or to merge two or more Units together (so long as after such merger the Building shall contain not less than four (4) Units) so long as the Declarant owns such Unit or Units. In such event, the Declarant shall record (a) an amendment to the Survey showing any change in the dimensions of a Unit and the adjoining Common Elements and (b) an amendment to this Declaration to reapportion the Percentage Interests in the

Common Elements of the Units so altered, subdivided or merged to reflect the change in value of such Unit or Units. No such amendment shall (a) alter or diminish the undivided interest in the Common Elements of Units not then owned by the Declarant or Units owned by Declarant but under a contract of sale not then in default or (b) diminish the total undivided interest in the Common Elements previously allocated to the Units undergoing such alteration, subdivision or merger. Notwithstanding any provision in this Declaration to the contrary, any such amendment to the Survey and this Declaration need be executed only by the Declarant.

6.3 Percentage Interest in Common Expenses. Each Unit shall have a percentage interest in the Common Expenses and Common Profits of the Condominium equal to its Percentage Interest in the Common Elements set forth in Exhibit B, attached hereto, except as amended in accordance with the provisions of Sections 6.2 or 6.5 hereof.

6.4 Voting. The Owner or Owners of each Unit shall be entitled to cast the number of votes per Unit specified in the By-Laws on any matter which an Owner is entitled to vote pursuant to this Declaration, except that no Owner, directly or indirectly, other than the Declarant may vote more than forty-five (45%) percent of the aggregate voting power. The voting power in excess of forty-five (45%) percent of any such Owner shall be reallocated pro rata among all other Owners and such other Owners shall have the right to vote the shares allocated to each of them pursuant to such reallocation.

6.5 Subdivision, etc. by Unit Owners. If a Unit Owner desires to subdivide or relocate the boundary of his Unit, the Unit Owner shall send a notice

to the Board of Directors setting forth the proposed subdivision or relocation and how the Percentage Interests of his Unit will be reallocated. Unless the Board of Directors determines within thirty (30) days that the reallocation of Percentage Interests is unreasonable, the Board of Directors shall approve the proposed subdivision or relocation provided that the proposed action (a) will not cause the Condominium to have less than four (4) Units as defined in Section 2.22 hereof, (b) will not result in a Unit that has less than five hundred (500) square feet of floor area and (c) will not cause any violation of any applicable zoning ordinance, building or fire code or other Federal, State or local law, ordinance or regulation. The Board shall prepare at the Unit Owner or Owners' expense an amendment to the Declaration that identifies the Unit or Units involved, states the reallocations of Percentage Interests, assigns an identifying number to each new Unit, if any, created, and contains words of conveyance, if necessary. The amendment shall be executed by the Unit Owner or Owners involved and recorded with the Land Evidence Records of the City of Providence. The Board of Directors shall cause an amendment to the Survey to be prepared and recorded at the expense of the Unit Owner or Owners to show the subdivision or relocation. All expenses incurred by the Board of Directors, including, without limitation, counsel fees, filing fees and architectural and engineering fees, shall be paid by the Unit Owner or Unit Owners involved irrespective of whether the Board approves the proposed action. The Board may require prior to its approval that the Unit Owner or Unit Owners make a cash deposit with the Board to pay for the expected expenses. Any amount owed by the Unit Owner hereunder to the Association or the Board of Directors shall constitute a Special Assessment against such Owner's Unit. Such a relocation or merger shall not affect the boundaries of any Common Elements.



6.6 Ownership of Two Adjoining Units. If a Unit Owner who owns two adjoining Units desires to remove or alter any intervening partition which is a Common Element or create apertures therein, he shall send a notice together with plans to the Board of Directors setting forth the proposed action. Thirty (30) days after the giving of such notice or the prior approval of the Board of Directors, the Unit Owner may proceed; provided that the proposed acts will not impair the structural integrity or utility systems or lessen the support of any portion of the Building. Removal of partitions or creation of apertures under this Section is not a relocation of boundaries.

#### ARTICLE VII

7.1 Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and appurtenant to the designated Unit except as provided in Sections 6.2 and 6.5 hereof. No Owner of any Unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Act.

7.2 Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction or repair of the Building, made by or with the consent of the Association, or if any such encroachments shall occur hereafter as a result of settlement or shifting of the Building, a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. In the event the Building, any Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, with the consent of the Association, then any minor encroachment of parts of the Common

Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such reconstruction, shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

7.3 Easements. Each Unit Owner shall have an easement in common with the other Owners to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in the Common Elements or located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving other Units and located in such Unit. The Association shall have the right of access to each Unit to inspect the same, remove violations therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building, subject, however, to the provision that the work of installation or repair (other than work done by the Owner of a Unit within his own Unit) shall be performed by the Association or its agent. The Owners of Unit Nos. 2-B, 3-B and 4-B, their respective heirs, executors, administrators, successors and assigns, shall have an easement of ingress and egress across Units 2-A, 3-A and 4-A, respectively, to the stairway on their respective floors on the westerly side of the building.

The location of said easements shall be determined by the Owners of Units 2-A, 3-A and 4-A, respectively, provided that such easements shall provide reasonably direct access and shall conform to State and local Building and Fire Code requirements.

7.4 Storage. Each Unit Owner shall have the right of access to and use of the storage area located in the basement area on the northerly side of the building. The percentage of such storage area available to each Unit Owner is shown on Exhibit B, attached hereto.

ARTICLE VIII

8.1 Sale or Lease of Units. Prior to the sale or lease of a Unit by any Unit Owner other than the Declarant, and its successors and assigns, the Owner thereof shall notify the Board of Directors of the proposed sale or lease. Such notice shall include an executed copy of a purchase and sale agreement or lease between the Unit Owner and the proposed purchaser or lessee containing the terms of the proposed sale or lease, the name and address of the proposed buyer or lessee (including that of any stockholder or other person who has a financial interest in the proposed buyer or lessee), a list of all mortgages, taxes and other liens encumbering the Unit, the purpose for which the proposed buyer (or lessee) intends to use the Unit and such other information as the Board of Directors may reasonably request. The notice shall be accompanied by an offer to sell or lease the Unit to the Association on the same terms and conditions as contained in the purchase and sale agreement or lease with the proposed buyer or lessee. Within fifteen (15) days after receipt of such notice, the Board of Directors may elect, by notice to such Unit Owner, to purchase or lease the Unit on said terms and conditions. The closing shall be held at the office of the Registry of Deeds of the City of Providence, State of Rhode Island forty-five (45) days after the Board of Directors has given such notice. In the event that the Association does not exercise its right of first refusal within the time period allowed, the Unit Owner may sell or lease his Unit within the next ninety (90) days to the proposed purchaser or lessee in accordance with the proposed purchase and sale agreement or lease. In the event the Unit Owner does not so sell or lease his Unit, the Unit may not be sold or leased without again complying with the provisions of this Section. The above provisions shall apply also to any sublease of a Unit.

Notwithstanding the foregoing, a Unit Owner may lease or sublease his rights to the basement storage area referred to in paragraph 7.4 of Article VII to another Unit Owner (or the latter's lessee or sublessee) without the permission of the Board of Directors.

8.2 Written Release. If the Association waives or fails to exercise its right of first refusal to purchase or lease a Unit, the Association shall, on written request of the Owner of such Unit, execute and deliver in recordable form an instrument which indicates such waiver or expiration of the right of first refusal. The instrument of the Association, when executed and acknowledged by a majority of the Board of Directors, shall be conclusive in favor of all persons who rely thereon in good faith.

8.3 Financing of Purchase of Units by Board of Directors. Acquisition of Units by the Board of Directors, or its designee, on behalf of the Association, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may levy a Special Assessment against each Unit Owner in proportion to his Percentage Interest. The Board of Directors, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit being acquired by the Board of Directors. No approval from the Unit Owners shall be required for such acquisition, Special Assessment or financing.

8.4 Exceptions. The provisions of Section 8.1 shall not apply with respect to any sale or conveyance by a Unit Owner of his Unit to his spouse or to any of his children or to his parent or parents or to his brothers or sisters or any one or more of them, or to any corporation which is a wholly owned subsidiary of a Unit Owner or to any Unit owned by the Declarant, or to the acquisition or sale of a Unit by a mortgagee herein authorized who shall acquire title to such Unit

by foreclosure or by deed in lieu of foreclosure, or to any (a) partnership or corporation that acquires, or succeeds to, the business of the Unit Owner; or (b) corporation into which or with which a corporate Unit Owner merges or consolidates or which acquires all of the assets of any such corporate Unit Owner; provided, the majority ownership of such partnership or corporation, directly or indirectly, is comprised of the owners of said Unit. However, the provisions of Section 7.1 shall apply with respect to any purchaser of such Unit from such mortgagee.

8.5 Gifts and Devises, etc. Any individual Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by will, or to pass the same by intestacy, without restriction.

8.6 Lease Provisions; Termination by Board of Directors. Every lease and sublease shall provide that the Board of Directors shall have the power to terminate any lease or sublease and to bring legal proceedings to evict the lessee in the name of the lessor in the event of a default by the lessee or sublessee, or in the event such persons shall violate the terms of the Declaration.

8.7 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association all unpaid Common Expenses and Special Assessments assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

8.8 Mortgage of Units. No Unit Owner shall mortgage his Unit except by mortgages made to a commercial or savings bank, trust company, insurance company, savings and loan association, pension fund, governmental agency or other institutional lender, or to the seller of such Unit (purchase money mortgage) including without limitation, the Declarant.

ARTICLE IX

9.1 Condemnation: Partial Taking Without Direct Effect on Units. If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no Unit is taken, all compensation and damages for and on account of the taking of the Common Elements, exclusive of compensation for consequential damages to an affected Unit, shall be payable to the Association or to the Insurance Trustee, if any, selected in accordance with the By-Laws, as trustee for all Unit Owners and mortgagees in proportion to their respective interests in such Common Elements. The Association acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of the Unit Owners to represent their own interest. Such proceeds shall be disbursed in accordance with the provisions in the By-Laws governing the disbursement of insurance proceeds. Nothing herein is to prevent Unit Owners whose Units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Unit Owners and the Association, or Trustee, as the interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

9.2 Condemnation: Partial or Total Taking Directly Affecting Units. If part of all the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof is taken, the

Association shall have the right to act on behalf of the Unit Owners with respect to Common Elements as in Section 9.1 of this Article, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Association or Trustee, first to restore the remaining Units and Common Elements in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild buildings containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the By-Laws. In the event that the Board of Directors determines that such a taking so removes land and a portion of the Building that cannot effectively be restored or replaced substantially in compliance with the Plans and unless seventy-five (75%) percent of the Unit Owners and holders of the first mortgages encumbering seventy-five (75%) percent of the undivided interest in the Common Elements subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE X

10.1 Resident Agent. The Resident Agent for the Condominium and the person authorized to accept service of process as provided by law is Joseph V. Cavanagh, whose present post office address is 600 Turks Head Building, Providence, Rhode Island 02903. The Board of Directors may from time to time designate a

successor Resident Agent and same shall be evidenced by an instrument duly executed by the Secretary of the Association and Recorded.

ARTICLE XI

11.1 Construction and Enforcement. The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of a condominium project. Violation of any of the terms of this Declaration, including the By-Laws and the Rules and Regulations, shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in this Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the Managing Agent, or any Owner or Mortgagee.

In addition, each Owner or other person violating the terms hereof shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, Board of Directors, Managing Agent and any Owner relating to such violation. The failure or forbearance by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

11.2 Severability. Invalidation of any one of the covenants of restrictions by judgment, decree or order shall in no way affect any other provisions hereof,



each of which shall remain in full force and effect.

11.3 Amendment. This Declaration may be amended only by the written consent of the Owners of three-fourths (3/4ths) of the Percentage Interests in good standing or by the vote of such Owners at a meeting called in accordance with the By Laws, except as hereinafter provided:

(a) Until the Termination of Control Date, in addition to the Declarant's rights under Section 6.2, the Declarant may modify the Plans and Survey with respect to minor changes in the dimensions of any Unit or the Building or changes with respect to location thereof on the Property.

(b) Until the Termination of Control Date, the Declaration may not be amended without the written approval of the Declarant.

(c) The By Laws and Regulations may be amended as provided by the By Laws.

(d) Except as provided in Sections 6.2 and 6.5 hereof, no amendment shall change the Percentage Interest, common expense liability, voting strength, boundaries, or permitted use of any Unit without the approval of all Unit Owners and Mortgagees in writing or by vote (in person or by proxy) at a meeting called in accordance with the By-Laws.

(e) The provisions of Section 4.1 relating to the use of Units located on the first floor of the Property and in that portion of the basement area which is available for use, may not be amended without the approval of the Owners of such Units.

In the event an amendment is approved at a meeting of the Unit Owners, the Secretary shall execute a certified resolution of such vote. Any amendment shall become effective only when the written consent or the certified resolution, as the case may be, is Recorded.

#### ARTICLE XII

12.1 Termination. The Unit Owners may remove the Property from the provisions of the Act and this Declaration by an instrument to that effect, recorded and containing the signatures of eighty (80%) percent of the Unit Owners, provided the holders of all liens affecting any of the Units, consent thereto or agree, in either case by recorded instruments, that their liens be transferred to an undivided interest in the Property.

Upon the removal of the Property from the provisions of the Act and this Declaration, the Unit Owners shall be deemed to own the Property as tenants in common, with undivided interests equal to the percentage of undivided interests in the Common Elements owned by each such owner immediately prior to the recordation of the instrument referred to in Section 12.1 of this Article. As long as such tenancy in common continues, each Unit Owner shall have an exclusive right of occupancy of that portion of the Property which formerly constituted his Unit.

Upon removal of the property from the provisions of the Act and this Declaration, any rights the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately prior to the recordation of the instrument referred to in Section 12.1 of this Article.

The removal provided for in this Section shall not bar the subsequent resubmission of the Property to the provisions of the Act, by an instrument signed by the same percentage of Unit Owners and mortgages as specified in Section 12.1 of this Article for removal.

#### ARTICLE XIII

13.1 Miscellaneous. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective

of the number of violations or breaches which may occur.

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

This Declaration is set forth to comply with the requirements of the Condominium Ownership Act. In the event of any conflict between this Declaration and the provisions of the Condominium Ownership Act, the provisions of such statute shall control.

IN WITNESS WHEREOF, the Declarant has executed these presents on the day and year first above written.

HAY BUILDINGS ASSOCIATES

By Guido R. Salvatore  
GUIDO R. SALVADORE, PTR

By John T. Walsh, Jr.  
JOHN T. WALSH, JR., PTR

By Gerald C. DeMaria  
GERALD C. DEMARIA, PTR

By Joseph V. Cavanagh  
JOSEPH V. CAVANAGH, PTR

By Kenneth P. Borden  
KENNETH P. BORDEN, PTR

By Harold E. Adams, Jr.  
HAROLD E. ADAMS, JR., PTR

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence in said County on this 1st day of November A. D. 1979, before me personally appeared GUIDO R. SALVADORE, JOHN T. WALSH, JR., GERALD C. DEMARIA, JOSEPH V. CAVANAGH, KENNETH P. BORDEN AND HAROLD E. ADAMS, JR. to me known and known by me to be the parties executing the foregoing instrument and they acknowledged said instrument by them executed to be their free act and deed and the free act and deed of HAY BUILDINGS ASSOCIATES.

Clare L. Fagan  
-21- CLARE L. FAGAN Notary Public  
Notary Public

That parcel of land, with all buildings and improvements thereon, situated in the City of Providence in the State of Rhode Island bounded and described as follows:

Beginning at a point in the northeasterly line of Hay Street at the most westerly corner of the premises herein described and at the most southerly corner of land now or lately of Thomas Realty Assoc., Ltd., said point of beginning being sixty-seven and 42/100 (67.42) feet southeasterly from the intersection of the southeasterly line of Pine Street with the northeasterly line of Hay Street as measured along the northeasterly line of Hay Street; thence northeasterly bounding northwesterly on said Thomas Realty Assoc., Ltd. land ninety and 953/1000 (90.953) feet to land now or lately of Ekim Corporation; thence southeasterly bounding northeasterly on said Ekim Corporation land sixty-three and 10/100 (63.10) feet to Dyer Street; thence southwesterly bounding southeasterly on Dyer Street one hundred twenty-four and 91/1000 (124.091) feet to a point at the intersection of the northwesterly line of Dyer Street with the northwesterly line of Friendship Street; thence continuing southwesterly bounding southeasterly on Friendship Street eight and 390/1000 (8.390) feet to Hay Street; thence northwesterly bounding southwesterly on Hay Street one hundred thirty-nine and 784/1000 (139.784) feet to the point and place of beginning.

Being the same premises conveyed by deed from West Passage Development Corporation to Hay Buildings Associates.

Subject to the following:

Gangway rights and obligations as granted and reserved in deed from Jacob D. Grossman et al to Edward C. Wilde dated April 3, 1923 and recorded in the Office of the Recorder of Deeds in the City of Providence in Book 634 at page 229.

Party Wall Agreement in Deed Book 179 at page 355.

Party Wall Agreement in Deed Book 187 at page 517.

Sewer and drains serving the northwesterly adjoiner connect with the drain serving the premises and thence into the sewer in Hay Street.

EXHIBIT A

SCHEDULE OF UNITS AND PERCENTAGE  
OF INTEREST IN THE COMMON ELEMENTS

| <u>UNIT NO.</u> | <u>AREA IN SQUARE FEET*</u> | <u>PERCENTAGE OF INTEREST<br/>IN COMMON ELEMENTS</u> |
|-----------------|-----------------------------|--|
| 1-A             | 3,530                       | .1093  |
| 1-B (Upper)     | 1,530                       | .0474  |
| 1-B (Lower)     | 1,133                       | .0351  |
| 1-C             | 1,001                       | .0310  |
| 1-D             | 1,490                       | .0461  |
| 2-A             | 5,073                       | .1571  |
| 2-B             | 2,595                       | .0804  |
| 3-A             | 5,073                       | .1571  |
| 3-B             | 2,672                       | .0828  |
| 4-A             | 5,300                       | .1641  |
| 4-B             | <u>2,892</u>                | <u>.0896</u>   |
| TOTALS          | 32,289                      | 1.0000   |
| 1-A (Lower)**   | 3,530                       | None   |

\* Square feet specified are based upon amounts shown in Survey.

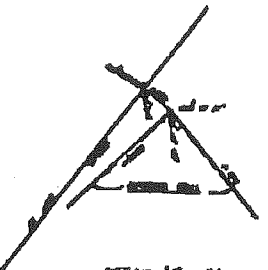
\*\* The area of Unit 1-A(Lower) is not to be included in these computations, since it is storage area appurtenant to and part of Unit 1-A.

Received for Record at 11 o'clock 15 min. AM

NOV 5 1979

*Jeremi Forman*

Recorder of Deeds



METAL 'C'-878

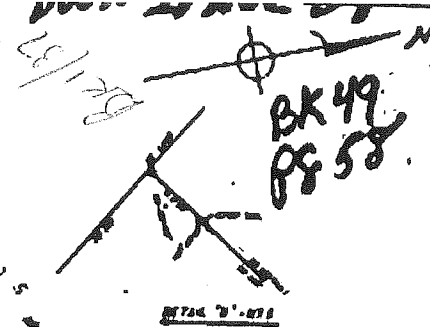
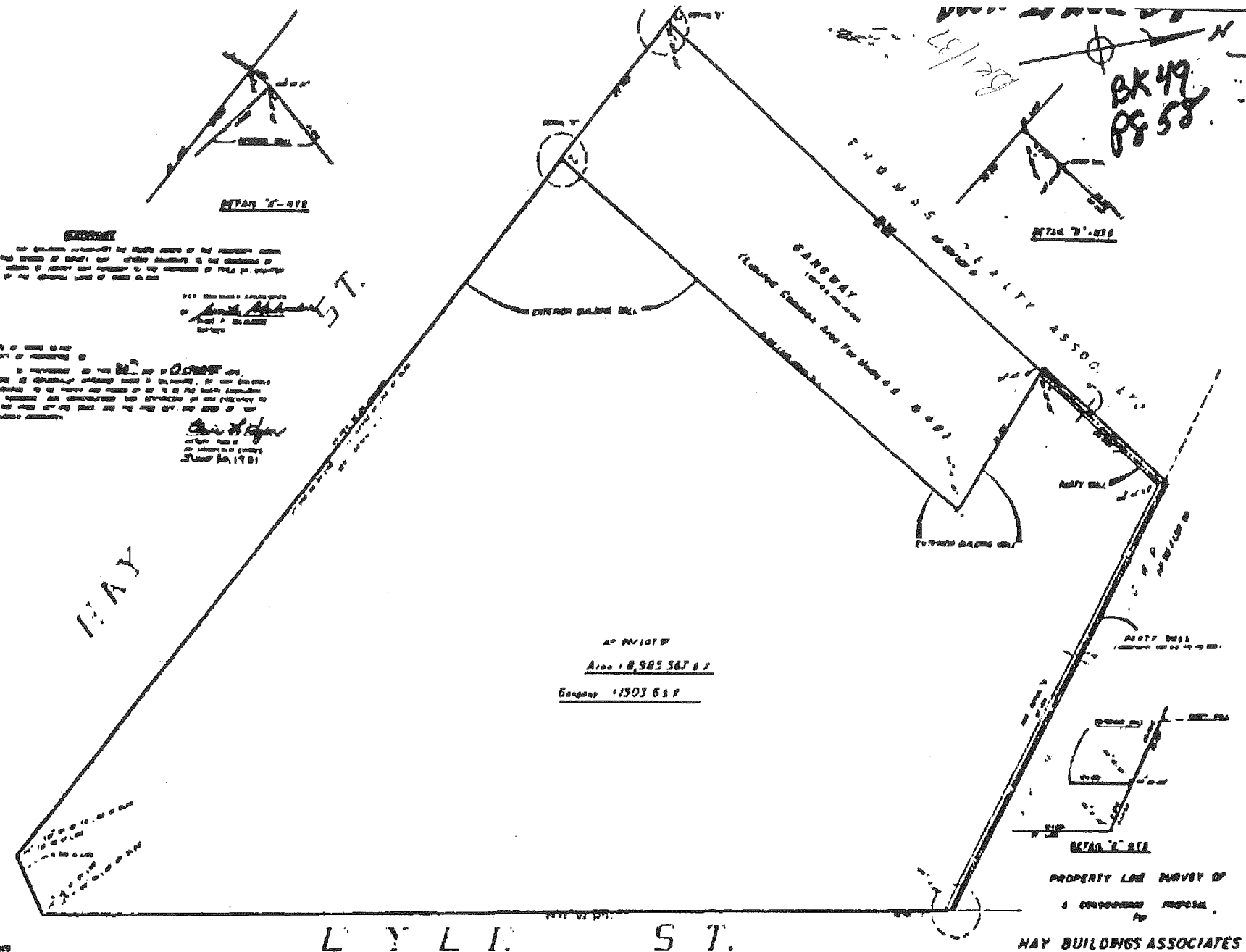
**NOTICE**

THE CONDITIONS SHOWN ON THIS PLAN OF THE PROPERTY ARE TO THE BEST OF OUR KNOWLEDGE AND BELIEF CORRECT AND ACCURATE AT THE DATE OF OUR SURVEY AND SUBJECT TO THE EXISTENCE OF TITLE OR INTEREST IN THE PROPERTY OF OTHER PARTIES.

BY: *[Signature]*  
 SURVEYOR

THIS PLAN IS A REVISION OF THE PLAN OF THE PROPERTY AS SHOWN ON THE MAP OF THE CITY OF PROVIDENCE, R.I., DATED 1903, AND IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS THEREON.

BY: *[Signature]*  
 SURVEYOR



METAL 'D'-878

METAL 'E'-878

PROPERTY LINE SURVEY OF  
 A CONDOMINIUM PROJECT  
 FOR  
 MAY BUILDINGS ASSOCIATES  
 PROVIDENCE, RI

THIS PLAN IS A REVISION OF THE PLAN OF THE PROPERTY AS SHOWN ON THE MAP OF THE CITY OF PROVIDENCE, R.I., DATED 1903, AND IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS THEREON.

BY: *[Signature]*  
 SURVEYOR

GRAPHIC SCALE  
 SHEET NO. 1 OF 6



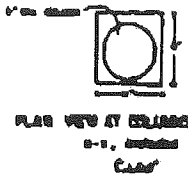
|      |      |     |
|------|------|-----|
| DATE | FILE | NO. |
|      |      |     |

Checked by: *[Signature]*  
 BK 49  
 PG 58

BK 49  
Pg 59

*See also plan  
1st Floor*

*Lot 100*



PLAN VIEW AT CEILING  
C-1, SECTION  
C-1

HAY

ST.

UNIT 1-A

UNIT 1-B (UPPER)

UNIT 1-C

UNIT 1-D

D Y E R

S T.

THIS PLAN SHOWS THE GENERAL LAYOUT OF THE BUILDING AS PROPOSED AND IS NOT TO BE CONSIDERED A CONTRACT DOCUMENT UNLESS SPECIFICALLY REFERRED TO AS SUCH IN A CONTRACT.

A CONCEPTUAL PROPOSAL FOR  
**HAY BUILDINGS ASSOCIATES**  
SITUATED IN  
PROVIDENCE, RI

© 1988 HAY

SHEET NO. 2 OF 6

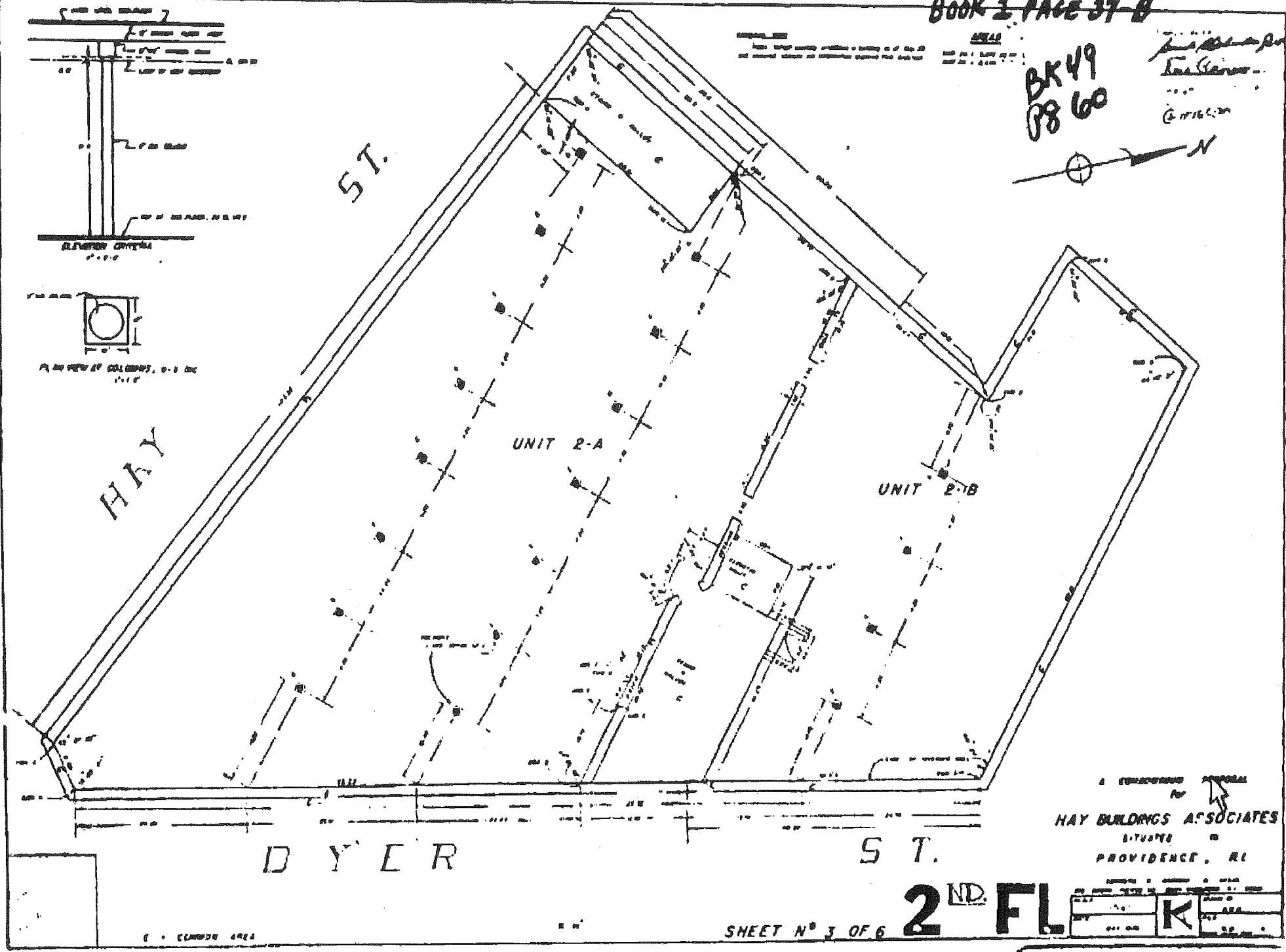
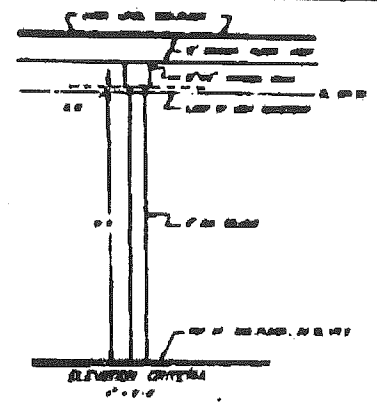
1<sup>ST.</sup> FL

|     |          |       |       |
|-----|----------|-------|-------|
| NO. | DATE     | BY    | CHKD. |
| 1   | 11/10/88 | J. K. |       |

BOOK 1 PAGE 37-B

BK 49  
P 860

*James B. ...*  
*For Review*  
6/17/60



CONSULTING ARCHITECT  
FOR  
**HAY BUILDINGS ASSOCIATES**  
INCORPORATED  
PROVIDENCE, RI

SHEET N° 3 OF 6 **2<sup>ND</sup> FL** **K**

CONCRETE AREA

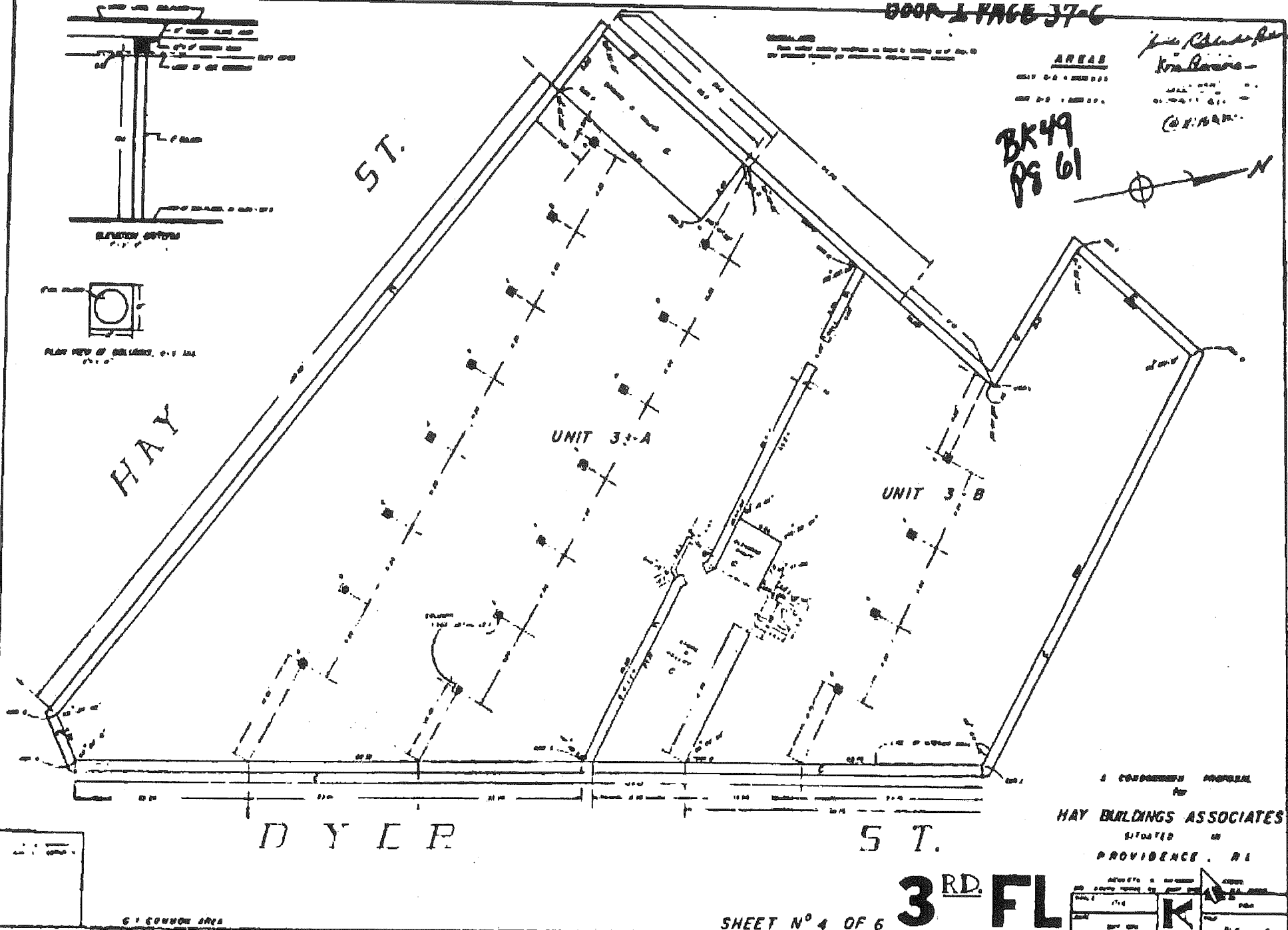
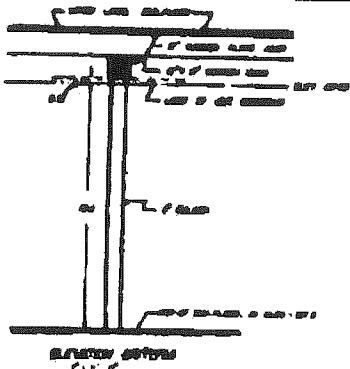


GENERAL NOTE  
THIS UNIT SHOWN HEREIN IS SUBJECT TO THE PLAN OF THE  
ENTIRE BUILDING OF WHICH THIS UNIT IS PART

*John R. Blawie*  
*Kim Blawie*  
ARCHITECTS  
CORPORATION

AREAS  
SOLID LINE  
DASH LINE

BK 49  
PS 61



A CONDENSED PROGRAM  
FOR

HAY BUILDINGS ASSOCIATES  
SITUATED IN  
PROVIDENCE, R.I.

6' COMMON AREA

SHEET N° 4 OF 6

3<sup>RD.</sup> FL

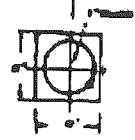
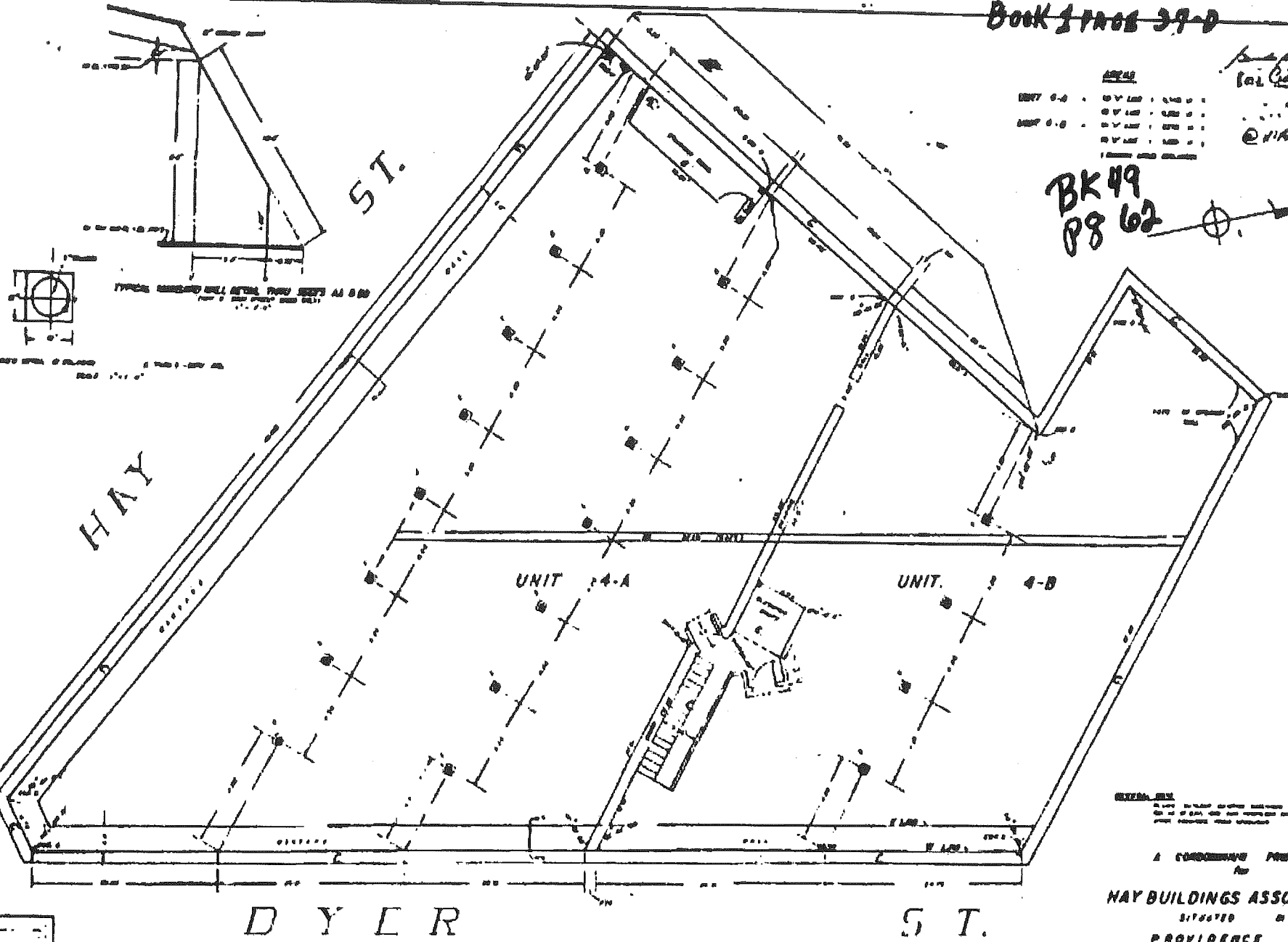
|     |      |     |       |
|-----|------|-----|-------|
| NO. | DATE | BY  | CHKD. |
| 1   | 1/16 | JRB |       |
| 2   | 1/16 | JRB |       |
| 3   | 1/16 | JRB |       |



1st Edition  
© 1962  
CHAS. A. ...

|          |        |
|----------|--------|
| UNIT 4-A | BY ... |
| UNIT 4-B | BY ... |

BK 49  
P 8 62



TYPICAL ...

GENERAL NOTE  
...  
...  
...

A CONDENSED PROPOSAL

HAY BUILDINGS ASSOCIATES

SITUATED IN  
PROVIDENCE, RI

...

4<sup>TH</sup> FL. K

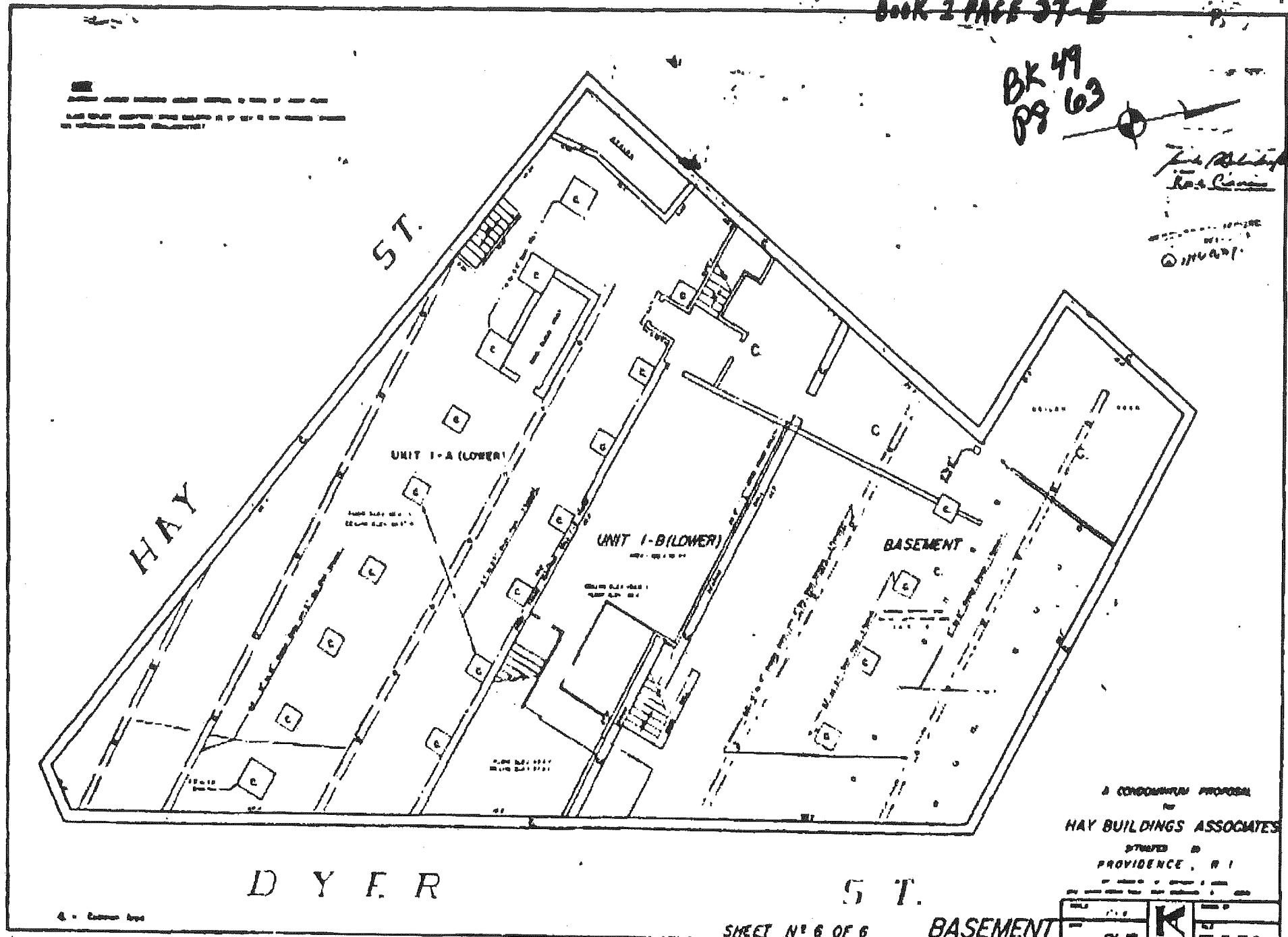


BOOK 1 PAGE 37-B

BK 49  
PG 63

*John Blodgett  
Architect*

© 1963



D Y E R

5 T.

A CONDOMINIUM PROJECT  
BY  
HAY BUILDINGS ASSOCIATES  
STATED IN  
PROVIDENCE, R.I.

SHEET NO. 6 OF 6

BASEMENT

|           |                          |
|-----------|--------------------------|
| SCALE     | 1" = 10'                 |
| DATE      | 11/1/63                  |
| PROJECT   | HAY BUILDINGS ASSOCIATES |
| ARCHITECT | JOHN BLODGETT            |
| ENGINEER  |                          |
| OWNER     |                          |

4 - Common Area

FIRST AMENDMENT TO DECLARATION OF HAY  
BUILDINGS CONDOMINIUM

DATED NOVEMBER 1, 1979

WHEREAS, Hay Buildings Associates, a Rhode Island General Partnership, as Declarant, created a condominium entitled HAY BUILDINGS CONDOMINIUM by a Declaration of Condominium ("Declaration") dated November 1, 1979; and

WHEREAS, said Declaration was recorded in the Providence Land Records in Condominium Book 2 at page 1150 on November 5, 1979 at 11:15 a.m.; and

WHEREAS, Paragraph 11.3 of Article XI of the Declaration reserves unto the Unit Owners and Mortgagees or said Units the power to amend the Declaration; and

WHEREAS, all of the Unit Owners and Mortgagees desire to amend said Declaration in order to change the resident agent and the permitted use of certain units.

NOW, THEREFORE, the following provisions of the Declaration are hereby modified and amended as follows:

1. The provisions of Paragraph 4.1 of Article IV of the Declaration are amended and modified by deleting said provisions in their entirety and by substituting therefore the provisions hereinafter set forth:

"4.1 Use, Purposes and Restrictions. Each Unit located on the second, third and fourth floors of the Property will be used exclusively by professional business occupants, including

without limiting the generality of the foregoing, attorneys-at-law, certified public accountants, architects, banking and trust type institutions, insurance agencies, advertising agencies, stock brokerage, real estate and real estate title insurance firms and/or investment firms, or the like. Each Unit (including the upper and lower levels thereof) located on the first floor of the Property will be used exclusively by (a) the aforesaid professional business occupants and (b) retail business establishments which may be permitted or allowed under the provisions of the zoning ordinances of the City of Providence; provided, however, no type of restaurant operation shall be permitted."

2. The provisions of Paragraph 10.1 of Article X of the Declaration are amended and modified by deleting said provisions in their entirety and by substituting therefore the provisions hereinafter set forth:

"10.1 Resident Agent. The Resident Agent for the Condominium and the person authorized to accept service of process as provided by law is John T. Walsh, Jr., whose present post office address is 123 Dyer Street, Providence, Rhode Island 02903. The Board of Directors may from time to time designate a successor Resident Agent and same shall be evidenced by an instrument duly executed by the Secretary of the Association and Recorded."

BOOK 1734 ME 285

3. Except as herein and hereby modified and amended, the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, all of the Unit Owners and the mortgagees of said Units, have caused these presents to be executed all as of the ~~27th~~ day of ~~May~~ <sup>AUGUST</sup>, 1987.

HAY BUILDING ASSOCIATES II

*Euido R. Salvandre*  
Units 1-B (Upper), 1-B (Lower),  
1-C, 1-D, 4-A and 4-B  
Dated ~~May~~ 1987 <sup>August 27</sup>

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

EUIDO R. SALVANDRE.

In Providence on the ~~27th~~ day of ~~May~~ <sup>AUGUST</sup>, 1987 before me personally appeared general partner of the Hay Building Associates II, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed, to be his free act and deed in said capacity and the free act and deed of Hay Building Associates II.

*Lawrence P. McCarthy III*  
Notary Public

*Richard W. [Signature]*  
Unit 1-A  
Dated May 1987 <sup>11/20/87</sup>

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the <sup>No</sup> ~~27th~~ day of ~~May~~, 1987 before me personally appeared ~~Richard W. [Signature]~~ <sup>Richard W. [Signature]</sup>, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument by ~~him~~ <sup>him</sup> executed, to be ~~his~~ free act and deed.

*Richard W. [Signature]*  
Notary Public  
RICHARD W. [Signature]



BOOK 1734 OF 1987

*Carolina D. Barretto*

*By Willard W. [Signature]*  
Unit 2-A

Dated May 13, 1987 ALLAN W. SHINE  
C-100, 13

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the 13<sup>th</sup> day of ~~May~~ <sup>Oct</sup> 1987 before me personally appeared ~~Willard W. [Signature]~~ <sup>Willard W. [Signature]</sup> to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument by him executed, to be his free act and deed.

*Carolina D. Barretto*  
Notary Public *Carolina D. Barretto*  
*Old Harbor Associates*

*By Joseph R. Tutalo, General Partner*  
Unit 2-B  
Dated ~~XXXX~~ ~~XXXX~~ <sup>September 14, 1987</sup>  
*Joseph R. Tutalo*

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

September,  
In Providence on the 14<sup>th</sup> day of ~~XXXX~~ <sup>XXXX</sup> 1987 before me personally appeared ~~Joseph R. Tutalo~~ <sup>Joseph R. Tutalo</sup> General Partner, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument by him executed, to be his free act and deed and the free act and deed of Old Harbor Associates.

*[Signature]*  
Notary Public *[Signature]*

*Home Owners Title Guarantee Company*  
*[Signature]*  
Unit 3-A  
Dated ~~May~~ <sup>Oct 31, 1987</sup> *Joseph H. Markel*

STATE OF RHODE ISLAND, ETC.  
County of Providence

In Providence on the 31<sup>st</sup> day of October, 1987, before me personally appeared JOSEPH H. MARKEL, President, of Home Owners Title Guarantee Company, to me known and known by me to be the party executing the foregoing instrument for and on behalf of said corporation, and he acknowledged said instrument, by him executed, to be his free act and deed, in his said capacity and the free act and deed of said corporation.

*Kimberly A. Barrett*  
Notary Public

KIMBERLY A. BARRETT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 30, 1991



BOOK 1734 PAGE 288

*Albert V. Ferri II*

Mortgagee of Unit 2-A  
Dated ~~September~~ 23, 1987 ~~ALBERT V. FERRI II~~  
December

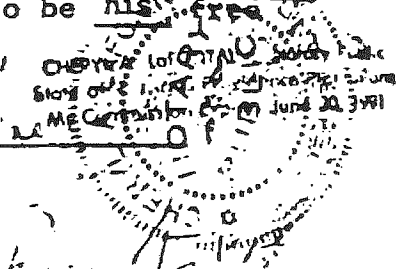
STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the 23 day of ~~September~~ December, 1987 before me personally appeared Albert V. Ferri II, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument by \_\_\_\_\_ executed, to be his free act and deed.

*Michael J. L...*  
Notary Public

FLEET NATIONAL BANK

By: *Gail A. Ginnetty*  
Mortgagee of Unit 2-B Gail A. Ginnetty, Vice President  
Dated September 21, 1987



STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the 21 day of September, 1987 before me personally appeared Gail A. Ginnetty, Vice President, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her executed, to be her free act and deed and the free act and deed of Fleet National Bank.

*Michael J. L...*  
Notary Public

Mortgagee of Unit 3-A  
Dated September , 1987

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the \_\_\_\_\_ day of September, 1987 before me personally appeared \_\_\_\_\_, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument by \_\_\_\_\_ executed, to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

BOOK 1734 OF 1987

FLEET NATIONAL BANK

By: [Signature]  
Mortgage of Unit 3-B Gail A. Ginnetty, VI  
Dated ~~MAXX XXXX~~ September 21, 1987  
President

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the 21 day of ~~May~~ September 1987 before me personally appeared Gail A. Ginnetty, Vice President, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her executed, to be her free act and deed and the free act and deed of Fleet National Bank.

[Signature]  
Notary Public  
April 1st 1987

BOOK 1734 PAGE 2511

EASTLAND SAVINGS BANK

BY Donna M. Chabot  
Donna M. Chabot, Assistant Secretary  
Mortgagee of Unit 3-B  
Date: September 30, 1987

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Woonsocket on the 30th day of September, 1987 before me personally appeared Donna M. Chabot, Assistant Secretary to me known and known by me to be the party executing the foregoing instrument and she acknowledged said instrument by her executed to be her free act and deed and the free act and deed of Eastland Savings Bank.

  
Notary Public

My Commission expires 6/30/91

Received for Recd of at 12:22 min P M

JAN 14 1988

Robert Z. P. [Signature]

the free act and deed of said Citizens Savings Bank.

Charles A. Gale,

Notary Public.

Recorded April 3, 1923 }  
at 3.36 P. M. }

Witness:

*Edward Joyce*

Recorder of Deeds.

{ U.S.  
Revenue Stamp }  
\$80.00

KNOW ALL MEN BY THESE PRESENTS

THAT We, JACOB D. GROSSMAN and ALFRED A. FAIN, both of the City of Providence, County of Providence and State of Rhode Island, hereinafter called the Grantors in consideration of the sum of ONE HUNDRED (100) DOLLARS to us paid by EDWARD C. WILDE, of said City, County and State, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Grantee and his heirs and assigns forever in fee simple

THAT CERTAIN LOT OF LAND with all buildings and improvements thereon, situated on the northeasterly corner of Pine Street and Hay Street in said City of Providence, bounded and described as follows:-

Beginning at said northeasterly corner of said Pine Street and Hay Street; thence northeasterly bounding northwesterly on said Pine Street seventy-six and 77/100 (76.77) feet to land now or lately of Lydia Owen Beckwith; thence southeasterly at an interior angle of 101° 12' bounding northeasterly on land belonging to said Lydia Owen Beckwith sixty-nine and 84/100 (69.84) feet to a corner; thence southwesterly at an interior angle of 78° 07' bounding southeasterly on other land of these Grantors ninety and 60/100 (90.60) feet to said Hay Street; thence northwesterly bounding southwesterly on said Hay Street sixty-seven and 42/100 (67.42) feet to the point of beginning, and containing 5683.87 square feet of land. Said premises comprise what is known as the Hay Building fronting on said Pine Street.

Together with a right as appurtenant to said premises to use, pass and repass on foot or with vehicles at all times and for all purposes connected with the use and occupation of said premises, over that portion of the gangway (said gangway being hereinafter

634/229

more particularly ~~described~~ between the southeasterly line of said premises and the buildings on other land of the Grantors adjoining thereto; but expressly reserving to the Grantors their heirs and assigns a like right as appurtenant to their remaining premises over that strip of land being that portion of said gangway between said southeasterly line of the premises hereby conveyed and the buildings located thereon; said gangway is bounded and described as follows:- Beginning at a point in the northeasterly line of said Hay Street sixty and  $20/100$  (60.20) feet southeasterly from the northeasterly corner of said Pine and Hay Streets; thence northeasterly with the line of the present building on the premises herein described sixty-six and  $5/10$  (66.5) feet to a corner; thence southeasterly with the present building on said premises herein described and with the present building on land belonging to these Grantors twenty-nine and  $42/100$  (29.42) feet to a corner; thence southwesterly with the present building on land of these Grantors about seventy (70) feet to said Hay Street; thence northwesterly with said Hay Street twenty-eight and  $38/100$  (28.38) feet to point of beginning and corner of present building on premises herein described.

It is further understood and agreed that neither the Grantors or the Grantee, their respective heirs or assigns, shall have the right without the consent of the other in writing to build a wall or fence on said gangway or in any way to interfere with the use of said gangway by the other adjoining owner, and the expense of maintaining and keeping said gangway in repair is to be borne in the following proportions; Three quarters ( $3/4$ ) by the Grantors, their heirs and assigns, and one quarter ( $1/4$ ) by the Grantee, his heirs and assigns.

It is further understood and agreed that the bridge leading from the building on the premises herein described to the building on land of these Grantors is to be and remain the property of this Grantee and said Grantee shall have the right to continue the use of same in the same manner as it has been used heretofore at his own cost and expense and at his own risk for and during the term of a certain lease to be entered into by and between said Grantors and said Grantee, and at the termination of said lease said Grantors may remove said bridge from their premises.

and assigns.

It is further understood and agreed that the bridge leading from the building on the premises herein described to the building on land of these Grantors is to be and remain the property of this Grantee and said Grantee shall have the right to continue the use of same in the same manner as it has been used heretofore at his own cost and expense and at his own risk for and during the term of a certain lease to be entered into by and between said Grantors and said Grantee, and at the termination of said lease said Grantors may remove said bridge from their premises.

It is further understood and agreed that the wall, a part of which is located on the premises herein described and a part on the remaining land of these Grantors, shall be and remain a party wall.

This conveyance is made subject to party wall agreement by and between Alexander Duncan and Jacob Dunnell dated July 19, 1866, and another party wall agreement by and between Alexander Duncan and George Owen and Smith Owen, dated July 25, 1868 and recorded in the office of the Recorder of Deeds in said Providence in Deed Book 179 at page 355, and Deed Book 187 at page 517 respectively, and subject also to those certain restrictive covenants against interference with the light of or to the premises described in that certain lease from the Butler Exchange Company to Livermore & Knight Company, dated January 19, 1920 and recorded in the office of the Recorder of Deeds in said Providence in Book 601 at page 246.

TO HAVE AND TO HOLD the aforegranted premises, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said Grantee, and his heirs and assigns forever in fee simple.

AND we the said Grantors do hereby, for ourselves and for our heirs, executors and administrators, covenant with the said Grantee and his heirs and assigns that we are lawfully seized in fee simple of the said granted premises; that the same are free from all incumbrances, excepting as aforesaid, that we have good right, full power and lawful authority to sell and convey the same in manner as aforesaid; that the said Grantee and his heirs and assigns shall by these presents at all times hereafter peaceably and quietly have and enjoy the said premises, and that we the said Grantors will, and our heirs, executors and administrators, shall warrant and defend the same to the said Grantee and his heirs and assigns forever against the lawful claims and demands of all persons, excepting as aforesaid.

AND for the consideration aforesaid, we, SARAH D. GROSSMAN, wife of said Jacob D. Grossman and ELIZABETH S. FAIN, wife of said Alfred A. Fain, do hereby release all our rights of dower in and to the granted premises unto the said Grantee and his heirs and

assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this third day of April in the year of our Lord one thousand nine hundred and twenty-three (1923).

Signed and sealed in presence of:

Ivory Littlefield

Jacob D. Grossman (L.S.)

Sarah D. Grossman (L.S.)

Alfred A. Fain (L.S.)

Elizabeth S. Fain (L.S.)

STATE OF RHODE ISLAND, }  
COUNTY OF PROVIDENCE }

In Providence in said County on the third day of April A. D. 1923, before me personally appeared the above named Grantors, Jacob D. Grossman and wife Sarah D. Grossman, and Alfred A. Fain and wife Elizabeth S. Fain, each and all to me known, and known by me to be the parties executing the foregoing instrument, and acknowledged said instrument, by them executed to be their free act and deed.

Ivory Littlefield

Notary Public

Recorded April 3, 1923 }  
at 3.37 P. M.

Witness: *Edward Joyce*  
Recorder of Deeds.

THIS INDENTURE OF LEASE, entered into on the 3d day of April A. D. 1923, by and between JACOB D. GROSSMAN and ALFRED A. FAIN, both of the City and County of Providence, in the State of Rhode Island, hereinafter called the Lessors, and EDWARD C. WILDE, of said City, County and State, doing business under the firm name of BLANCHARD, YOUNG & COMPANY, hereinafter called the Lessee,

WITNESSETH:

THAT the said lessors hereby demise and lease unto the said lessee those two certain stores situated at Nos. 117 and 119 Dyer Street, together with the basement directly under said stores and also the southwesterly half of the fourth floor of that certain building (being the portion of the fourth floor now occupied by said lessee) in the said City of

Street











to the amount of one hundred & forty three \$/100 Dollars Dollars in full  
 and that said one hundred & forty three and twenty one \$/100 Dollars  
 (143.21) would remain due

Witness my hand as the City of Providence this 27 day  
 of April in the year one thousand eight hundred and fifty seven

Wm B. Condit  
 Joseph B. Fitch  
 Isaac A. French

|                                   |               |
|-----------------------------------|---------------|
| measured in cubic feet foundation | 1634 1/2      |
| measured in cu ft for back wall   | 4277 2/10     |
| total cost of wall and foundation | \$ 2323 20    |
| measured cost for course for      | 37 7/10 cents |
| Side openings for wall            | \$ 120 00     |
| extra fee to be paid by Council   | 10            |

State of New York City & County of New York. On the 26 day of April  
 1856 before me John B. White Esq. a Commissioner for the State of New  
 York duly commissioned and sworn and residing in the City of  
 New York personally came William Butler Duncan to me known  
 to be the attorney in fact of Alexander Duncan the respondent in  
 an and also executed the foregoing instrument by her said name  
 the said William Butler Duncan acknowledged that he was  
 same as the one of the said Alexander Duncan  
 and that he was the true and lawful owner of the  
 premises therein mentioned and that he was the  
 true and lawful owner of the premises therein mentioned





as shown on the map...

the 11th day of...

James P. ...

John of the State

Miss C. ...

Records of Books

187 / 517

W. ...

187

the year of our Lord one thousand eight hundred and ...  
 Alexander Duncan late of Providence in the County of Providence  
 State of Rhode Island ...  
 South River part of the second part.

And therefore it is agreed by and between the said parties of  
 the first and second parts their heirs and assigns in plain view that the said party of  
 the first part shall cause the westerly wall of his said contemplated building to be  
 laid and erected on the boundary line between the said lots ...  
 the said party of the second part their heirs or assigns shall support said wall for any  
 permanent building of brick structure on the said part of the second part their  
 heirs or assigns shall support the completion of the roof of the said building for the  
 term of years ...







BK60/116

RHODE ISLAND  
NARRAGANSETT BAY COMMISSION

**INDEX OF DRAWINGS**

| SHEET NO. | DESCRIPTION  |
|-----------|--|
| 1         | COVER SHEET  |
| 2,3       | KEY PLAN NOS. 1-2  |
| 4,5       | INDEX OF OWNERS PLAN NOS. 1-2                            |
| 6-18      | MAIN TUNNEL PLAN NOS. 1-13                               |
| 19        | WOONASQUATUCKET CONNECTING ADIT, PLAN NO. 14             |
| 20,21     | MOSHASSUCK RIVER INTERCEPTOR (MRI) ADIT, PLAN NOS. 15-16 |
| 22        | DROP SHAFT 006/007, PLAN NO. 17                          |
| 23        | DROP SHAFT 009/010, PLAN NO. 18                          |
| 24        | OF 032 CONNECTING ADIT, PLAN NO. 19                      |
| 25        | PARCEL DETAILS FOR SHEET 14, PLAN NO. 20                 |

THE BOUNDARY LINES ESTABLISHED BY THIS PLAT ARE DELINEATED AND DEFINED AS FOLLOWS:

**LEGEND**

|       |  |
|-------|--|
| ----- | STATE HIGHWAY LINE                     |
| ----- | STATE FREEWAY LINE                     |
| ----- | STREET LINE - SURVEYED                 |
| ----- | STREET LINE - FROM ASSESSORS RECORDS   |
| ----- | PROPERTY LINE - SURVEYED               |
| ----- | PROPERTY LINE - FROM ASSESSORS RECORDS |
| ----- | EXISTING EASEMENT BOUNDARY             |
| ----- | PERMANENT TUNNEL AND ADIT EASEMENT     |
| ----- | PERMANENT EASEMENT BOUNDARY            |
| ----- | TUNNEL CENTERLINE                      |
| ----- | PROPOSED FACILITIES                    |
| ----- | EXISTING HARBOR LINE                   |
| ----- | STREET LINE - ABANDONED                |
| ----- | PLAT NO./LOT NO.                       |
| ----- | PARCEL NO.                             |
| ----- | EASEMENT NO.                           |
| ----- | POINT OF BEGINNING                     |
| ----- | MAXIMUM EASEMENT ELEVATION             |

xx/xx  
 (xx)  
 (xx)  
 IP08 C 2P  
 185.88

**PLAT**  
**Showing Land in**  
**Providence, Rhode Island**  
**Taken for Sanitary Sewer Easement Purposes**  
**By the**  
**NARRAGANSETT BAY COMMISSION**  
**Acquisition by Condemnation Authorized by the**  
**State Properties Committee on the 12<sup>th</sup> day of**  
**February, 2002.**

Pursuant to the provisions of Title 37, Chapter 6 and Title 46, Chapter 25 of the General Laws of Rhode Island, 1956, as amended.

Filed in the office of the Land Evidence Records of the City of Providence on the 25<sup>th</sup> day of July, 2002.

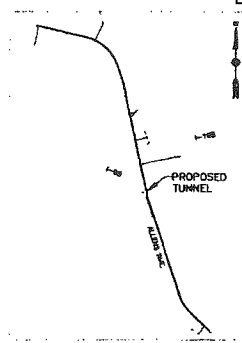
**PLAT NO. 2002-01**



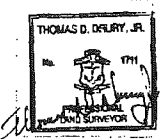
HORIZONTAL DATUM - R.I. STATE PLANE COORDINATES NAD 83(1986)  
VERTICAL DATUM - NGVD 1929

**INDEX OF STREET NAMES**

|                     |                    |
|---------------------|--------------------|
| ALLENS AVENUE       | MUTUAL STREET      |
| BAY STREET          | O'CONNELL STREET   |
| BLACKSTONE STREET   | OKIE STREET        |
| BLAIR STREET        | OXFORD STREET      |
| BROWNELL STREET     | PARK ROW EAST      |
| CALVERLY STREET     | PARK ROW WEST      |
| CANAL STREET        | PARK STREET        |
| CRARY STREET        | PINE STREET        |
| CRAWFORD STREET     | PLEASURE STREET    |
| CUSTOM HOUSE STREET | POINT STREET       |
| DYER STREET         | POST OFFICE COURT  |
| EDDY STREET         | PROMENADE STREET   |
| ELIZABETH STREET    | PUBLIC STREET      |
| ELLIS STREET        | SAYLES STREET      |
| FRANCIS STREET      | SOUTH STREET       |
| FRIENDSHIP STREET   | SOUTH WATER STREET |
| GASPEE STREET       | STEEPLE STREET     |
| GLOBE STREET        | SWAN STREET        |
| HAY STREET          | TERMINAL ROAD      |
| HENDERSON STREET    | THURBERS AVENUE    |
| HOLDEN STREET       | WARREN PLACE       |
| I-95                | WASHINGTON PLACE   |
| I-95                | WASHINGTON ROW     |
| INDIA STREET        | WEST PARK STREET   |
| KENNEDY PLAZA       | WESTMINSTER STREET |
| LEHIGH STREET       |                    |



**LOCATION MAP**  
SCALE: 1"=3000'



RIPLS #1711

The Names of persons shown on this plat are listed only as an aid in the identification of parcels and should not be considered as substantiation of Title.

NARRAGANSETT BAY COMMISSION

Approved: Paul Pinaah  
Paul Pinaah, Executive Director

Areas and dimensions of individual parcels have been taken from Assessor's Plats and records, through Deed research conducted on 8/01/02.

Approved: Vincenzo Mesolella  
Vincenzo Mesolella, Chairman

This survey and plan conform to a Class I Standard as adopted by the Rhode Island Board of Registration for Professional Land Surveyors.

By: Thomas D. DeLury, Jr.  
Registered Professional Land Surveyor

2/15/02





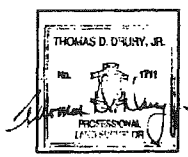
BK 60/119

RHODE ISLAND  
NARRAGANSETT DAY COMMISSION

| SHEET NO. | PARCEL NO. | ASSESSOR'S |     | OWNER OR CLAIMANT  | TOTAL AREA (+/- S.F.) | PARCEL NO. | ACQUISITION AREA (+/- S.F.) | REMAINING AREA (+/- S.F.) | PARCEL NO. | PERMANENT EASEMENT AREA (+/- S.F.) | PARCEL NO. | TEMPORARY EASEMENT AREA (+/- S.F.) |
|-----------|------------|------------|-----|--|-----------------------|------------|-----------------------------|---------------------------|------------|------------------------------------|------------|------------------------------------|
|           |            | PLAT       | LOT |  |                       |            |                             |                           |            |                                    |            |                                    |
| 6         | 1          | 56         | 5   | SOUTHERN UNION CO.*  | 402,948 S.F.          |            |                             | 402,948 S.F.              | 1P         |                                    |            | 715 S.F.                           |
| 6         | 2          | 101        | 497 | CITY OF PROVIDENCE   | 88,126 S.F.           |            |                             | 88,126 S.F.               | 2P         |                                    |            | 2771 S.F.                          |
| 6,7       | 3          | 101        | 1   | SOUTHERN UNION CO.*  | 493,065 S.F.          |            |                             | 493,065 S.F.              | 3P         |                                    |            | 90,705 S.F.                        |
| 7         | 4          | 35         | 196 | MOTIVA ENTERPRISES, LLC  | 453,216 S.F.          |            |                             | 453,216 S.F.              | 4P         |                                    |            | 31,157 S.F.                        |
| 7         | 5          | 55         | 18  | MOTIVA ENTERPRISES, LLC  | 598,146 S.F.          |            |                             | 598,146 S.F.              | 5P         |                                    |            | 3,310 S.F.                         |
| 7         | 6          | 55         | 17  | MOTIVA ENTERPRISES, LLC  | 150,737 S.F.          |            |                             | 150,737 S.F.              | 6P         |                                    |            | 38 S.F.                            |
| 7         | 7          | 55         | 16  | MOTIVA ENTERPRISES, LLC  | 721,389 S.F.          |            |                             | 721,389 S.F.              | 7P         |                                    |            | 8 S.F.                             |
| 11        | 8          | 46         | 160 | C.H. SPRAGUE & SON COMPANY                                       | 499,264 S.F.          |            |                             | 499,264 S.F.              | 8P         |                                    |            | 6,728 S.F.                         |
| 11        | 9          | 22         | 243 | JOHN A. & MICHELE SIBURMAN, TRUSTEES, STAR # 24                  | 37,311 S.F.           |            |                             | 37,311 S.F.               | 9P         |                                    |            | 10,101 S.F.                        |
| 11        | 10         | 22         | 339 | CITY OF PROVIDENCE   | 3,970 S.F.            |            |                             | 3,970 S.F.                | 10P        |                                    |            | 2,553 S.F.                         |
| 11,12     | 11         | 22         | 354 | US GEN NEW ENGLAND, INC.   | 1,320,379 S.F.        |            |                             | 1,320,379 S.F.            | 11P-1      |                                    |            | 29,380 S.F.                        |
| 12        | 12         | 22         | 354 | US GEN NEW ENGLAND, INC.   | 1,320,379 S.F.        |            |                             | 1,320,379 S.F.            | 11P-2      |                                    |            | 15,423 S.F.                        |
| 12,20     | 11         | 22         | 354 | US GEN NEW ENGLAND, INC.   | 1,320,379 S.F.        |            |                             | 1,320,379 S.F.            | 11P-3      |                                    |            | 6,964 S.F.                         |
| 20        | 11         | 22         | 354 | US GEN NEW ENGLAND, INC.   | 1,320,379 S.F.        |            |                             | 1,320,379 S.F.            | 11P-4      |                                    |            | 13,803 S.F.                        |
| 11,12     | 12         | 22         | 11  | SNET CELLULAR, INC.  | 3,705 S.F.            |            |                             | 3,705 S.F.                | 12P        |                                    |            | 951 S.F.                           |
| 11,12     | 13         | 22         | 345 | SNET CELLULAR, INC.  | 585 S.F.              |            |                             | 585 S.F.                  | 13P        |                                    |            | 585 S.F.                           |
| 11,12     | 14         | 22         | 341 | SNET CELLULAR, INC.  | 4,765 S.F.            |            |                             | 4,765 S.F.                | 14P        |                                    |            | 2,716 S.F.                         |
| 12        | 15         | 22         | 267 | SETH REALTY CORPORATION (Successor to S&P)                       | 5,035 S.F.            |            |                             | 5,035 S.F.                | 15P        |                                    |            | 2,032 S.F.                         |
| 12        | 16         | 22         | 268 | STATE OF RHODE ISLAND & PROVIDENCE PLANTATIONS**                 | 8,170 S.F.            |            |                             | 8,170 S.F.                | 16P        |                                    |            | 2,091 S.F.                         |
| 12        | 17         | 22         | 269 | STATE OF RHODE ISLAND & PROVIDENCE PLANTATIONS**                 | 26,745 S.F.           |            |                             | 26,745 S.F.               | 17P        |                                    |            | 7,291 S.F.                         |
| 12        | 18         | 22         | 353 | THE NARRAGANSETT ELECTRIC COMPANY                                | 313,632 S.F.          |            |                             | 313,632 S.F.              | 18P-1      |                                    |            | 23,886 S.F.                        |
| 20        | 18         | 22         | 353 | THE NARRAGANSETT ELECTRIC COMPANY                                | 313,632 S.F.          |            |                             | 313,632 S.F.              | 18P-2      |                                    |            | 2,133 S.F.                         |
| 12        | 19         | 21         | 313 | B6 POINT STREET LLC  | 18,915 S.F.           |            |                             | 18,915 S.F.               | 19P        |                                    |            | 793 S.F.                           |
| 12        | 20         | 21         | 298 | MERT OIL COMPANY   | 19,477 S.F.           |            |                             | 19,477 S.F.               | 20P        |                                    |            | 2028 S.F.                          |
| 12        | 21         | 21         | 306 | MALCOLM GREAR REALTY, INC.                                       | 5,311 S.F.            |            |                             | 5,311 S.F.                | 21P        |                                    |            | 62 S.F.                            |
| 12,13,22  | 22         | 21         | 310 | DAVID SQUARE JEWELRY MART, LLC                                   | 132,741 S.F.          |            |                             | 132,741 S.F.              | 22P-1      |                                    |            | 5,876 S.F.                         |
| 12,22     | 22         | 21         | 310 | DAVID SQUARE JEWELRY MART, LLC                                   | 132,741 S.F.          |            |                             | 132,741 S.F.              | 22P-2      |                                    |            | 2,119 S.F.                         |
| 13,22     | 23         | 21         | 429 | HERITAGE HARBOR CORPORATION                                      | 76,842 S.F.           |            |                             | 76,842 S.F.               | 23P-1      |                                    |            | 10,263 S.F.                        |
| 13,22     | 23         | 21         | 429 | HERITAGE HARBOR CORPORATION                                      | 76,842 S.F.           |            |                             | 76,842 S.F.               | 23P-2      |                                    |            | 4,613 S.F.                         |
| 13        | 24         | 21         | 430 | HERITAGE HARBOR CORPORATION                                      | 285,197 S.F.          |            |                             | 285,197 S.F.              | 24P        |                                    |            | 33,059 S.F.                        |
| 13,14,23  | 25         | 20         | A   | STATE OF R.I. & PROV. PLANTATIONS (BY ABJUDGMENT)**              | 10,151 S.F.           |            |                             | 10,151 S.F.               | 25P        |                                    |            | 3,045 S.F.                         |
| 14,23     | 26         | 20         | 205 | RB REALTY, INCORPORATED (Successor to Rhode Island Realty Trust) | 95,194 S.F.           |            |                             | 95,194 S.F.               | 26P-1      |                                    |            | 28,353 S.F.                        |
| 14,23     | 26         | 20         | 205 | RB REALTY, INCORPORATED (Successor to Rhode Island Realty Trust) | 95,194 S.F.           |            |                             | 95,194 S.F.               | 26P-2      |                                    |            | 4,313 S.F.                         |
| 14        | 27         | 20         | 100 | THE NARRAGANSETT ELECTRIC COMPANY                                | 45,228 S.F.           |            |                             | 45,228 S.F.               | 27P        |                                    |            | 2,414 S.F.                         |
| 14        | 28         | 20         | 72  | ONE FINANCIAL CENTER PLAZA, LLC                                  | 3,300 S.F.            |            |                             | 3,300 S.F.                | 28P        |                                    |            | 254 S.F.                           |
| 14        | 29         | 20         | 71  | ONE FINANCIAL CENTER PLAZA, LLC                                  | 2,232 S.F.            |            |                             | 2,232 S.F.                | 29P        |                                    |            | 793 S.F.                           |
| 14        | 30         | 20         | 97  | HAY BUILDING CONDOMINIUM-SEE RIGHT FOR OWNERS                    | 10,295 S.F.           |            |                             | 10,295 S.F.               | 30P        |                                    |            | 4,716 S.F.                         |
| 14        | 31         | 20         | 96  | THE OWEN BUILDING, LLC   | 9,465 S.F.            |            |                             | 9,465 S.F.                | 31P        |                                    |            | 6,114 S.F.                         |
| 14        | 32         | 20         | 358 | PROVIDENCE REDEVELOPMENT AGENCY                                  | 468 S.F.              |            |                             | 468 S.F.                  | 32P        |                                    |            | 467 S.F.                           |
| 14        | 33         | 20         | 84  | MAX AND LENKA K. ROSE  | 7,631 S.F.            |            |                             | 7,631 S.F.                | 33P        |                                    |            | 6,875 S.F.                         |
| 14        | 34         | 20         | 87  | GNOFF REALTY II LIMITED PARTNERSHIP                              | 3 S.F.                |            |                             | 3 S.F.                    | 34P        |                                    |            | 3 S.F.                             |
| 15        | 35         | 20         | 78  | ONE FINANCIAL CENTER PLAZA, LLC                                  | 3,844 S.F.            |            |                             | 3,844 S.F.                | 35P        |                                    |            | 2,966 S.F.                         |
| 15        | 36         | 20         | 75  | ONE FINANCIAL CENTER PLAZA, LLC                                  | 4,386 S.F.            |            |                             | 4,386 S.F.                | 36P        |                                    |            | 1,601 S.F.                         |
| 15        | 37         | 20         | 70  | ONE FINANCIAL CENTER PLAZA, LLC                                  | 21,159 S.F.           |            |                             | 21,159 S.F.               | 37P        |                                    |            | 6,935 S.F.                         |
| 15        | 38         | 20         | 369 | TEXTRON REALTY CORPORATION                                       | 26,282 S.F.           |            |                             | 26,282 S.F.               | 38P        |                                    |            | 8,077 S.F.                         |
| 15        | 38         | 20         | 1   | FLEET NATIONAL BANK  | 27,372 S.F.           |            |                             | 27,372 S.F.               | 39P        |                                    |            | 2,494 S.F.                         |
| 16        | 40         | 19         | 113 | CAPITAL PROPERTIES, INC.   | 23,782 S.F.           |            |                             | 23,782 S.F.               | 40P        |                                    |            | 2,249 S.F.                         |
| 16        | 41         | 19         | 119 | CAPITAL PROPERTIES, INC.   | 22,360 S.F.           |            |                             | 22,360 S.F.               | 41P        |                                    |            | 90 S.F.                            |
| 16        | 42         | 4          | 247 | NATIONAL RAILROAD PASSENGER CORPORATION**                        | 276,057 S.F.          |            |                             | 276,057 S.F.              | 42P        |                                    |            | 32,787 S.F.                        |
| 16        | 43         | 19         | 115 | CAPITAL PROPERTIES, INC.   | 40,035 S.F.           |            |                             | 40,035 S.F.               | 43P        |                                    |            | 4,791 S.F.                         |
| 16,24     | 44         | 4          | 248 | NATIONAL RAILROAD PASSENGER CORPORATION                          | 81,573 S.F.           |            |                             | 81,573 S.F.               | 44P-1      |                                    |            | 5,260 S.F.                         |

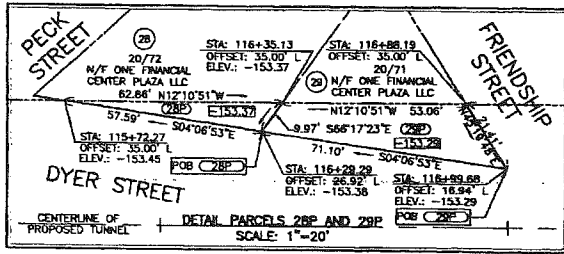
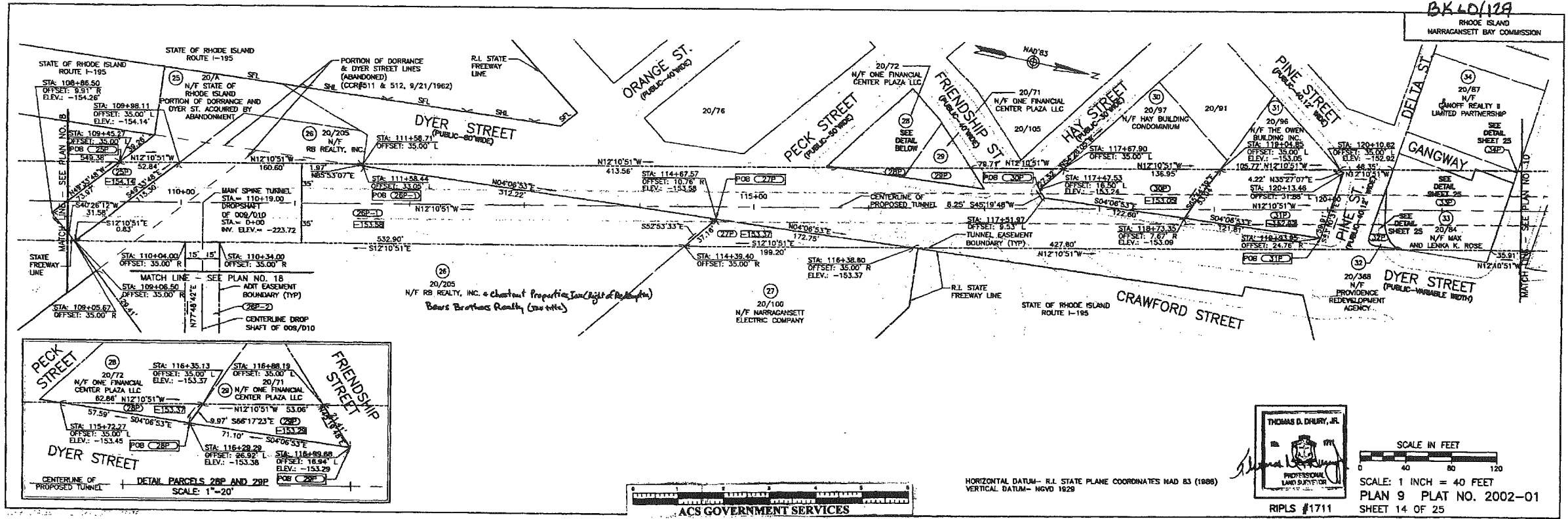
HAY BUILDING CONDOMINIUM --PARCEL 30  
LIST OF OWNERS

| PLAT/LOT    | OWNER                      |
|-------------|----------------------------|
| 020/097-1A  | PARNASSUS REALTY           |
| 020/097-1BL | HAY BUILDING ASSOCIATES II |
| 020/097-1BU | HAY BUILDING ASSOCIATES II |
| 020/097-1C  | HAY BUILDING ASSOCIATES II |
| 020/097-1D  | HAY BUILDING ASSOCIATES II |
| 020/097-2A  | PARNASSUS REALTY           |
| 020/097-2B  | OLD HARBOR ASSOCIATES      |
| 020/097-3A  | HAY BUILDING ASSOCIATES II |
| 020/097-3B  | ERLAUER, WILLIAM           |
| 020/097-4A  | HAY BUILDING ASSOCIATES II |
| 020/097-4B  | HAY BUILDING ASSOCIATES II |



INDEX TO OWNERS  
PLAN 1 PLAT NO. 2002-01  
SHEET 4 OF 25

BK 10/129  
 RHODE ISLAND  
 NARRAGANSETT BAY COMMISSION



ACS GOVERNMENT SERVICES

THOMAS D. DUBRY, JR.  
 PROFESSIONAL  
 LAND SURVEYOR  
 RIPLS #1711

SCALE IN FEET  
 0 40 80 120  
 SCALE: 1 INCH = 40 FEET  
 PLAN 9 PLAT NO. 2002-01  
 SHEET 14 OF 25

HORIZONTAL DATUM— R.I. STATE PLANE COORDINATES MAD 83 (1888)  
 VERTICAL DATUM— NGVD 1929