

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

*Return to:*

**Corporation Service Company <sup>ly</sup>**  
 P.O. Box 2969  
 Springfield, IL 62708

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME  
**Masonic Temple Development Company, LLC**

OR  
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1512 Larimer Street, Suite 800 Denver CO 80202 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**LLC Rhode Island 20-5473559  NONE**

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR  
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
**The Prudential Insurance Company of America**

OR  
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**Prudential Asset Resources 2200 Ross Avenue, Suite 4900 E Dallas TX 75201 USA**

4. This FINANCING STATEMENT covers the following collateral:

SEE COLLATERAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AS IT RELATES TO THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

TO BE FILED WITH THE RHODE ISLAND SECRETARY OF STATE

9629600-002 JVC  
 11/27/09

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

**DEBTOR:** MASONIC TEMPLE DEVELOPMENT COMPANY, LLC, a Rhode Island limited liability company

**SECURED PARTY:** THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

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**COLLATERAL DESCRIPTION**

The collateral consists of Debtor's estate, right, title and interest which Debtor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

1. A leasehold interest in the real estate legally described in Exhibit C and attached hereto (the "Parcel") and the building commonly known as the former Masonic Temple ("Masonic Temple"), the sub-basement condominium unit of the Veterans Memorial Auditorium (together with the common elements appurtenant thereto, the "Sub-basement"), and a structure linking the Masonic Temple and the Sub-basement (the "Infill Structure"; collectively, with the Masonic Temple and the Sub-basement, collectively, the "Building"), all located in Providence, Rhode Island, pursuant to Debtor's right, title, and interest as the tenant under that certain lease by and between Urban Heritage Providence Hotel, LLC, as landlord, and Debtor, as tenant (as the same may be amended, the "Primary Lease");
2. All other improvements being constructed in the Building, along with the external renovation of the Building and other buildings, structures and improvements (including fixtures) hereafter constructed on the Parcel or in or on the Building (collectively, the "Improvements");
3. All easements, estates, and interests including hereditaments, servitudes, appurtenances, tenements, mineral and oil/gas rights, water rights, air rights, development power or rights, options, reversion and remainder rights, and any other rights owned by Debtor and relating to or usable in connection with or access to the Parcel, the Building, and the Improvements;
4. All land lying within the rights-of-way, roads, or streets, open or proposed, adjoining the Parcel to the center line thereof; and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Parcel, the Building, and the Improvements (Debtor's leasehold interest in the Parcel and the items described in clause (iii) immediately above and this clause (iv) are herein collectively referred to as the "Land"; the Land, the Building, and the Improvements are herein collectively referred to as the "Project");
5. All plans, specifications, surveys, studies, reports, permits, licenses, agreements, contracts, instruments, books of account, insurance policies, and any other documents relating to the use, construction, occupancy, leasing, activity, or operation of the Project;

6. All of (A) the fixtures and personal property described in Exhibit B attached hereto (the "Personal Property") that are owned by Debtor and all replacements thereof, including, without limitation, all furniture, fixtures, and equipment, including but not limited to individual rooms, lobby, floor coverings (carpet and pad, floor tiles), window coverings (mini blinds/drapes), multi-purpose rooms, dining rooms, interior repainting, windows, doors, plumbing fixtures (water heaters, sinks, tubs, toilets), kitchen equipment and appliances, the water fountains, administrative areas, furniture, soft goods, case goods, signage, audio-visual equipment, vehicles, and all equipment, including front desk and back-of-the house computer equipment, and other related equipment required to maintain the quality and life of the property and improvements thereto, to include major capital improvements such as roof replacement, parking lot maintenance, heating, ventilation and air conditioning and other extraordinary exterior replacements or repairs that are necessary over time to uphold the structural integrity of the asset as originally designed, constructed or improved (such items shall be referred to collectively as the "FF&E") owned by Debtor, and (B) the pledge of the FF&E owned by Master Tenant (defined below) to Debtor as security for the Master Tenant's obligations under the Master Lease (defined below), which security interest encumbers that tangible and intangible personal property described in Exhibit B which is owned by Master Tenant, and all replacements thereof which are owned by Master Tenant, including, without limitation, all FF&E owned by Master Tenant; but excluding all personal property owned by any other tenant, guest or occupant of the Building (a "Tenant") or leased by Borrower (provided that such leases of personal property are assignable to Lender and that the value of any personal property so leased by Borrower shall be subject to the limitations set forth in the Open-End Leasehold Mortgage and Security Agreement to Secure Present and Future Loans Under Chapter 25 of Title 34 of the General Laws made by the Debtor in favor of the Secured Party;
7. All proceeds (including conversion to cash or liquidation claims) of (A) insurance relating to the Project and (B) all awards made for the taking by eminent domain (or by any proceeding or purchase in lieu thereof) of the Project, including awards resulting from a change of any streets (whether as to grade, access, or otherwise) and for severance damages;
8. All tax refunds, including interest thereon, tax rebates, tax credits, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Project and all amounts deposited in escrow for the payment of ad valorem taxes, assessments and charges and/or premiums for policies of insurance with respect to the Project;
9. All leasehold estates, ground leases, leases, subleases, licenses, or other agreements affecting the use, enjoyment or occupancy of the Project now or later existing, including, without limitation, any and all reservations, security interests, contractual liens, security deposits, booking deposits, and any use or occupancy arrangements created pursuant to Title 7 or 11 of the United States Code, as amended from time to time, or any similar federal or state laws now or later enacted for the relief of debtors (the "Bankruptcy Code") and all extensions and amendments thereto, including, without limitation, all right, title and interest of Debtor in, to and under that certain Lease dated as of the date hereof (as the same may be amended, the "Master Lease"), between Debtor, as landlord, and Providence Leasing, LLC ("Master Tenant"), as tenant, having a term of approximately sixty-six (66) months, which will commence upon the Project being placed in service as more particularly described therein, pursuant to which Debtor has leased the entire Project to Master Tenant (collectively, the "Leases") and all of Debtor's right, title and interest under the Leases, including all guaranties thereof (including, without limitation, that certain guaranty of base rent under the Master Lease given by Kimberly-Clark Corporation for the benefit of the Borrower);

10. All rents, issues, profits, royalties, receivables, use and occupancy charges, income and revenues (including all oil, gas or other mineral royalties and bonuses), income and other benefits now or later derived from any portion or use of the Project and Personal Property (including, without limitation, room rents, revenues, accounts and receivables derived from the use or occupancy of all or any portion of the Building or the Improvements, and any payments received with respect to any Tenant or the Project and Personal Property pursuant to the Bankruptcy Code) and all cash, security deposits, advance rentals, or similar payments relating thereto, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel located within the Building (the "Hotel") or the commercial space located in the Building or the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, parking fees and revenues, health club membership fees, food and beverage wholesale and retail sales (including mini-bar revenues), service charges, vending machine sales and proceeds, if any, from rent loss, business interruption or other loss of income insurance, and all amounts payable by Master Tenant to Debtor under the Master Lease (collectively, the "Rents and Revenues") and all proceeds from the cancellation, termination, surrender, sale or other disposition of the Leases, and the right to receive and apply the Rents and Revenues to the payment of the obligations owed by Debtor to Secured Party;
11. All cash funds, deposit accounts and other rights and evidence of rights to cash now or hereafter created or held by Secured Party pursuant to any of the documents which evidence or secure the loan made by Secured Party to Debtor (the "Loan"), including, without limitation, (A) all deposits made by Debtor for the payment of taxes, liens, assessments, utility charges (public or private and including sewer fees), ground rents, maintenance charges, dues, fines, insurance premiums, impositions, and public and other charges of any character (including penalties and interest) assessed against, or which could become a lien against, the Property, (B) all of the "Accounts" created in Debtor's name pursuant to that certain Project Cash Management Agreement entered into in connection with the Loan, and all of Debtor's interest in the "Accounts" pledged to Debtor by Master Tenant, and (C) the Construction Disbursement Account as defined in the Loan Agreement by and between Debtor and Secured Party);
12. All other reserves relating to the Project, Personal Property, and Rents and Revenues, including, without limitation, an account (the "FF&E Account") in the name of Debtor and pledged to Secured Party to provide a cumulative reserve for the replacement and repair of FF&E and all funds deposited therein, together with any interest thereon, and Borrower's security interest in any reserves relating to the Project, Personal Property, and Rents and Revenues, granted by Master Tenant to Borrower to secure Master Tenant's obligations under the Master Lease;
13. (A) All management, marketing, franchise, operating or similar agreements related to the Project, expressly excluding, however, any franchise or other such agreement which, by its terms, is not permitted to be assigned, (B) any licenses relating to the sale, distribution or provision of food and beverages at, on or from the Project, all health club and parking garage leases, operating or management agreements and all other agreements relating to the operation of the Project, (C) all licenses and permits (to the extent not prohibited by present and future laws, Environmental Laws (as defined in the Environmental Indemnity), ordinances, regulations, rules, orders and requirements

(including zoning and building codes) of any governmental or quasi-governmental authority or agency applicable to Debtor, Master Tenant or the Property (collectively, the "Laws"), trademarks and servicemarks (including the name of the Project), plans and specifications, reservation system agreements, service contracts, warranties and computer software related to the Project (excluding the proprietary systems and software of Marriott International, Inc. ("Franchisor") and/or Sage Client 444, LLC ("Hotel Manager") used in connection with the Project and Franchisor's and/or Hotel Manager's proprietary trademarks and servicemarks), (D) use agreements (such as golf course or tennis facility use agreements) relating to the Project, (E) FF&E reserve funds, (F) to the extent permitted by applicable Laws, liquor licenses associated with the Project, provided that such licenses, at Secured Party's direction, may (but only to the extent such liquor licenses are assignable under applicable Laws) be assigned to a nominee of Secured Party or the ownership interests in any corporation or other entity that may hold such liquor licenses may be assigned to Secured Party or its nominee, and (G) and Debtor's security interest in any of the foregoing granted by Master Tenant to Debtor to secure Master Tenant's obligations under the Master Lease;

14. All of Debtor's right, title, and interest in and to all proceeds and products of the foregoing.

**EXHIBIT B TO UCC-1 FINANCING STATEMENT**

**DEBTOR:** MASONIC TEMPLE DEVELOPMENT COMPANY, LLC, a Rhode Island limited liability company

**SECURED PARTY:** THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

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**DESCRIPTION OF PERSONAL PROPERTY SECURITY**

1. All of Debtor's right, title and interest in and to all machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the Land, as defined in Exhibit A attached hereto and incorporated herein, and all Improvements, as defined in Exhibit A, located thereon or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, mini-bars, liquor and other drink dispensers, icemakers, kitchen equipment, radios, television sets, cable t.v. equipment, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, reservation systems and related computer software, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, apparatus, stoves, ranges, refrigerators, cutlery and dishes, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, washers and dryers, other customary hotel equipment, and all building equipment, construction materials, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land, the Building, the Hotel (as defined in Exhibit A) and the other Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Land, the Building, the Hotel and the other Improvements, and the right, title and interest of Debtor in and to any of the personal property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "U.C.C.") superior in lien to the lien of the security instrument perfected hereby, and all proceeds and products of the above.

2. All of Debtor's right, title and interest in, to and under all funds (including any reserve funds held by Secured Party to provide a cumulative reserve for the replacement and repair of furniture, fixtures and equipment), accounts, deposits, instruments, documents, contract rights, general intangibles, notes, chattel paper arising from or by virtue of any transaction related to the Land, the Building, the Hotel and the other the Improvements, or any of the personal property described in this Exhibit B, including,

without limitation, all reservations, security interests, contractual liens, security deposits, rents, issues, profits, royalties, receivables, use and occupancy charges, income and revenues, (including, without limitation, room rents, revenues, accounts and receivables derived from the use or occupancy of all or any portion of the Land, the Building, the Hotel and the other Improvements, or any of the personal property described in this Exhibit B), income and other benefits now or later derived from any portion or use of the Land, the Building, the Hotel and the other Improvements, or any of the personal property described in this Exhibit B, and all cash, security deposits, advance rentals, or similar payments relating thereto, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease (to the extent of Debtor's interest in such subleases), license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease (to the extent of Debtor's interest in such sublease) and concession fees and rentals, parking fees and revenues, health club membership fees, food and beverage wholesale and retail sales (including mini-bar revenues), service charges, vending machine sales and proceeds, if any, from rent loss, business interruption or other loss of income insurance.

3. All of Debtor's right, title and interest in, to and under all permits, licenses, franchises, (expressly excluding, however, those which, by their terms, are not permitted to be assigned), certificates, and other rights and privileges now held or hereafter acquired in connection with the Land, the Building, the Hotel and/or the other Improvements, or any of the personal property described in this Exhibit B.

4. All right, title, and interest of Debtor in and to the name and style by which the Land, the Building, the Hotel and/or the other Improvements is known, including trademarks and trade names relating thereto.

5. All right, title, and interest of Debtor in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land, the Building, the Hotel and/or the other Improvements.

6. All interests, estates, or other claims or demands, in law and in equity, which Debtor now has or may hereafter acquire in the Land, the Building, the Hotel and/or the other Improvements, or the personal property described in this Exhibit B.

7. All right, title, and interest of Debtor in and to all options to purchase or lease the Land, the Building, the Hotel and/or the other Improvements, or any other personal property described in this Exhibit B, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Building, the Hotel and/or the other Improvements, or any of the personal property described in this Exhibit B.

8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Debtor now has or may hereafter acquire in the Land, the Building, the Hotel and/or the other Improvements, or any of the personal property described in this Exhibit B, or any portion thereof or interest therein, and any and

all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

9. All right, title, and interest of Debtor in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land, the Building, the Hotel or the other Improvements, including all of Debtor's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land, the Building, the Hotel or the other Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Debtor under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land, the Building, the Hotel and/or the other Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS EXHIBIT B.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE LAND, BUILDING, HOTEL AND/OR OTHER IMPROVEMENTS DESCRIBED IN EXHIBIT A.

THE DEBTOR IS THE LEASEHOLD TITLE HOLDER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT C.

**EXHIBIT C TO UCC-1 FINANCING STATEMENT**

**DEBTOR:** MASONIC TEMPLE DEVELOPMENT COMPANY, LLC, a Rhode Island limited liability company

**SECURED PARTY:** THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

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LEGAL DESCRIPTION

**Sub-basement**

Condominium Unit One as described in that certain Declaration of Condominium recorded at Deed Book 6868, page 194 on October 22, 2004, Assessor's Plat 4 Lot 258, Avenue of the Arts (also known as Brownell Street), Francis Street, Park Street & Hayes Street, Providence, Rhode Island, which Condominium is located that certain parcel of land more particularly described as follows:

That certain parcel of land in the City of Providence, County of Providence, State of Rhode Island and Providence Plantations at the intersection of Park Street and Avenue of the Arts, also known as Brownell Street; Bounded and described as follows;

Beginning at the intersection of the easterly line of Park Street and the southerly line of Avenue of the Arts, also known as Brownell Street

Thence: along the southerly line of said Avenue of the Arts, also known as Brownell Street, S85°20'27"E, a distance of ninety-four and 26/100 feet (94.26') to a point.

Thence: southerly turning an interior angle to the left of 89°46'48", along the easterly face of the Veterans Memorial Auditorium in a wall common to the building to the east, and bounded easterly by land now or formerly of the Rhode Island Economic Development Corporation, a distance of one hundred forty-four and 57/100 feet (144.57') to a point.

Thence: westerly turning an interior angle to the left of 90°12'28", bounded southerly by land now or formerly of Gloria Dei Evangelical Lutheran Church, a distance of two and 34/100 feet (2.34') to a point.

Thence: southerly turning an interior angle to the left of 90°00'06", bounded easterly by said Gloria Dei Evangelical Lutheran Church land, a distance of one hundred fifty and 00/100 (150.00') feet to a point in the northerly line of Hayes Street.

Thence: westerly turning an interior angle to the left of 90°00'06" in the northerly line of Hayes Street, a distance of ninety-one and 40/100 feet (91.40') to the northerly intersection of Hayes Street and the easterly line of Park Street.

Thence: northerly turning an interior angle to the left of 89°59'54", running along the easterly line of Park Street, a distance of two hundred ninety-four and 55/100 feet (294.55'), to the intersection of easterly line

of Park Street and southerly line of Avenue of the Arts, also known as Brownell Street and the point of beginning; Forming an interior angle to the left of  $90^{\circ}00'50''$  to the first referenced course.

Containing 27,299 Square Feet (0.62669 Acres) more or less.

Meaning and intending to describe Parcel "A" on that plan entitled "Final Plan Minor Subdivision Application, Prepared For Masonic Hotel Developer LLC. Brownell Street, Providence, R.I. by Vanasse Hangen Brustlin, Inc.; Scale: 1"=30'; Dated September 10, 2003" recorded in the City of Providence Land Evidence at Plan Book 62 Page 93; being formerly Parcel "A" Assessor's Plat 4 Lot 174 Brownell, Francis, Park, & Hayes Streets Providence, Rhode Island.

### In-fill Structure

That certain parcel of land in the City of Providence, County of Providence, State of Rhode Island and Providence Plantations on the Avenue of the Arts, also known as Brownell Street; Bounded and described as follows;

Beginning at the intersection of the easterly line of Park Street and the southerly line of Avenue of the Arts, also known as Brownell Street. Thence: easterly along the southerly line of Avenue of the Arts, also known as Brownell Street,  $S85^{\circ}20'27''E$ , a distance of ninety-four and  $26/100$  feet (94.26') to the point of beginning for this description.

Thence: easterly turning an angle of  $180^{\circ}$  along the southerly line of Avenue of the Arts, also known as Brownell Street, a distance of twenty-one and  $43/100$  feet (21.43') to a point.

Thence: southerly turning an interior angle to the left  $90^{\circ}$  bounded easterly by land now or formerly of Rhode Island Economic Development Corporation, a distance of nineteen and  $48/100$  feet (19.48') to a point on the northwesterly corner of the Masonic Temple building.

Thence: southerly turning an interior angle to the left of  $216^{\circ}18'07''$  along the westerly face of the Masonic Temple in a wall common to the building on this lot and bounded easterly by said Rhode Island Economic Development Corporation land, a distance of one hundred ninety-seven and  $06/100$  feet (197.06') to a point on said building.

Thence: westerly turning an interior angle to the left of  $88^{\circ}28'36''$  along said building and bounded southerly by said land, Rhode Island Economic Development Corporation land, a distance of one and  $27/100$  feet (1.27') to a point on said building.

Thence: southerly turning an interior angle to the left of  $271^{\circ}22'52''$  along said building and bounded easterly by said Rhode Island Economic Development Corporation land, a distance of thirteen and  $44/100$  feet (13.44') to a point.

Thence: westerly turning an interior angle to the left of  $90^{\circ}03'00''$  bounded southerly by land now or formerly of Walter L. Bronhard and other land now or formerly of Walter L. Bronhard, a distance of eight and  $29/100$  feet (8.29') to a point.

Thence: westerly turning an interior angle to the left of  $142^{\circ}14'45''$  bounded southerly by said Walter L. Bronhard land, a distance of seventeen and  $80/100$  feet (17.80') to a point.

Thence: northerly turning an interior angle to the left of  $90^\circ$  bounded westerly by land now or formerly of Gloria Dei Evangelical Lutheran Church, a distance of twenty-five and  $27/100$  feet ( $25.27'$ ) to a point.

Thence: northerly turning an interior angle to the left of  $217^\circ50'34''$  bounded southerly by said Gloria Dei Evangelical Lutheran Church land, a distance of thirty and  $31/100$  feet ( $31.30'$ ) to a point.

Thence: westerly bounded southerly by said Gloria Dei Evangelical Lutheran Church land, a distance of one hundred three and  $80/100$  feet ( $103.80'$ ) to a point.

Thence, northerly turning an interior angle of  $90^\circ12'48''$  bounded westerly by land now or formerly of Rhode Island Public Buildings Authority and also along the easterly face of the Veterans Memorial Auditorium in a wall common to the building on this lot, a distance one hundred forty-four and  $57/100$  feet ( $144.57'$ ) to the point of beginning. Forming an interior angle to the left of  $90^\circ$  to the first referenced course.

Containing 9,590 Square Feet (0.22016 Acres) more or less.

Meaning and intending to describe Parcel "B" on that plan entitled "Final Plan Minor Subdivision Application, Prepared For Masonic Hotel Developer LLC. Brownell Street, Providence, R.I. by Vanasse Hangen Brustlin, Inc.; Scale:  $1''=30'$ ; Dated September 10, 2003" recorded in the City of Providence Land Evidence at Plan Book 62 Page 93; being formerly Parcel "B" Assessor's Plat 4 Lot 174 Brownell, Francis, Park, & Hayes Streets Providence, Rhode Island.

### Masonic Temple

That certain parcel of land in the City of Providence, County of Providence, State of Rhode Island and Providence Plantations at the intersection of Francis Street and Avenue of the Arts, also known as Brownell Street; Bounded and described as follows;

Beginning at the southerly intersection of southerly line of Avenue of the Arts, also known as Brownell Street and the westerly line Francis Street.

Thence: along the westerly line of Francis Street,  $S31^\circ33'01''E$ , a distance of two hundred thirteen and  $47/100$  feet ( $213.47'$ ) to a point marked by a rebar set.

Thence: westerly turning an interior angle to the left of  $90^\circ$ , bounded southerly by land now or formerly of Walter L. Bronhard, a distance of ninety-four and  $59/100$  feet ( $94.59'$ ) to a point.

Thence: northerly turning an interior angle to the left of  $89^\circ57'00''$  bounded westerly by said land now or formerly of Rhode Island Economic Development Corporation, along the westerly face of the Masonic Temple building, a distance of thirteen and  $44/100$  feet ( $13.44'$ ) to a point along said building.

Thence: easterly turning an interior angle of  $88^\circ37'08''$  along said building and bounded northerly by said Rhode Island Economic Development Corporation land,  $N59^\circ52'51''E$ , a distance of one and  $27/100$  feet ( $1.27'$ ) to a point along said building;

Thence: northerly turning an interior angle to the left of  $271^{\circ}31'24''$  along the westerly face of said building in a wall common to the building to the west, and bounded westerly by said Rhode Island Economic Development Corporation land, a distance of one hundred ninety-seven and  $06/100$  feet (197.06' point along said building.

Thence: northerly turning an interior angle to the left of  $143^{\circ}41'53''$  bounded westerly by said Rhode Island Economic Development Corporation land, a distance of nineteen and  $48/100$  feet (19.48') to a point on the southerly line of Avenue of the Arts, also known as Brownell Street.

Thence: easterly turning an interior left angle of  $90^{\circ}$  along the southerly line of Avenue of the Arts, also known as Brownell Street, a distance of twenty-three and  $56/100$  feet (23.56') to the angle point on the southerly line of Avenue of the Arts, also known as Brownell Street.

Thence: easterly turning an interior angle to the left of  $217^{\circ}18'20''$  along the southerly line of Avenue of the Arts, also known as Brownell Street, a distance of sixty-three and  $13/100$  feet (63.13') to the intersection of the southerly line of Avenue of the Arts, also known as Brownell Street and the westerly line of Francis Street and the point of beginning. Forming an interior angle to the left of  $88^{\circ}54'14''$  to the first referenced course.

Containing 20,096 Square Feet (0.46135 Acres) more or less.

Meaning and intending to describe Parcel "C" on that plan entitled "Final Plan Minor Subdivision Application, Prepared For Masonic Hotel Developer LLC. Brownell Street, Providence, R.I. by Vanasse Hangen Brustlin, Inc.; Scale: 1"=30'; Dated September 10, 2003" recorded in the City of Providence Land Evidence at Plan Book 62 Page 93; being formerly Parcel "C" Assessor's Plat 4 Lot 174 Brownell, Francis, Park, & Hayes Streets Providence, Rhode Island.