

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Susan C. Kiernan, Esquire
B. E-MAIL CONTACT AT SUBMITTER (optional) susan.kiernan@troutman.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Susan C. Kiernan, Esquire Troutman Pepper Locke LLP One Financial Plaza, Suite 2800 Providence, RI 02903</div>

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION



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 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Salve Regina University				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 100 Ochre Point Avenue		CITY Newport	STATE RI	POSTAL CODE 02840
			COUNTRY 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 10 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 Rhode Island Health and Educational Building Corporation				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 33 Broad Street, Suite 200		CITY Providence	STATE RI	POSTAL CODE 02903
			COUNTRY USA	

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

All of the Debtor's right, title and interest with respect to the Mortgaged Property as defined and described in that certain Mortgage, Loan and Security Agreement dated May 15, 2025, as amended and supplemented from time to time, by and among the Debtor, Rhode Island Health and Educational Building Corporation, Millennium Corporation and Eastern Bank, as more particularly described in Exhibit A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input checked="" type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Filed with Rhode Island Secretary of State - Series 2025 Bonds	

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
Salve Regina University
OR
9b INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

Print Reset
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. [X] ADDITIONAL SECURED PARTY'S NAME or [] ASSIGNOR SECURED PARTY'S NAME Provide only one name (11a or 11b)
11a ORGANIZATION'S NAME
Millennium Corporation
OR
11b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
11c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
125 High Street, Oliver Street Tower, Suite 901 Boston MA 02110 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 [X] is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)
16. Description of real estate

17. MISCELLANEOUS
Filed with Rhode Island Secretary of State - Series 2025 Bonds

EXHIBIT A

Debtor: Salve Regina University

Secured Party: Rhode Island Health and Educational Building Corporation; and
Millennium Corporation

(i) All rights, title and interest of the Debtor in (A) all easements, bridges, rights of way, privileges, hereditaments, and appurtenances belonging to or inuring to the benefit of the Mortgaged Property; all right, title, and interest of the Debtor in and to land lying within any street or roadway adjoining the Mortgaged Property; and all right, title, and interest of the Debtor in and to any vacated or hereafter vacated street or road adjoining the Mortgaged Property; (B) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property as a result of (1) the exercise of the right of eminent domain, (2) the alteration of the grade of any street, or (3) any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by the Agreement (including the reasonable counsel fees, costs, and disbursements incurred by the Bondowner in connection with the collection of such award or payment) at the date of receipt by the Bondowner of any such award or payment; (C) as lessor, under any leases of any of the Mortgaged Property, all of the rents and other payments required of lessees, tenants, occupants, licensees, concessionaires, or other persons or parties, 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 arising from any rental units, space, or rentable facilities within, on or appurtenant to the Mortgaged Property or any portion thereof, and all of the Debtor's contractual rights now existing or hereafter arising between the Debtor and any tenant or occupant with respect to any of the Mortgaged Property; (ii) to the extent the Mortgaged Property is or may be treated as personal property under the UCC, a security interest therein; and (iii) with respect to all of the foregoing, the products and proceeds thereof; all to secure the payment of all sums required to be paid by the Debtor under the Agreement and the other Bond Documents, and the satisfaction and performance of all other covenants, agreements and obligations made or undertaken by the Debtor under the Agreement or under the other Bond Documents for the benefit of the Bondowner.

As used herein the following terms shall have the following respective meanings:

“Agreement” means the Mortgage, Loan and Security Agreement dated May 15, 2025, by and among the Debtor, each Secured Party and Eastern Bank, as the same may be further amended, modified, supplemented, restated or replaced from time to time.

“Bondowner,” “Bondholders,” “Holders,” and “Owners” means, collectively, the Initial Purchaser and any subsequent registered owner or owners of the Bonds from time to time as shown in the books kept by the Disbursing Agent as bond registrar and transfer agent.

“Bond Documents” means the Bonds, the Agreement, the Bond Purchase Agreement, the Tax Agreement, the Continuing Covenants Agreement, the Assignment, the Hazardous Materials Indemnity Agreement, the Security Agreement, the Negative Pledge, the Intercreditor Agreement and any other agreements, documents or instruments executed in connection with the Bonds, as all of the same may be amended, supplemented or replaced from time to time.

“Bonds” means, the \$36,000,000 Rhode Island Health and Educational Building Corporation Higher Education Facility Revenue Bonds, Salve Regina University, Series 2025, dated the date of delivery thereof, and any Bond or Bonds duly issued in exchange or replacement therefor.

“Collateral” means all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), motor vehicles, documents, accounts (including health care insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles). Notwithstanding the foregoing, or any other provision of a Bond Document to the contrary, the Collateral shall not include: (i) intellectual property rights of any professors, researchers or other faculty members with whom the Debtor has entered into contracts, (ii) any rights to the name “Salve Regina University,” (iii) any gifts or grants which are not legally available to pay debt service on the Bonds, (iv) the personal property and fixture property located in and used at, or derived from the chapel located on the Mortgaged Property, or (v) the Debtor’s endowment or any other “investment property” within the meaning of Section 148(b) of the IRC, unless the Bondowner has received an Opinion of Bond Counsel to the effect that the Collateral does not constitute “replacement proceeds” under Treasury Regulation 1.148-1.

“Continuing Covenants Agreement” means the Continuing Covenants Agreement, dated as of December 19, 2011, as amended by the First Amendment to Continuing Covenants Agreement dated as of May 7, 2015 and the Second Amendment to Continuing Covenants Agreement dated as of May 15, 2025, each by and between the Debtor and Initial Purchaser, as the same may be further amended, modified, supplemented, restated or replaced from time to time, and any continuing covenants agreement, bondholder agreement or similar agreement between the Debtor and a Purchaser that is designated in writing by the Debtor and delivered to the Issuer as the Continuing Covenants Agreement.

“Disbursing Agent” means, during the Initial Fixed Bank Purchase Rate Period, Eastern Bank, acting on behalf of the Initial Purchaser, and otherwise shall mean any trust company, national banking association or other Person authorized to perform the functions of the Disbursing Agent hereunder, appointed by the Debtor, with the approval of the Issuer.

“Hazardous Materials Indemnity Agreement” means the Hazardous Materials Indemnity Agreement dated as of December 19, 2011, as amended by the First Amendment to Hazardous Materials Indemnity Agreement dated as of May 7, 2015 and the Second Amendment to Hazardous Materials Indemnity Agreement dated as of May 15, 2025, from the Debtor to the Initial Purchaser,

as the same may be further amended, modified, supplemented, restated or replaced from time to time, and any similar agreement between the Debtor and a successor Purchaser.

“Initial Purchaser” means Millennium Corporation.

“Initial Fixed Bank Purchase Rate Period” means the period commencing on the Date of Issuance to but excluding the earlier of (a) May 1, 2035 (or such later date or dates as the Debtor and the Purchaser may agree to in writing, subject to Section 315(c) of the Agreement, with prior written notice to the Issuer and the Disbursing Agent, prior to the end of the then-current Initial Fixed Bank Purchase Rate Period) or (b) the Business Day immediately preceding a Mode Change Date.

“Intercreditor Agreement” the Inter-creditor Agreement dated May 15, 2025 among the Millennium Corporation (as successor to Century Subsidiary Investments, Inc. III), in its capacity as owner of the Series 2011 Bonds, Millennium Corporation (as successor to Century Subsidiary Investments, Inc. III), in its capacity as owner of the Series 2015 Bonds and Millennium Corporation, in its capacity as owner of the Bonds, as the same may be amended, modified, supplemented, restated or replaced from time to time.

“Issuer” means Rhode Island Health and Educational Building Corporation.

“IRC” means the Internal Revenue Code of 1986, as it may be amended and applied to the Bonds from time to time.

“Mortgaged Property” means, collectively, (i) the Collateral, and (ii) the real property described in the attached Exhibit B, all rights and easements appurtenant thereto, and all buildings, structures, fixtures, equipment, furnishings and improvements thereon, whether in existence on the date hereof or later coming into existence and whether owned by the Debtor on the date hereof or acquired hereafter, together with any additional real property not included in the foregoing provisions which may be added to the Mortgaged Property by a supplemental agreement.

“Negative Pledge” means the Negative Pledge, dated December 19, 2011, as amended by the First Amendment to Negative Pledge dated as of May 7, 2015 and the Second Amendment to Negative Pledge dated as of May 15, 2025, from the Debtor to the Initial Purchaser, as the same may be further amended, modified, supplemented, restated or replaced from time to time, and any similar agreement between the Debtor and a successor Purchaser.

“Purchaser” means any initial or subsequent Bondowner of the Bonds.

“Security Agreement” means the Security Agreement (All Assets) dated as of December 19, 2011, as amended by the First Amendment to Security Agreement dated as of May 7, 2015 and the Second Amendment to Security Agreement dated as of May 15, 2025, each by and between the Debtor and the Initial Purchaser, as the same may be further amended, modified, supplemented, restated or replaced from time to time, and any similar agreement between the Debtor and any successor Purchaser.

“Series 2011 Bonds” means the Issuer’s \$32,980,000 Higher Education Facility Revenue Refunding Bonds, Salve Regina University, Series 2011.

“Series 2015 Bonds” means, collectively, the Issuer’s \$20,400,000 Higher Education Facility Revenue Bonds, Salve Regina University, Series 2015 A, \$3,352,000 Higher Education Facility Revenue Bonds, Salve Regina University, Series 2015 B and \$3,748,000 Higher Education Facility Revenue Bonds, Salve Regina University, Series 2015 C.

“Tax Agreement” means the Tax Certificate and Agreement dated May 15, 2025, by and between the Issuer and the Debtor, as supplemented and amended from time to time.

“UCC” means the Rhode Island Uniform Commercial Code.

EXHIBIT B

Description of Mortgaged Property

**LEGAL DESCRIPTION – SALVE REGINA UNIVERSITY
NEWPORT, RHODE ISLAND**

Parcel I:

PLAT 34: LOT: 75

BEGINNING AT AN IRON POST ON THE EASTERLY SIDELINE OF MIDDLETON AVENUE, IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND, SAID POST BEING THE NORTHWESTERLY MOST POINT OF PLAT: 34, LOT: 75.

BEGINNING AT SAID POST AND RUNNING IN A SOUTHERLY DIRECTION ALONG THE EASTERLY SIDELINE OF MIDDLETON AVENUE WITH A BEARING OF S03°07'53"E, FOR A DISTANCE OF 100.79' TO A POINT.

THENCE TURNING AND RUNNING IN A EASTERLY DIRECTION ALONG THE NORTHERLY SIDELINE OF EAST BOWERY ST, WITH A BEARING OF N87°24'58"E AND A DISTANCE OF 101.80' TO A POINT.

THENCE TURNING AND RUNNING IN A NORTHERLY DIRECTION WITH A BEARING OF N03°24'51"W AND A DISTANCE OF 97.18' TO A POINT.

THENCE TURNING AND RUNNING IN A WESTERLY DIRECTION WITH A BEARING OF S89°27'33"W AND A DISTANCE OF 101.37' TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 0.23 ACRES MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: MIDDLETON AVENUE, AND EAST BOWERY ST. NEWPORT, R.I., DETAILS: PLAT 34, LOTS 16, 75, 76, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-13; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: MIDDLETON AVENUE, AND EAST BOWERY ST. NEWPORT, R.I., DETAILS: PLAT 34, LOTS 16, 75, 76, PROJECT #15.0198, DATE: 04.30.15".

54 – 56 East Bowery Street
Weaver Avenue
Middleton Avenue

Parcel II:

PLAT 34: LOT: 16

BEGINNING AT THE MOST SOUTHWESTERLY POINT OF LOT 16 IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND, SAID POINT BEING AT THE NORTHERLY SIDELINE OF EAST BOWERY ST

THENCE TURNING AND RUNNING IN A NORTHEASTERLY DIRECITON WITH A BEARING OF N87°24'58"E AND A DISTANCE OF 52.02' TO A POINT.

THENCE TURNING AND RUNNING IN A NORTHERLY DIRECTION WITH A BEARING OF N03°08'56"W AND A DISTANCE OF 189.40' TO A POINT.

THENCE TURNING AND RUNNING IN A WESTERLY DIRECTION WITH A BEARING OF N87°41'13"W AND A DISTANCE OF 53.21' ALONG THE SOUTHERLY SIDELINE OF WEAVER AVE TO A POINT.

THENCE RUNNING IN A SOUTHERLY DIRECTION WITH A BEARING OF S03°24'51"E AND A DISTANCE OF 193.92' TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 0.23 ACRES MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: MIDDLETON AVENUE, AND EAST BOWERY ST. NEWPORT, R.I., DETAILS: PLAT 34, LOTS 16, 75, 76, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-13; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: MIDDLETON AVENUE, AND EAST BOWERY ST. NEWPORT, R.I., DETAILS: PLAT 34, LOTS 16, 75, 76, PROJECT #15.0198, DATE: 04.30.15".

54 – 56 East Bowery Street
Weaver Avenue
Middleton Avenue

Parcel III:

PLAT 34: LOT: 76

BEGINNING AT THE MOST SOUTHWESTERLY POINT OF LOT 76 IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND, SAID POINT BEING AT THE NORTHERLY SIDELINE OF EAST BOWERY ST

THENCE TURNING AND RUNNING IN A NORTHEASTERLY DIRECTION WITH A BEARING OF N87°24'58"E AND A DISTANCE OF 54.00' ALONG THE NORTHERLY SIDELINE OF EAST BOWERY ST TO A POINT.

THENCE TURNING AND RUNNING IN A NORTHERLY DIRECTION WITH A BEARING OF N02°54'58"W AND A DISTANCE OF 184.67' TO A POINT.

THENCE TURNING AND RUNNING IN A NORTHWESTERLY DIRECTION WITH A BEARING OF N87°41'13"W AND A DISTANCE OF 55.00' ALONG THE SOUTHERLY SIDELINE OF WEAVER AVE TO A POINT.

THENCE TURNING AND RUNNING IN A SOUTHERLY DIRECTION WITH A BEARING OF S03°08'56"E AND A DISTANCE OF 189.40' TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 0.24 ACRES MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: MIDDLETON AVENUE, AND EAST BOWERY ST. NEWPORT, R.I., DETAILS: PLAT 34, LOTS 16, 75, 76, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-13; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: MIDDLETON AVENUE, AND EAST BOWERY ST. NEWPORT, R.I., DETAILS: PLAT 34, LOTS 16, 75, 76, PROJECT #15.0198, DATE: 04.30.15".

54 – 56 East Bowery Street
0 Weaver Avenue
0 Middleton Avenue

Parcel IV:

ASSESSORS PLAT: 36, LOT: 65

BEGINNING AT A STONE BOUND ON THE EASTERLY SIDELINE OF OCHRE POINT AVENUE, IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND, SAID BOUND BEING THE SOUTHWESTERLY MOST CORNER OF PLAT: 36, LOT: 65.

THENCE TURNING AND RUNNING ALONG THE EASTERLY SIDELINE OF OCHRE POINT AVENUE IN A NORTHERLY DIRECTION WITH A BEARING OF N05°41'48"E, FOR A DISTANCE OF 806.00' TO A POINT.

THENCE TURNING AND RUNNING ALONG THE SOUTHERLY SIDELINE OF A 40' PRIVATE RIGHT OF WAY IN AN EASTERLY DIRECTION WITH A BEARING OF S78°59'30"E, FOR A DISTANCE OF 339.09' TO A POINT.

THENCE TURNING AND RUNNING IN A SOUTHERLY DIRECTION WITH A BEARING OF S11°40'12"W, FOR A DISTANCE OF 70.00' TO A POINT.

THENCE TURNING AND RUNNING IN AN EASTERLY DIRECTION WITH A BEARING OF S79°07'33"E, FOR A DISTANCE OF 400.00' TO A POINT.

THENCE TURNING AND RUNNING IN A PRIMARILY SOUTHERLY DIRECTION ALONG THE MEAN HIGH WATER LINE FOR AN APPROXIMATE DISTANCE OF 835' TO A POINT.

THENCE TURNING AND RUNNING ALONG THE NORTHERLY SIDELINE OF SHEPARD AVENUE EXTENSION AND THROUGH A STEEL PIPE WITH A BEARING OF N78°51'09"W AND A DISTANCE OF 720.00' TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 12.77 ACRES MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY" DATED 11.11.11, LOCATION: OCHRE POINT AVENUE, NEWPORT, R.I., DETAILS: PLAT 36, LOT 65, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-9; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: OCHRE POINT AVENUE, NEWPORT, R.I., DETAILS: PLAT 36, LOT 65, PROJECT #15.0198, DATE: 04.30.15".

22 – 28 Ochre Point Avenue

Parcel V:

ASSESSORS PLAT: 36, LOT: 67

REFERENCING A STONE BOUND ON THE SOUTHERLY SIDELINE OF SHEPARD AVENUE, IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND.

THENCE TURNING AND RUNNING IN A NORTHERLY DIRECTION WITH A BEARING OF N05°39'25"E, FOR A DISTANCE OF 49.58' TO THE POINT AND PLACE OF BEGINNING. SAID POINT BEING THE SOUTHEASTERLY MOST CORNER OF PLAT: 36, LOT: 67.

THENCE BEGINNING AND RUNNING IN A NORTHERLY DIRECTION ALONG A STONE WALL ON THE WESTERLY SIDELINE OF OCHRE POINT AVENUE WITH A BEARING OF N05°39'25"E FOR A DISTANCE OF 796.95' TO A POINT.

THENCE TURNING AND RUNNING IN A WESTERLY DIRECTION ALONG A STONE WALL ON THE SOUTHERLY SIDELINE OF LEROY AVENUE WITH A BEARING OF N79°27'07"W FOR A DISTANCE OF 561.41' TO A POINT.

THENCE TURNING AND RUNNING IN A SOUTHERLY DIRECTION ALONG A STONE WALL ON THE EASTERLY SIDELINE OF LAWRENCE AVENUE WITH A BEARING OF S03°50'48"W FOR A DISTANCE OF 636.91' TO A POINT.

THENCE TURNING AND RUNNING IN A SOUTHEASTERLY DIRECTION WITH A BEARING OF S78°15'27"E AND A DISTANCE OF 415.34' TO A POINT.

THENCE TURNING AND RUNNING IN A SOUTHWESTERLY DIRECTION WITH A BEARING OF S14°01'38"W AND A DISTANCE OF 150.00' TO A POINT.

THENCE TURNING AND RUNNING IN A SOUTHEASTERLY DIRECTION ALONG A STONE WALL ON THE NORTHERLY SIDELINE OF SHEPARD AVENUE WITH A BEARING OF S78°15'18"E FOR A DISTANCE OF 148.92' TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 8.55 ACRES MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY" DATED 11.11.11, LOCATION: OCHRE POINT AVENUE, NEWPORT, R.I., DETAILS: PLAT 36, LOT 67, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-10; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: OCHRE POINT AVENUE, NEWPORT, R.I., DETAILS: PLAT 36, LOT 67, PROJECT #15.0198, DATE: 04.30.15".

51 LAWRENCE AVENUE

Parcel VI:

ASSESSORS PLAT: 36, LOT: 95

BEGINNING AT A STONE BOUND ON THE SOUTHERLY SIDELINE OF SHEPARD AVENUE, IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND, SAID BOUND BEING THE NORTHEASTERLY MOST POINT OF PLAT: 36, LOT: 95.

THENCE TURNING AND RUNNING IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHERLY SIDELINE OF SHEPARD AVE, WITH A BEARING OF N78°09'09"W, FOR A DISTANCE OF 405.46' TO A STEEL PIPE.

THENCE TURNING AND RUNNING IN A SOUTHWESTERLY DIRECTION WITH A BEARING OF S05°31'02"W, FOR A DISTANCE OF 301.83' TO A STEEL PIPE.

THENCE TURNING AND RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY SIDELINE OF VICTORIA AVE, THROUGH A STONE BOUND, WITH A BEARING OF S78°01'39"E, FOR A DISTANCE OF 407.06' TO A STONE BOUND.

THENCE TURNING AND RUNNING IN A NORTHEASTERLY DIRECTION ALONG THE WESTERLY SIDELINE OF OCHRE POINT AVE WITH A BEARING OF N05°14'11"E, FOR A DISTANCE OF 302.89' TO A STONE BOUND, BEING THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 2.80 ACRES MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY" DATED 11.11.11, LOCATION: OCHRE POINT AVENUE. NEWPORT, R.I., DETAILS: PLAT 36, LOT 95, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-11; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: OCHRE POINT AVENUE, NEWPORT, R.I., DETAILS: PLAT 36, LOT 95, PROJECT #15.0198, DATE: 04.30.15" .

37 – 41 OCHRE POINT AVENUE

Parcel VII:
ASSESSORS PLAT: 36, LOT: 02

BEGINNING AT THE NORTHEAST CORNER OF A STONE PILLAR ON THE SOUTHERLY SIDELINE OF NARRAGANSETT AVENUE, IN THE CITY OF NEWPORT, COUNTY OF NEWPORT, AND STATE OF RHODE ISLAND, SAID PILLAR BEING THE NORTHWESTERLY MOST CORNER OF PLAT: 36, LOT: 2.

THENCE RUNNING IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY SIDELINE OF NARRAGANSETT AVENUE WITH A BEARING OF S80°53'14"E, FOR A DISTANCE OF 347.62' TO A POINT MARKING THE START OF A CURVE.

THENCE TURNING AND RUNNING ALONG SAID CURVE WITH A RADIUS OF 26.80' AND A LENGTH OF 45.18' TO A POINT MARKING THE END OF SAID CURVE.

THENCE RUNNING ALONG THE WESTERLY SIDELINE OF OCHRE POINT AVENUE IN A SOUTHWESTERLY DIRECTION WITH A BEARING OF S15°42'46"W, FOR A DISTANCE OF 423.56' TO A POINT.

THENCE TURNING AND RUNNING IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY SIDELINE OF WEBSTER STREET WITH A BEARING OF N80°37'14"W, FOR A DISTANCE OF 314.50' TO A POINT.

THENCE TURNING AND RUNNING IN A NORTHERLY DIRECTION WITH A BEARING OF N07°42'07"E, FOR A DISTANCE OF 449.31' TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL, CONTAINING 3.57 ACRES, MORE OR LESS, BEING SHOWN ON THE PLAN BY NARRAGANSETT ENGINEERING INC. ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY" DATED 11.11.11, LOCATION: OCHRE POINT AVENUE. NEWPORT, R.I., DETAILS: PLAT 36, LOT 02, PROJECT #11.0198, DATE: 11.11.11", recorded in Newport Land Evidence on December 16, 2011 as Map#31-2011-12; AND ON UNRECORDED PLAN ENTITLED "SURVEY PLAN SALVE REGINA UNIVERSITY. LOCATION: OCHRE

1

POINT AVENUE, NEWPORT, R.I., DETAILS: PLAT 36, LOT 02, PROJECT #15.0198, DATE:
04.30.15".

2 OCHRE POINT AVENUE