

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> TROUTMAN PEPPER HAMILTON SANDERS LLP 2000 K STREET N.W., SUITE 600 WASHINGTON, DC 20006 ATTN: AMANDA DUCKWORTH, ESQ. </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in Item 1C of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME VILLAGE AT WATERMAN LAKE LIMITED PARTNERSHIP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
715 Putnam Pike	Greenville	RI	02828	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in Item 1C of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY). Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME FANNIE MAE				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o CBRE Multifamily Capital, Inc., 929 Gessner Road, Suite 1700	Houston	TX	77024	USA

4. COLLATERAL: This financing statement covers the following collateral:

SEE SCHEDULE A AND EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable)

☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailee ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

TO BE FILED WITH THE RHODE ISLAND SECRETARY OF STATE

(Village at Waterman Lake)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a ORGANIZATION'S NAME

VILLAGE AT WATERMAN LAKE LIMITED PARTNERSHIP

OR 9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME

OR 10b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

11a ORGANIZATION'S NAME

CBRE MULTIFAMILY CAPITAL, INC.

OR 11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

929 Gessner Road, Suite 1700

CITY

Houston

STATE

TX

POSTAL CODE

77024

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 1b (if Debtor does not have a record interest)

16. Description of real estate

17. MISCELLANEOUS:

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)
(Seniors Housing)**

DEBTOR: VILLAGE AT WATERMAN LAKE LIMITED PARTNERSHIP
715 PUTNAM PIKE
GREENVILLE, RHODE ISLAND 02828

ASSIGNOR
SECURED PARTY: CBRE MULTIFAMILY CAPITAL, INC.
929 GESSNER ROAD, SUITE 1700
HOUSTON, TEXAS 77024

ASSIGNEE
SECURED PARTY: FANNIE MAE

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements");

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention, and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); all kitchen or

restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment; including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts, and substitutions of the foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds) and any other equipment, supplies, or furniture owned by Debtor and leased to any third party service provider or any operator or manager of the Property or the Improvements; and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the “Goods”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “Fixtures”) under the laws of the jurisdiction in which the Property is located (the “Property Jurisdiction”);

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the management or operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “Personalty”);

5. Other Rights.

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

6. Insurance Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, and any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Property or the Improvements, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, furniture rental income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, any resident and tenant security deposits, entrance fees, application fees, processing fees, community fees, late fees, and any other amounts or fees paid by any resident or tenant upon execution of a Lease, together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Property or the Improvements, and the payments and the right to receive payments from residents or Medicaid programs or similar federal, state or local programs, boards, bureaus or agencies, due for the rents or services of residents at the Property and Improvements (the "**Rents**");

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof, all residency, occupancy, admission, and care agreements pertaining to residents of the Property and Improvements (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably determined from time to time by Secured Party (the “**Impositions**”);

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property but excluding any rights to the name “Village at Waterman Lake” and associated trademark rights (collectively, the “**Brand Rights**”), provided that Secured Party shall have an irrevocable license, coupled with an interest and for which consideration has been paid and received, to use any signage or other materials bearing the Brand Rights that exist on any of the Collateral Property on the date Secured Party acquires any of the Collateral Property through a foreclosure event, in connection with operating any of the Collateral Property for a period not to exceed one hundred eighty (180) days after the date Secured Party acquires any of the Collateral Property through a foreclosure event;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the Debtor's management and operation of the Property and Improvements as a seniors housing facility.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Borrower)
(Seniors Housing)**

PARCEL ONE:

THAT CERTAIN PARCEL OR TRACT OF LAND WITH ALL BUILDINGS AND IMPROVEMENTS THEREON SITUATED ON THE WESTERLY SIDE OF MAPLEVILLE ROAD AND THE NORTHERLY SIDE OF PUTNAM PIKE IN THE TOWN OF SMITHFIELD, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEG INNING AT THE INTERSECTION OF THE NORTHERLY HIGHWAY LINE OF PUTNAM PIKE WITH THE WESTERLY STREET LINE OF MAPLEVILLE ROAD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF PROPERTY NOW OR FORMERLY BELONGING TO STEPHEN J. STAMP, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED:

THENCE RUNNING NORTHEASTERLY BOUNDING NORTHWESTERLY BY SAID STAMP PROPERTY FOR A DISTANCE OF 128.74' TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF 258°-33'-55" AND RUNNING NORTHWESTERLY BOUNDING SOUTHWESTERLY BY SAID STAMP PROPERTY FOR A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE;

THENCE RUNNING NORTHERLY CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 85°-56'-37", FOR AN ARC DISTANCE OF 187.50 FEET TO A POINT OF TANGENCY;

THENCE RUNNING NORTHEASTERLY BOUNDING NORTHWESTERLY BY SAID STAMP PROPERTY FOR A DISTANCE OF 4.18 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF 290°-53'-01" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY BY SAID STAMP PROPERTY FOR A DISTANCE OF 36.78 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING IN INTERIOR ANGLE OF 181°-34'-19" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY BY SAID STAMP PROPERTY FOR A DISTANCE OF 53.87 FEET TO A DRILL HOLE FOR AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 178°-02'-37" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY BY SAID STAMP PROPERTY FOR A DISTANCE OF 200.22 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 187°-52'-10" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY IN PART BY SAID STAMP PROPERTY AND IN PART BY LAND NOW OR FORMERLY OF MATTHEW A. & JENNIFER A. FITTS FOR A DISTANCE OF 123.75 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 211°-53'-06" AND RUNNING SOUTHWESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHEASTERLY BY PROPERTY NOW OR FORMERLY BELONGING TO MARY LOU FERRI FOR A DISTANCE OF 39.66 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 166°-02'-08" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 29.46 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 163°-15'-55" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 47.90 FEET TO A DRILL HOLE AT ANGLE;
THENCE TURNING AN INTERIOR ANGLE OF 171°-11'-29" AND RUNNING WESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 116.79 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 165°-02'-03" AND RUNNING NORTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHWESTERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 95.58 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 178°-30'-43" AND BOUNDING NORTHWESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHWESTERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 150.91 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 178°-31'-35" AND RUNNING NORTHWESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHWESTERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 104.96 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 180°-51'-13" AND RUNNING SOUTHWESTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING SOUTHWESTERLY BY SAID FERRI PROPERTY FOR A DISTANCE OF 58.56 FEET TO A DRILL HOLE AT THE INTERSECTION OF A STONEWALL;

THENCE TURNING AN INTERIOR ANGLE OF 130°-39'-24" AND RUNNING NORTHERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING WESTERLY BY PROPERTY NOW OR FORMERLY BELONGING TO HAVEN HEALTH CENTER OF GREENVILLE LLC FOR A DISTANCE OF 286.00 FEET TO AN ANGLE;

THENCE TURNING AND INTERIOR ANGLE OF 179°-53'-13" AND RUNNING NORTHERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING WESTERLY BY SAID HAVEN HEALTH CENTER OF GREENVILLE LLC PROPERTY FOR A DISTANCE OF 106.94 FEET TO A DRILL HOLE AT THE INTERSECTION OF A STONEWALL;

THENCE TURNING AN INTERIOR ANGLE OF 115°-05'-46" AND RUNNING NORTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING NORTHWESTERLY BY PROPERTY NOW OR FORMERLY BELONGING TO THE STEERE ORCHARDS LIMITED PARTNERSHIP L.C. FOR A DISTANCE OF 65.13 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 181°-04'-57" AND RUNNING NORTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING NORTHWESTERLY BY SAID STEERE PROPERTY FOR A DISTANCE OF 227.19 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 179°-43'-25" AND RUNNING NORTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING NORTHWESTERLY BY SAID STEERE PROPERTY FOR A DISTANCE OF 612.93 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 180°-10'-51" AND RUNNING NORTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING NORTHEASTERLY BY SAID STEERE PROPERTY FOR A DISTANCE OF 253.95 FEET TO A DRILL HOLE AT A CORNER;

THENCE TURNING AN INTERIOR ANGLE OF 102°-40'-58" AND RUNNING SOUTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING NORTHEASTERLY BY SAID STEERE PROPERTY FOR A DISTANCE OF 56.10 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 176°-53'-33" AND RUNNING SOUTHEASTERLY ALONG THE CENTERLINE OF A STONEWALL BOUNDING

NORTHEASTERLY BY SAID STEERE PROPERTY FOR A DISTANCE OF 246.81 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 179°-16'-38" AND RUNNING SOUTHEASTERLY ALONG A WIRE FENCE BOUNDING NORTHEASTERLY BY SAID STEERE PROPERTY FOR A DISTANCE OF 295.37 FEET TO A POINT IN THE WESTERLY STREET LINE OF MAPLEVILLE ROAD;

THENCE TURNING AN INTERIOR ANGLE OF 130°-46'-50" AND RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 191.41 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 178°-38'-54" AND RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 368.05 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 180°-41'-05" AND RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 254.36 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 180°-10'-06" AND RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 96.92 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 168°-53'-23" AND RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 39.28 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 170°-50'-09" AND RUNNING SOUTHERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 14.99 FEET TO AN ANGLE;

THENCE TURNING IN INTERIOR ANGLE OF 167°09'-20" AND RUNNING SOUTHWESTERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 58.73 FEET TO A DRILL HOLE AT AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 195°-45'-33" AND RUNNING SOUTHWESTERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 101.70 FEET TO AN ANGLE;

THENCE TURNING AN INTERIOR ANGLE OF 163°-03'-13" AND RUNNING SOUTHWESTERLY ALONG THE WESTERLY STREET LINE OF MAPLEVILLE ROAD FOR A DISTANCE OF 207.68 FEET TO THE POINT AND PLACE OF BEGINNING; THE LAST DESCRIBED LINE FORMING AN INTERIOR ANGLE OF 12°-14'-25" WITH THE FIRST DESCRIBED LINE.

PARCEL TWO:

That certain tract or parcel of land with buildings and improvements thereon, situated in the Town of Smithfield, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northwesterly corner of land now or formerly of Matthew A. & Jennifer A. Fitts, said point being the most northeasterly corner of the herein described parcel; thence proceeding in a southwesterly direction a distance of thirty-nine and 66/100 (39.66) feet, along a stone wall to a drill hole;

thence turning an interior angle of 193° 57' 52" and proceeding in a westerly direction a distance of twenty-nine and 46/100 (29.46) feet, to a drill hole in a stone wall;

thence turning and interior angle of 196° 44' 05" and proceeding in a westerly direction a distance of forty-seven and 90/100 (47.90) feet, to a drill hole in a stone wall;

thence turning an interior angle of 188° 48' 31" and proceeding in a northwesterly direction a distance of one hundred sixteen and 79/100 (116.79) feet to a drill hole in a stone wall;

thence turning an interior angle of 194° 57' 57" and proceeding in a northwesterly direction a distance of ninety-eight and 58/100 (98.58) feet, to a drill hole in a stone wall;

thence turning an interior angle of 181° 29' 17" and proceeding in a northwesterly direction a distance of one hundred fifty and 91/100 (150.91) feet, to a drill hole in a stone wall;

thence turning an interior angle of 181° 28' 25" and proceeding in a northwesterly direction a distance of one hundred four and 96/100 (104.96) feet, to a point;

thence turning an interior angle of 179° 08' 47" and proceeding in a northwesterly direction a distance of fifty-eight and 56/100 (58.56) feet, to a drill hole in a stone wall;

the last eight courses are bounded northerly by land now or formerly of Village at Waterman Lake, LP or this grantee;

thence turning an interior angle of 50° 48' 59" and proceeding in a general southerly direction a distance of eighty-five and 81/100 (85.81) feet, bounded westerly by land now or formerly of Ohi Assets (CT) Lender, LLC to a point;

thence turning an interior angle of 130° 04' 15" and proceeding in a southeasterly direction a distance of three hundred fifty-six and 00/100 (356.00) feet, bounded southwesterly in part by Ohi Assets (CT) Lender, LLC and southwesterly in part by this grantor to a point;

thence turning an interior angle of $156^{\circ} 56' 35''$ and proceeding in a southeasterly direction a distance of two hundred fifty six and $01/100$ (256.01) feet, bounded southerly by this grantor or land of Mary Lou Ferri to a point;

thence turning an interior angle of $90^{\circ} 00' 00''$ and proceeding in a northeasterly direction a distance of ninety-four and $55/100$ (94.55) feet, bounded southeasterly by land now or formerly of Matthew A. and Jennifer A. Fitts to the point and place of beginning;

the first mentioned course forms an interior angle of $55^{\circ} 51' 07''$ with the last mentioned course; this parcel contains forty-two thousand five hundred six (42,506 +/-) S.F. of land, more or less, and is further described as Parcel A on plan entitled, ADMINISTRATIVE SUBDIVISION FOR VILLAGE AT WATERMAN LAKE, I.P. A.P. 44 LOT 7 AND MARY LOU FERRI, A.P. 1B LOT 3 ON PUTNAM PIKE & MAPLEVILLE ROAD IN SMITHFIELD, RI recorded June 24, 2019 at 10:35 a.m. as Document Number 2019 0014.