

(Open-End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of the General Laws of Rhode Island)

**OPEN-END MORTGAGE DEED**

This Open-End Mortgage Deed (the "Mortgage") is made as of November 1, 1991, by and between the Rhode Island Convention Center Authority with its principal office at 15 LaSalle Square, Providence, Rhode Island 02903-1814 (the "Authority") and Fleet National Bank, as trustee under the Authority's General Revenue Bond Resolution adopted by the Authority on November 7, 1991 (the "Resolution"), with its principal corporate trust office at 111 Westminster Street, Providence, Rhode Island 02903 (the "Trustee").

**KNOW ALL MEN BY THESE PRESENTS:**

That the Authority hereby irrevocably grants, transfers and assigns to the Trustee, UPON THE STATUTORY CONDITION AND WITH THE STATUTORY POWERS OF SALE for the equal and ratable benefit of all holders of the Bonds, as defined herein, and all providers of Guarantee Facilities, as defined in the Resolution (the "Guaranty Facilities"), the following described land and other property (paragraphs I through IV hereafter collectively called the "Project Property" and paragraphs I through VIII hereafter collectively called the "Mortgaged Property"):

I. **LAND:** The land in the City of Providence, Rhode Island, more particularly described in Exhibit A annexed hereto, as amended from time to time and hereby made a part hereof (the "Premises").

II. **IMPROVEMENTS:** All buildings and improvements now or hereafter situated upon the Premises, together with all fixtures now or hereafter owned by the Authority or in which the Authority has an interest (but only to the extent of such interest) and placed in or upon the Premises or the buildings or improvements thereon (the "Improvements").

III. **EASEMENTS:** Any easement, bridge or right of way, contiguous or adjoining the Premises and the Improvements thereon, and all other easements, inuring to the benefit of the Premises.

IV. FIXTURES: All fixtures of every kind and description now or hereafter owned by the Authority or in which the Authority has an interest (but only to the extent of such interest) and situated or to be situated upon the Premises or in the Improvements, together with any renewals, replacements or additions thereto or substitutions therefor, now or hereafter located at, or used in connection with the operation of the Premises.

V. PROCEEDS FROM DAMAGE TO OR CONDEMNATION OF THE PROJECT PROPERTY: All proceeds paid for any damage done to the Project Property, or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth.

VI. RENTS: All of the basic rents, issues, benefits and profits of the Project Property as provided in the Lease and Agreement dated as of November 1, 1991, as amended from time to time in accordance with the provisions thereof, by and between the Authority, as lessor, and the State of Rhode Island and Providence Plantations (the "State"), as lessee (the "Agreement") and as provided in the Sublease Agreement dated as of November 1, 1991, as amended from time to time in accordance with the provisions thereof, by and between the State, as sublessor, and the Authority, as sublessee (the "Sublease").

VII. RECORDS: All of the records and books of account now or hereafter maintained by the Authority in connection with the operation of the Project Property.

VIII. NAME AND GOODWILL: The right, in event of foreclosure hereunder of the Project Property, to take and use the name by which the Project Property is then known alone and the goodwill of the Authority used in connection therewith.

SUBJECT, HOWEVER, to those certain liens, encumbrances and other matters set forth in the Agreement as Permitted Encumbrances (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee, and its successors, and assigns forever, together with all and singular the tenements, hereditaments, and

appurtenances belonging or in anywise appertaining thereto, whether now owned or hereafter acquired, with the reversions, remainders, rents, issues, incomes and profits thereof, and all of the estate, right, title, interest and claim whatsoever which the Authority now has or which the Authority may hereafter acquire in and to the Mortgaged Property; and the Authority does hereby bind itself, its successors and assigns, to warrant and forever defend the same unto the Trustee, or its successors, against all persons whomsoever claiming or to claim the same or any part thereof.

The conveyance is made for the purpose of securing the following:

(1) Payment of all Bonds issued and to be issued which are outstanding under the Resolution (the "Bonds") and payment of all Guarantee Facility Obligations, as defined in the Resolution (the "Guarantee Facility Obligations") in the principal amount of Two Hundred Ninety Million Dollars (\$290,000,000), with interest thereon as provided in the Resolution and any agreements relating to Guarantee Facility Obligations;

(2) Performance by the Authority of all of its obligations and payment of any amounts due under (a) the Agreement, (b) the Sublease, (c) the Resolution, (d) each Series Resolution, as defined in the Resolution, and (e) any agreement(s) between the Authority and the provider(s) of Guarantee Facilities (collectively, the Agreement, the Sublease, the Resolution, the Series Resolutions, the Bonds and any agreements relating to Guarantee Facility Obligations are referred to herein as the "Financing Documents"); and

(3) Performance of each and every obligation of the Authority contained herein.

#### ARTICLE I

##### Covenants and Warranties.

The Authority covenants, warrants and agrees as follows:

1.1 The Authority is lawfully seized of the Project Property and has the right to encumber it with the lien created by this instrument, which lien is subject only to the Permitted Encumbrances specifically referred to above. The Authority will defend the title thereto in any action affecting the

rights of the Trustee hereunder and pay all costs of any such action (including, but not limited to, attorneys' fees), whether or not such action (i) progresses to judgment or (ii) is brought by or against the Trustee.

1.2 The execution and delivery of this Mortgage have been duly authorized and there is no provision in the Act, as defined in the Resolution, or by-laws of the Authority requiring further consent for such action by any other entity or person from whom such consent has not been obtained.

1.3 The Authority is duly organized, validly existing and in good standing under the laws of the State and has (a) all necessary licenses, authorizations, registrations, permits and approvals and (b) full power and authority to own its properties and carry on its business as contemplated by the Agreement and the Sublease.

1.4 There are no actions, suits or proceedings pending, or to the best knowledge of the Authority, threatened against or affecting the Authority or the Mortgaged Property, or which might involve the validity or enforceability of this Mortgage or the priority of the lien hereof, at law or in equity, or before or by any governmental body, agency or authority.

1.5 The Agreement and the Sublease are in full force and effect in accordance with their respective terms and the Authority has not waived cancelled or surrendered any of its rights thereunder; and neither the Authority or the State are in default under the Agreement or the Sublease.

1.6 All warranties, representations, statements and other information furnished to the Trustee and any providers of Guarantee Facilities by or on behalf of the Authority are or will be when the same are made or furnished, accurate and complete in all material respects.

1.7 The Authority will duly and punctually observe and perform all of the Authority's obligations under all other mortgages, encumbrances or restrictions covering or affecting the Mortgaged Property.

1.8 The Authority agrees to maintain insurance on the Project Property in accordance with the terms of the Financing Documents and to do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under the Financing Documents.

1.9 The Authority agrees to keep the Project Property in a sound condition and good repair, except as may otherwise be permitted under the Financing Documents, and agrees not to permit and suffer any waste or strip of the same to occur, nor any violation of any law, by-law, ordinance, rule, regulation or restriction affecting the same or the use thereof, including without limitation, any requirement of applicable governmental authorities relating to health, safety, environmental or land use conditions or activities on the Premises.

1.10 The Authority agrees to pay or cause to be paid, when due all taxes, payments in lieu of taxes, charges, assessments and sewer and water rents on or in respect of the Mortgaged Property or any interest therein in accordance with the Financing Documents.

1.11 The Authority agrees not to permit the Project Property to be used in any manner which violates applicable governmental requirements.

1.12 The Authority agrees to undertake all such actions as may reasonably be requested by the Trustee in furtherance of the rights of the Trustee under the Financing Documents.

1.13 The Authority agrees, at its expense, to execute and deliver (in such manner and form as the Trustee may at any time require) and to permit the Trustee to file and record, any financing statements, any carbon, photographic or other reproduction of a financing statement or this Open-End Mortgage Deed (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be reasonably necessary or desirable, or that the Trustee or any providers of Guarantee Facilities may request, in order to create, preserve, perfect or validate any security interest or to enable the Trustee to exercise and enforce its rights hereunder with respect to any of the Mortgaged Property.

1.14 The Authority agrees to allow the Trustee, any providers of Guarantee Facilities and their agents to enter and to inspect the Project Property during usual business hours so long as such entry and inspection do not unreasonably interfere with the Authority's use of the Project Property.

1.15 The Authority agrees to keep proper and separate books of account, in accordance with generally accepted accounting principles, and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Mortgaged Property, and agrees to allow the Trustee and any providers of Guarantee Facilities, their

agents, accountants and representatives to inspect such records and books during usual business hours on the Project Property so long as such inspection does not unreasonably interfere with the operations of the Authority.

1.16 All leases or subleases of all or any portion of the Project Property hereafter made by the Authority will be subordinated to the lien created by this Mortgage, and shall provide that following sale of the Mortgaged Property through foreclosure, the tenant under each such lease will, upon ten (10) days' written notice from the purchaser of the Mortgaged Property (or his assignee) given within thirty (30) days after the sale thereof, attorn to such purchaser or his assignee as the direct tenant of such purchaser or his assignee.

## ARTICLE II

### Default Provisions.

The happening and continuance for the period, if any, hereinafter indicated, of any of the following events will constitute an Event of Default hereunder;

#### 2.1 Failure of the Authority to pay any:

2.1.1 principal or interest or other amount when due under the Financing Documents or after any applicable grace period upon acceleration or prepayment of such principal sum or otherwise, or

2.1.2 other amount payable pursuant to this Mortgage, or any supplement, modification or extension thereof when due.

2.2 Failure of the Authority to perform any of its other obligations, covenants, or agreements contained in this Mortgage and the continuance of such failure for thirty (30) days after written notice thereof from the Trustee to the Authority.

#### 2.3 The Authority or the State under the Agreement:

2.3.1 becomes insolvent (however such insolvency may be evidenced); or

2.3.2 makes an assignment for the benefit of creditors; or

2.3.3 is adjudicated a bankrupt; or

2.3.4 admits in writing its inability generally to pay its debts as they become due.

2.4 A trustee, custodian or receiver of the Authority's business, or any substantial part of the Authority's assets, is appointed by or at the behest of the Authority.

2.5 Any proceedings involving the Authority or the State are commenced by or against the Authority or the State under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state.

2.6 Any judgment or lien is filed against the Mortgaged Property and is not vacated, bonded or stayed within sixty (60) days except as otherwise permitted in the Financing Documents.

2.7 Any direct or indirect mortgage, pledge, hypothecation or encumbrance or any sale, lease, assignment or other transfer of the Mortgaged Property is made by the Authority (other than leases thereof made in the ordinary course of business by the Authority) except as permitted under and in accordance with the Financing Documents.

2.8 Any representation or warranty made by the Authority to the Trustee and any provider of Guarantee Facilities is not true in any material respect as of the date of the making thereof or as of the date of this Mortgage.

2.9 The occurrence of an Event of Default under the terms of the Financing Documents or any instrument now or hereafter securing the Bonds or any Guarantee Facility Obligations.

2.10 Merger or consolidation with any corporation by, or the dissolution or termination of existence of, the Authority.

2.11 For the purposes of Section 2.3, 2.4, 2.5, 2.6 and 2.7 herein, the term "Authority" shall be deemed to include any other person, firm, corporation or other entity which is then the owner of all or substantially all of the Mortgaged Property.

### ARTICLE III

#### Remedies Upon Default.

3.1 Upon the occurrence of any Event of Default hereunder, the Trustee without presentment, demand, protest or notice of any kind, may declare the indebtedness secured by this Mortgage immediately due and payable. However, the Trustee

need not, and is not obligated to, declare said indebtedness due as a condition precedent to exercising its rights under the several remedies upon default set forth herein.

3.2 Upon the occurrence of any Event of Default hereunder and upon indemnification satisfactory to the Trustee, the Trustee, at its option, without notice, without any liability to the Authority, and without regard to the adequacy of the security for said debt, may, to the extent permitted by law:

3.2.1 enter upon and take possession of the Mortgaged Property; or

3.2.2 demand and receive payment of all rents, benefits and profits of the Mortgaged Property, including those past due and unpaid (whether or not the Trustee has taken possession of the Premises); or

3.2.3 as a matter of right, have a receiver immediately appointed for the Mortgaged Property and the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court making such appointment shall confer.

3.3 If the Trustee enters upon and takes possession of the Mortgaged Property as provided in Section 3.2, the Trustee may operate and manage the Mortgaged Property and perform any acts which the Trustee, in its sole discretion, deems necessary or desirable to protect and preserve the rentability, increase the income, or conserve the value of the Mortgaged Property. The Trustee shall have no liability for any action or inaction while in possession of the Mortgaged Property so long as such action or inaction is taken or refrained from being taken in good faith.

3.4 This Mortgage is upon the STATUTORY CONDITION and upon the occurrence of an Event of Default, the Trustee shall have the STATUTORY POWER OF SALE.

3.5 Acceptance by the Trustee of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only and the failure to pay the entire amount then due shall be and continue to be an Event of Default; at any time thereafter and until the entire amount then due on said debt has been paid, the Trustee shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of an Event of Default.



3.6 No remedy herein conferred upon the Trustee shall be exclusive of any other remedy herein or by law provided or permitted, but such shall be cumulative and in addition to every other remedy given herein or now or hereafter existing at law.

3.7 The exercise of any option in this instrument by the Trustee shall not be deemed a waiver of its rights to exercise any other option; and the filing of a suit for collection of amounts owed hereunder and foreclosure of this instrument as a mortgage or for any other default hereunder shall not preclude sale pursuant to the power of sale contained in this instrument after a dismissal of the suit. No provision hereof shall be deemed to release the Authority's obligation to pay the interest, principal and other sums and charges secured hereby until such time as all thereof have been paid to the Trustee in full.

3.8 At any foreclosure sale all of the Mortgaged Property, at the option of the Trustee and without notice to the Authority, may be sold as a whole and it shall not be necessary to have any personal property present at the place of sale. The recitals in the bill of sale to any purchaser at such sale shall be full and conclusive evidence of the truth of the matters stated therein, and all prerequisites to such sale shall be presumed to have been performed and such sale and bill of sale shall be conclusive against the Authority.

3.9 The Authority agrees, to the extent that it may lawfully so agree, that if an Event of Default shall occur hereunder, neither the Authority nor anyone claiming through or under the Authority shall or will set up, seek or claim to take advantage of any appraisal, valuation, stay, extension, redemption, moratorium or marshalling laws now or hereafter in force in the locality where the property subject to the lien of this Mortgage may be situated, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the final or absolute putting into possession thereof, immediately after such sale, of the purchaser thereof, and the Authority for itself and its successors and assigns hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws and any and all right to have the estates comprising the security intended to be created hereby marshalled upon any foreclosure of the lien hereof and agrees that the Mortgaged Property may be sold as an entirety.

## ARTICLE IV

### Miscellaneous Provisions.

4.1 The Trustee hereby agrees that in the event of the sale or exchange of any property or facility constituting a portion of the Mortgaged Property as permitted by the Resolution, the Trustee, with the consent of all providers of any Guarantee Facility, shall execute and deliver such instruments and agreements appropriate to release such portion of the Mortgaged Property from the lien of this Mortgage.

4.2 All monies received by the Trustee pursuant to the exercise of any remedies provided in this Mortgage or by law shall be applied first, to the payment of all costs incurred in the collection of such monies, including the Trustee's right to fees and expenses, including reasonable attorneys' fees, and second, to the payment of the Bonds and Guarantee Facility Obligations and other obligations of the Authority under the terms of the Resolution.

4.3 At any time and from time to time until payment of the indebtedness and upon request of the Trustee and any provider of Guarantee Facilities, the Authority will promptly execute and deliver to the Trustee such additional instruments as may be reasonably required to further evidence the lien of the Mortgage and further to protect the security position of the Trustee with respect to the Mortgaged Property.

4.4 All agreements between the Authority and the Trustee contained herein are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration or maturity of the Bonds or any Guarantee Facility Obligations, or otherwise, shall the amount paid or agreed to be paid to the Trustee for the use, forbearance or detention of the amount owed under the Financing Documents and secured by this Mortgage exceed the maximum permissible under applicable law. If, from any circumstance whatsoever, fulfillment of any provision of the Financing Documents and this Mortgage, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if from any circumstances the Trustee should ever receive as interest under the Financing Documents or this Mortgage an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced by obligations secured by this Mortgage and not to the payment of interest.

4.5 In case any one or more of the provisions contained in the Financing Documents or in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

4.6 All notices, requests, demands, consents or other communications given hereunder or in connection herewith (for the purposes of this Section collectively called "Notices") shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid, addressed to the party to receive such Notice at its address first set forth above. Either party may, by Notice given as aforesaid, change its address for all subsequent Notices. Notices shall be deemed given when mailed as aforesaid. All Notices by or on behalf of the Trustee herein named shall be deemed sufficient if signed by any one of its directors, officers or counsel and if otherwise given or made in compliance with this Section.

4.7 The address at which the Trustee will accept written notices pursuant to Rhode Island General Laws, Sections 35-25-10(b) and 11 is Fleet National Bank, 111 Westminster Street, Providence, Rhode Island 02903, Attention: Corporate Trust Department.

4.8 This Mortgage shall also constitute a security agreement within the meaning of the Uniform Commercial Code of the State with respect to all fixtures and proceeds thereof whether now or hereafter existing relating to the Mortgaged Property.

4.9 This Mortgage shall inure to and bind the successors and assigns of the parties hereto. This Mortgage and any provision hereof may be amended or modified in writing signed by the Authority and the Trustee. Notwithstanding the foregoing, so long as any Guarantee Facility is in effect, no amendment or modification to this Mortgage may be entered into without the prior written consent of the provider of such Guarantee Facility.

Executed this 10<sup>th</sup> day of November, 1991.

RHODE ISLAND CONVENTION  
CENTER AUTHORITY

Attest: 

By 

Louis A. Fazzano  
Vice Chairman

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on the 19<sup>th</sup> day of November, 1991, before me personally appeared Louis A. Fazzano the above named Vice Chairman of the Rhode Island Convention Center Authority, to me known and known by me to be the party executing the foregoing instrument on behalf of the Rhode Island Convention Center Authority and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of the Rhode Island Convention Center Authority.

  
Notary Public

Frances Raymond

My Commission Expires June 30, 1993

## LEGAL DESCRIPTION

## EXHIBIT A

The land referred to in this Policy is located at West Exchange Street, in the City of Providence, County of Providence, State of Rhode Island and is more particularly described below:

## PARCEL I:

That certain parcel of land with all buildings and improvements located on the northwesterly side of Sabin Street and the southwesterly side of West Exchange Street in the City of Providence, County of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point in the northwesterly city street line of Sabin Street, said point being the southeasterly corner of land now or formerly of the City of Providence (The Civic Center), said point being the southwesterly corner of the herein described parcel;

Thence northwesterly bounded southwesterly by said City of Providence land two hundred twenty and six hundredths (220.06) feet to a point;

Thence northwesterly, at an interior angle of 215 degrees 35 minutes and 35 seconds, bounded southwesterly by said City of Providence land forty eight and ninety eight hundredths (48.98) feet to a point;

Thence northwesterly at an interior angle of 143 degrees 58 minutes 38 seconds, bounded southwesterly by said City of Providence land one hundred thirty two and five hundredths (132.05) feet to a point;

Thence northeasterly at an interior angle of 90 degrees 44 minutes 13 seconds, bounded northwesterly by said City of Providence land sixteen and one hundredth (16.01) feet to a point;

Thence northeasterly, at an interior angle of 200 degrees 38 minutes 56 seconds, bounded northwesterly by said City of Providence land twenty three and thirty eight hundredths (23.38) feet to a point;

Thence northeasterly, at an interior angle of 200 degrees 38 minutes 07 seconds, bounded northwesterly by said City of Providence land and other land now or formerly of the City of Providence (abandoned West Exchange Street) one hundred sixty four and eighty five hundredths (164.85) feet to a point in the southwesterly city street line of West Exchange Street;

Thence southeasterly, at an interior of 90 degree 00 minutes 42 seconds, in said southwesterly city street line of West Exchange Street five hundred sixteen and fifty hundredths (516.50) feet to a point;

Thence southwesterly, at an interior angle of 90 degree 00 minutes 00 seconds, in the northwesterly city street line of West Exchange Street four and zero hundredths (4.00) feet to a point;

Thence southeasterly, at an interior angle of 270 degree 00 minutes 00 seconds, in the southwesterly city street line of West Exchange Street one hundred fifteen and eighty one hundredths (115.81) feet to a point;

Thence southwesterly, southerly and southwesterly along the arc of a curve connecting said southwesterly city street line of West Exchange Street and the northwesterly city street line of Sabin Street to a point, said curve having a radius of thirty nine and thirty hundredths (39.30) feet, a central angle of 47 degrees 09 minutes 42 seconds and an arc length of forty six and seven hundredths (46.07) feet, said point being at an interior angle of 117 degrees 01 minutes 48 seconds as measured from the last described line to the chord of the herein described curve, said chord having a length of forty three and forty seven hundredths (43.47) feet;

Thence southwesterly, at an interior angle of 111 degree 06 minutes 24 seconds as measured from the chord of the last described curve, in said southeasterly city street line of Sabin Street two hundred sixty four and three hundredths (264.03) feet to a point;

Thence northwesterly, at an interior angle of 84 degrees 12 minutes 16 seconds, in the northeasterly city street line of Sabin Street three and eighty hundredths (3.80) feet to a point;

Thence southwesterly, at an interior angle of 275 degrees 48 minutes 40 seconds, in the southeasterly city street line of Sabin Street two hundred seventy one and zero hundredths (271.00) feet to the point of beginning.

The last described line forming an interior angle of 90 degrees 14 minutes 41 seconds with the first described line.

PARCEL II:

That certain parcel of land with all buildings and improvements located on the northeasterly side of West Exchange Street, the southwesterly side of Memorial Boulevard and the westerly side of Francis Street in the City of Providence, County of Providence, State of Rhode Island bounded and described as follows:

Beginning at the intersection of the southerly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended and the westerly city street line of Francis Street, said point being the northeasterly corner of the herein described parcel;

Thence southerly in said westerly city street line of Francis Street two hundred five and thirty three hundredths (205.33) feet to a point;

Thence southwesterly along the arc of a curve to the right having a radius of twenty one and fifty hundredths (21.50) feet an arc length of eighteen and eighty one hundredths (18.81) feet, said point being at an interior angle of 115°-03'-44" as measured from the last described line to the chord of the herein described curve, said chord being eighteen and twenty two hundredths (18.22) feet in length;

Thence westerly in the northerly city street line of West Exchange Street seventy two and ninety three hundredths (72.93) feet to a point;

Thence northwesterly, at an interior angle of 157°-08'-35" in the northeasterly city street line of West Exchange Street eight hundred twenty nine and eight hundredths (829.08) feet to a point;

Thence northwesterly along the arc of a curve to the right having a radius of five hundred forty three and eighty one hundredths (543.81) feet in the northeasterly state highway line of West Exchange Street as delineated on Rhode Island Highway Plat No. 1989 amended an arc length of fifteen and seventeen hundredths (15.17) feet to a point, the chord of the herein described curve being fifteen and seventeen hundredths (15.17) feet in length;

Thence northwesterly along the arc of a curve to the right having a radius of nine hundred forty five and zero hundredths (945.00) feet in the southeasterly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended an arc length of two hundred eleven and two hundredths (211.02) feet to a Rhode Island Highway Bound, said Rhode Island Highway bound being at an interior angle of 42°-12'-45" as measured from the chord of the last described curve to the chord of the herein described curve, said chord of the herein described curve being two hundred ten and fifty eight hundredths (210.58) feet in length;

Thence westerly along the arc of curve to the right having a radius of four hundred forty five and zero hundredths (445.00) feet in the southerly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended an arc length of one hundred thirty eight and thirty three hundredths (138.33) feet to a Rhode Island Highway bound, said Rhode Island Highway bound being at an interior angle of 164°-48'-22" as measured from the chord of the last described curve to the chord of the herein described curve, said chord of the herein described curve being one hundred thirty seven and seventy seven hundredths (137.77) feet in length;

Thence southeasterly at an interior angle of 153°-33'-44" as measured from the chord of the last described curve, in the southwesterly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat 1989 amended two hundred thirty nine and eighty four hundredths (239.84) feet to a Rhode Island Highway bound;

Thence southeasterly at an interior angle of 181°-16'-56" in said southwesterly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended one hundred seventy five and fifty four hundredths (175.54) feet to a Rhode Island Highway bound;

Thence easterly along the arc of a curve to the left having a radius of one thousand two hundred eighty three and zero hundredths (1283.00) feet and an arc length of one hundred forty nine and eighty one hundredths (149.81) feet in the southerly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended to the point of beginning, said point of beginning being at an interior angle of 189°-49'-44" as measured from the last described line and the chord of the herein described curve, said chord of the herein described curve being one hundred forty nine and seventy three hundredths (149.73) feet in length.

The chord of the last described curve and the first described line forming an interior angle of 101°-57'-42".

Together with all rights pursuant to the following appurtenant easements:

- 1) The Perpetual Easement Agreement, Rhode Island Convention Center Authority (Service Road) Providence, Rhode Island, between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:26 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.
- 2) The Perpetual Easement Agreement, Rhode Island Convention Center Authority (Subsurface Utility Corridor Service Road) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 20, 1991 and recorded November 20, 1991 at 12:22 PM in the Office of the Recorder of Deeds, City of Providence, State of Rhode Island.
- 3) Easement Deed from the City of Providence to the Rhode Island Convention Center Authority f/k/a The Convention Center Authority dated November 20, 1991 and recorded November 20, 1991 at 12:31 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.
- 4) All rights and obligations pursuant to the Agreement between the Rhode Island Convention Center Authority f/k/a the Convention Center Authority, and the City of Providence, dated November 18, 1991 and recorded November 20, 1991 at 12:30 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.
- 5) License Agreement from the City of Providence to the Rhode Island Convention Center Authority over property located on the northerly side of West Exchange Street dated November 20, 1991 and recorded November 20, 1991 at 12:32 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.
- 6) License Agreement from the City of Providence to the Rhode Island Convention Center Authority over property located on the southerly side of West Exchange Street dated November 20, 1991 and recorded November 20, 1991 at 12:33 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.
- 7) License for the construction and support of a truck ramp from the City of Providence to the Rhode Island Convention Center Authority, dated November 18, 1991 and recorded November 20, 1991 at 12:34 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

8) Perpetual Easement Agreement, Rhode Island Convention Center Authority (Truck Access Ramp) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:23 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

9) Temporary Construction Easement Agreement, Rhode Island Convention Center Authority (Truck Access Ramp) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:24 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

10) Temporary Construction Easement Agreement, Rhode Island Convention Center Authority (Service Road) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:23 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

And any and all appurtenant rights hereto or hereafter acquired.



(Open-End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of the General Laws of Rhode Island)

FIRST AMENDMENT TO OPEN-END MORTGAGE DEED

THIS FIRST AMENDMENT TO OPEN-END MORTGAGE DEED (the "Amendment") is made on this 1st day of July, 1993 by and between the Rhode Island Convention Center Authority with its principal office at 15 LaSalle Square, Providence, Rhode Island 02903-1814 (the "Authority") and Fleet National Bank, a national banking association, duly organized and validly existing under the laws of the United States of America, as trustee under the Authority's General Revenue Bond Resolution adopted by the Authority on November 7, 1991, as amended and readopted on November 20, 1992, as further amended by the Revenue Bonds, 1993 Series A Resolution adopted July 8, 1993 (the "Resolution") with its principal corporate trust office at 111 Westminster Street, Providence, Rhode Island 02903 (the "Trustee") under the following circumstances:

W I T N E S S E T H

WHEREAS, the Authority has entered into an Open-End Mortgage Deed dated as of November 1, 1991 (the "Mortgage") by and between the Authority and the Trustee to secure the payment of principal of and interest on all Bonds issued and to be issued which are outstanding under the Resolution and payment of all Guarantee Facility Obligations, in the principal amount of \$290,000,000 (the "Bonds") with interest thereon as described in the Mortgage and the performance and observance by the Authority of certain duties and obligations as set forth therein (capitalized terms not defined herein shall have the meanings ascribed thereto in the Mortgage); and

WHEREAS, the Authority, on November 20, 1991 issued its Bonds in the principal amount of \$225,000,000 and intends to issue additional Bonds in the principal amount of up to \$98,000,000 under the Resolution; and

WHEREAS, the Authority wishes to amend the Mortgage to revise the principal amount of all obligations secured by the Mortgage and to amend the definition of "Resolution" therein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The first paragraph of page 1 of the Mortgage is hereby amended by adding the phrase ", as amended and readopted November 20, 1991, as further amended by the Revenue Bonds, 1993 Series A Resolution adopted July 14, 1993 and as may be amended or supplemented from time to time" after "November 7, 1991" therein.

Section 2. Paragraph (1) of page 3 of the Mortgage is hereby amended by deleting the reference to "Two Hundred Ninety Million Dollars (\$290,000,000)" and substituting "Three Hundred Twenty-Three Million Dollars (\$323,000,000)" therefor.

Section 3. (a) Except as expressly amended hereby, the terms of the Mortgage remain in full force and effect.

(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

(c) This Amendment may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one instrument.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Amendment to be duly executed in their respective names, all as of the date hereinbefore written.

[SEAL]

WITNESS:

*Daniel D. Bannell*

RHODE ISLAND CONVENTION  
CENTER AUTHORITY

By: *Louis A. Fazzano*  
Louis A. Fazzano  
Vice Chairman

FLEET NATIONAL BANK

By: *Paul Dall*  
Title: Vice President

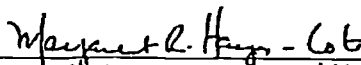
By: *Susan M. Calise*  
Title: Assistant Vice President

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Louis A. Fazzano, whose name as Vice Chairman of the Rhode Island Convention Center Authority is signed to the foregoing First Amendment to Open-End Mortgage and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said First Amendment to Open-End Mortgage he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the Rhode Island Convention Center Authority.

Given under my hand and seal of office this 27<sup>th</sup> day of July, 1993.

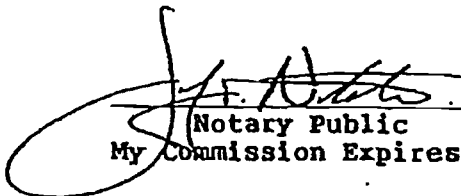
  
Notary Public MARGARET R. HAYES - Co 6  
My Commission Expires: 8/1/93

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Paul D. Allen and Susan M. Calise, whose names as Vice President and Assistant Vice Pres. of Fleet National Bank, as Trustee are signed to the foregoing First Amendment to Open-End Mortgage and who are known to me and known by me to be such officers, and they acknowledged before me on this day under oath, that, being informed of the contents of said First Amendment to Open-End Mortgage they, in their capacity as such officers and with full authority, executed the same as their free act and deed and as the free act and deed of said Fleet National Bank.

Given under my hand and seal of office this 28<sup>th</sup> day of July, 1993.

  
Notary Public  
My Commission Expires: 8/29/93

(Open-End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of the General Laws of Rhode Island)

SECOND AMENDMENT TO OPEN-END MORTGAGE DEED

THIS SECOND AMENDMENT TO OPEN-END MORTGAGE DEED (the "Amendment") is made on this 15th day of August, 1993 by and between the Rhode Island Convention Center Authority with its principal office at 15 LaSalle Square, Providence, Rhode Island 02903-1814 (the "Authority") and Fleet National Bank, a national banking association, duly organized and validly existing under the laws of the United States of America, as trustee under the Authority's General Revenue Bond Resolution adopted by the Authority on November 7, 1991, as amended and readopted on November 20, 1992 and as further amended by the Revenue Bonds, 1993 Series A Resolution adopted July 14, 1993 (the "Resolution") with its principal corporate trust office at 111 Westminster Street, Providence, Rhode Island 02903 (the "Trustee") under the following circumstances:

W I T N E S S E T H

WHEREAS, the Authority has entered into an Open-End Mortgage Deed dated as of November 1, 1991, as amended by the First Amendment to the Open-End Mortgage Deed dated as of July 1, 1993 (the "Mortgage") by and between the Authority and the Trustee to secure the payment of principal of and interest on all Bonds issued and to be issued which are outstanding under the Resolution and payment of all Guarantee Facility Obligations, in the principal amount of \$323,000,000 (the "Bonds") with interest thereon as described in the Mortgage and the performance and observance by the Authority of certain duties and obligations as set forth therein (capitalized terms not defined herein shall have the meanings ascribed thereto in the Mortgage); and

WHEREAS, the Authority, on November 20, 1991 issued its Bonds in the principal amount of \$225,000,000 and on July 28, 1993 issued additional Bonds in the principal amount of \$98,000,000 and intends to issue additional Bonds in the principal amount of \$182,395,000 under the Resolution; and

WHEREAS, the Authority wishes to amend the Mortgage to revise the principal amount of all obligations secured by the Mortgage and to provide other amendments;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Paragraph (1) of page 3 of the Mortgage is hereby amended by deleting the reference to "Three Hundred Twenty-Three Million Dollars (\$323,000,000)" and substituting "Three Hundred and Fifty Million Seven Hundred and Eighty Thousand Dollars (\$350,780,000)" therefor.

Section 2. The following section shall be added to the Mortgage:

Section 1.16. For the purpose of this Mortgage, the term "Hazardous Waste" shall mean any "oil," "hazardous material," "hazardous wastes" or "hazardous substances" as defined in the Hazardous Waste Management Act of 1978, R.I.G.L. §23-19.1-1 et seq., as amended, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended or in any other federal, state or local law governing the existence, release, generation, storage or disposal of any hazardous materials, and the regulations adopted pursuant thereto (collectively, the "Hazardous Waste Laws"), and shall include, without limitation (whether or not included in the definition contained in said statutes), asbestos and other chemicals which would be materially dangerous to the environment or to human beings.

The Authority shall immediately notify the Trustee in writing of (a) any and all enforcement, clean-up, removal or other action instituted or threatened by the EPA or any State or local government agency, authority or body having jurisdiction over Hazardous Waste or the storage or removal thereof pursuant to any Hazardous Waste Laws, and (b) any and all claims made or threatened by any third party against the Authority or the Mortgaged Property or any part thereof, relating to the existence of, or damage, loss or injury from, any Hazardous Waste; and the Trustee, to the extent permitted by applicable law, shall have the right to join and participate in, as a party if it so elects, any proceedings or actions initiated in connection with any such claim and to have all of its costs and expenses, including, without limitation, reasonable attorneys' fees, in connection therewith paid by the Authority; and

In the event that any Hazardous Waste is found on or in the Mortgaged Property, the Authority shall manage the same in compliance with all Hazardous Waste Laws.

In the event the Trustee is entitled or required to commence an action to foreclose upon this Mortgage or otherwise exercise its remedies to acquire control or

possession of the Mortgaged Property, the Trustee shall not be required to commence any such action or exercise any such remedy if the Trustee has determined in good faith that the Trustee may incur liability under Hazardous Waste Laws as the result of the presence at, or release on or from, the Mortgaged Property of any Hazardous Materials unless the Trustee has received security or indemnity from the Bondholders in an amount and in a form all satisfactory to the Trustee in its sole discretion, protecting the Trustee from all such liability.

Section 3. (a) Except as expressly amended hereby, the terms of the Mortgage remain in full force and effect.

(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

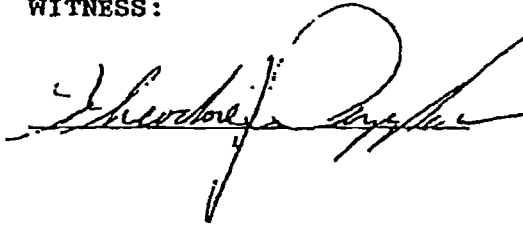
(c) This Amendment may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one instrument.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Amendment to be duly executed in their respective names, all as of the date hereinbefore written.

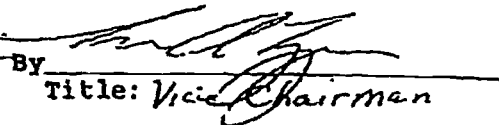
[SEAL]

RHODE ISLAND CONVENTION  
CENTER AUTHORITY

WITNESS:



By

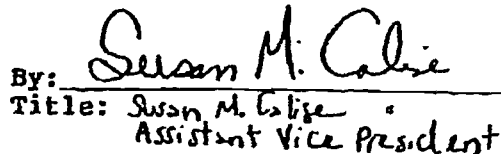
  
Title: Vice Chairman

FLEET NATIONAL BANK

By

  
Title: Vice President

By

  
Title: Susan M. Calise  
Assistant Vice President

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared *Louis A. Fazzina* whose name as *Vice Chairman* of the Rhode Island Convention Center Authority is signed to the foregoing Second Amendment to Open-End Mortgage and who is known to me and known by me to be such officer, and ~~he~~ acknowledged before me on this day under oath, that, being informed of the contents of said Second Amendment to Open-End Mortgage he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the Rhode Island Convention Center Authority.

Given under my hand and seal of office this *2nd* day of September, 1993.

*Esther S. Cummings*  
Notary Public  
My Commission Expires: *6/25/95*

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared *Paul D. Allen* and *Susan M. Calise*, whose names as *Vice President* and *Asst. Vice President* of Fleet National Bank, as Trustee are signed to the foregoing Second Amendment to Open-End Mortgage and who are known to me and known by me to be such officers, and they acknowledged before me on this day under oath, that, being informed of the contents of said Second Amendment to Open-End Mortgage they, in their capacity as such officers and with full authority, executed the same as their free act and deed and as the free act and deed of said Fleet National Bank.

Given under my hand and seal of office this *7<sup>th</sup>* day of September, 1993.

*Dorcas Raymond*  
Notary Public  
My Commission Expires: *7/2/95*

(Open-End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of the General Laws of Rhode Island)

THIRD AMENDMENT TO OPEN-END MORTGAGE DEED

THIS THIRD AMENDMENT TO OPEN-END MORTGAGE DEED (the "Amendment") is made as of this 1st day of December, 1993 by and between the Rhode Island Convention Center Authority with its principal office at 15 LaSalle Square, Providence, Rhode Island 02903-1814 (the "Authority") and Fleet National Bank, a national banking association, duly organized and validly existing under the laws of the United States of America, as trustee under the Authority's General Revenue Bond Resolution adopted by the Authority on November 7, 1991, as amended and readopted on November 20, 1992 and as further amended by the Revenue Bonds, 1993 Series A Resolution adopted July 14, 1993 (the "Resolution") with its principal corporate trust office at 111 Westminster Street, Providence, Rhode Island 02903 (the "Trustee") under the following circumstances:

W I T N E S S E T H

WHEREAS, the Authority has entered into an Open-End Mortgage Deed dated as of November 1, 1991, as amended by the First Amendment to Open-End Mortgage Deed dated as of July 1, 1993 and the Second Amendment to Open-End Mortgage Deed dated as of August 15, 1993 (the "Mortgage") by and between the Authority and the Trustee to secure the payment of principal of and interest on all Bonds issued and to be issued which are outstanding under the Resolution and payment of all Guarantee Facility Obligations, in the principal amount of \$350,780,000 (the "Bonds") with interest thereon as described in the Mortgage and the performance and observance by the Authority of certain duties and obligations as set forth therein (capitalized terms not defined herein shall have the meanings ascribed thereto in the Mortgage); and

WHEREAS, the Authority issued its Bonds in the principal amounts of \$225,000,000, \$98,000,000 and \$182,395,000 on November 20, 1991, July 28, 1993 and September 8, 1993, respectively, and intends to issue additional Bonds in the principal amount of \$56,755,000 under the Resolution; and

WHEREAS, the Authority wishes to amend the Mortgage to revise the principal amount of all obligations secured by the Mortgage;



NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Paragraph (1) of page 3 of the Mortgage is hereby amended by deleting the reference to "Three Hundred and Fifty Million Seven Hundred and Eighty Thousand Dollars (\$350,780,000)" and substituting "Three Hundred and Fifty-Nine Million Four Hundred and Forty Thousand Dollars (\$359,440,000)" therefor.

Section 2. (a) Except as expressly amended hereby, the terms of the Mortgage remain in full force and effect.

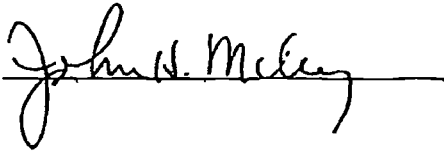
(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

(c) This Amendment may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one instrument.

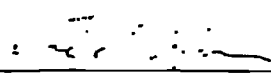
IN WITNESS WHEREOF, the Authority and the Trustee have caused this Amendment to be duly executed in their respective names, all as of the date hereinbefore written.

[SEAL]

WITNESS:

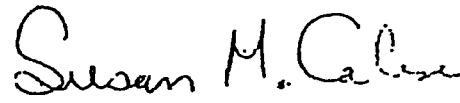


RHODE ISLAND CONVENTION  
CENTER AUTHORITY

By:   
Louis A. Fazzano  
Vice Chairman

FLEET NATIONAL BANK

By:   
Paul D. Allen  
Vice President

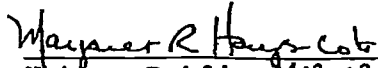
By:   
Susan M. Calise  
Assistant Vice President

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Louis A. Fazzano, whose name as Vice Chairman of the Rhode Island Convention Center Authority is signed to the foregoing Third Amendment to Open-End Mortgage and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Third Amendment to Open-End Mortgage he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the Rhode Island Convention Center Authority.

Given under my hand and seal of office this 28th day of December, 1993.

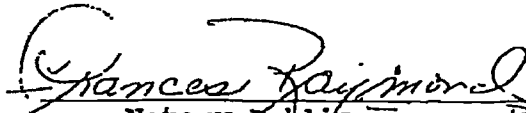
  
Notary Public MARGARET R. HAYES-COB  
My Commission Expires: 8/1/95

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Paul D. Allen and Susan M. Calise, whose names as Vice President and Assistant Vice President of Fleet National Bank, as Trustee are signed to the foregoing Third Amendment to Open-End Mortgage and who are known to me and known by me to be such officers, and they acknowledged before me on this day under oath, that, being informed of the contents of said Third Amendment to Open-End Mortgage they, in their capacity as such officers and with full authority, executed the same as their free act and deed and as the free act and deed of said Fleet National Bank.

Given under my hand and seal of office this 27<sup>th</sup> day of December, 1993.

  
Notary Public Frances Raymond  
My Commission Expires: 7/2/95

ASSIGNMENT OF OPEN-END MORTGAGE DEED

THIS ASSIGNMENT made as of this 30<sup>th</sup> day of June, 2003 by Fleet National Bank, a national banking association organized and existing under the laws of the United States of America, with its principal corporate trust office at 111 Westminster Street, Providence, Rhode Island 02903, as trustee under the General Revenue Bond Resolution adopted on November 7, 1991 by the Rhode Island Convention Center Authority, a public corporation, instrumentality and agency of the State of Rhode Island and Providence Plantations (the "Grantor") and as present holder of the existing Open-End Mortgage to Secure Present and Future Loans herein described (the "Assignor" or "Trustee"), to U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, with its principal corporate trust office at One Federal Street, Boston, Massachusetts 02110, successor trustee to Fleet National Bank (herein the "Assignee" or "Successor Trustee") on the terms and conditions set forth below.

W I T N E S S E T H:

WHEREAS, the Grantor did on the 1st day of November, 1991, grant, execute and deliver an Open-End Mortgage to Secure Present and Future Loans to the Assignor, which Mortgage is recorded at and with the Land Evidence Records of the County of Providence, Rhode Island, in Book 2478 at Page 277 as amended and supplemented by a First Amendment hereto dated as of July 1, 1993 and recorded at and with the Land Evidence Records of the County of Providence, Rhode Island, in Book 2789 at Page 65, by a Second Amendment thereto dated as of August 15, 1993 and recorded at and with the Land Evidence Records of the County of Providence, Rhode Island, in Book 2811 at Page 248, and by a Third Amendment thereto dated as of December 1, 1993 and recorded at and with the Land Evidence Records of the County of Providence, Rhode Island, in Book 2879 at Page 276 (herein referred to as the "Mortgage") covering certain real property in Providence, Rhode Island, as is more particularly described on Exhibit "A" attached hereto (herein referred to as the "Property"); and

WHEREAS, Assignor now desires to assign the Mortgage to Assignee; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title and interest of the Assignor under the Mortgage, with the result that the Assignee shall assume all right, title, interest, powers and duties of the Assignor under the Mortgage, together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

This Assignment is made without recourse, representation or warranty.

PROVIDENCE, RI  
RECEIVED FOR RECORD  
2003 JUL -1 A 10:54  
JAMES A. TOWNSEND  
ACTING RECORDER OF DEEDS

2. Binding Effect. This agreement shall be construed and enforced as an instrument under seal in accordance with the laws of the State of Rhode Island and shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

U.S. BANK NATIONAL ASSOCIATION, as  
Attorney-in-Fact for FLEET NATIONAL BANK, as  
Assignor and Trustee

By: Susan H. Calise  
Name: SUSAN H. CALISE  
Title: Vice President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence on this 27 day of June, 2003, before me personally appeared SUSAN CALISE, in her capacity as Vice President for U.S. BANK NATIONAL ASSOCIATION, Attorney-in-Fact for FLEET NATIONAL BANK, as Assignor and Prior Trustee under the Grantor's General Revenue Bond Resolution adopted by the Authority on November 7, 1991, to me known and known by me to be the party executing the foregoing instrument on behalf of said Assignor and Prior Trustee, and acknowledged said instrument and the execution thereof, to be her free act and deed in said capacity.

Neal R. Pandozzi  
Notary Public  
Printed Name: NEAL R. PANDOZZI  
My Commission Expires: 10/29/04

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The land referred to in this Policy is located at West Exchange Street, in the City of Providence, County of Providence, State of Rhode Island and as more particularly described below:

PARCEL 1:

That certain parcel of land with all buildings and improvements located on the northwesterly side of Sabin Street and the southwesterly side of West Exchange Street in the City of Providence, County of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point in the northwesterly city street line of Sabin Street, said point being the southeasterly corner of land now or formerly of the City of Providence (The Civic Center), said point being the southwesterly corner of the herein described parcel;

Thence northwesterly bounded southwesterly by said City of Providence land two hundred twenty and six hundredths (220.06) feet to a point;

Thence northwesterly, at an interior angle of 215 degrees 35 minutes and 35 seconds, bounded southwesterly by said City of Providence land forty eight and ninety eight hundredths (48.98) feet to a point;

Thence northwesterly at an interior angle of 143 degrees 58 minutes 38 seconds, bounded southwesterly by said City of Providence land one hundred thirty two and five hundredths (132.05) feet to a point;

Thence northeasterly at an interior angle of 90 degrees 44 minutes 15 seconds, bounded northwesterly by said City of Providence land sixteen and one hundredth (16.01) feet to a point;

Thence northeasterly, at an interior angle of 209 degrees 38 minutes 56 seconds, bounded northwesterly by said City of Providence land twenty three and thirty eight hundredths (23.38) feet to a point;

Thence northeasterly, at an interior angle of 209 degrees 38 minutes 07 seconds, bounded northwesterly by said City of Providence land and other land now or formerly of the City of Providence (abandoned West Exchange Street) one hundred sixty four and eighty five hundredths (164.85) feet to a point in the southwesterly city street line of West Exchange Street;

Thence southeasterly, at an interior of 90 degrees 00 minutes 42 seconds, in said southwesterly city street line of West Exchange Street five hundred sixteen and fifty hundredths (516.50) feet to a point;

Thence southwesterly, at an interior angle of 90 degrees 00 minutes 00 seconds, in the northwesterly city street line of West Exchange Street four and zero hundredths (4.00) feet to a point;

Thence southeasterly, at an interior angle of 270 degrees 00 minutes 00 seconds, in the southwesterly city street line of West Exchange Street one hundred fifteen and eighty one hundredths (115.81) feet to a point;

Thence southwesterly, southerly and southwesterly along the arc of a curve connecting said southwesterly city street line of West Exchange Street and the northwesterly city street line of Sabin Street to a point, said curve having a radius of thirty nine and thirty hundredths (39.30) feet, a central angle of 67 degrees 09 minutes 42 seconds and an arc length of forty six and seven hundredths (46.07) feet, said point being at an interior angle of 117 degrees 01 minutes 46 seconds as measured from the last described line to the chord of the herein described curve, said chord having a length of forty three and forty seven hundredths (43.47) feet;

Thence southwesterly, at an interior angle of 111 degrees 06 minutes 24 seconds as measured from the chord of the last described curve, in said southeasterly city street line of Sabin Street two hundred sixty four and three hundredths (264.03) feet to a point;

Thence northwesterly, at an interior angle of 84 degrees 12 minutes 16 seconds, in the northeasterly city street line of Sabin Street three and eighty hundredths (3.80) feet to a point;

Thence southwesterly, at an interior angle of 275 degrees 48 minutes 40 seconds, in the southeasterly city street line of Sabin Street two hundred one and zero hundredths (271.00) feet to the point of beginning.

The last described line forming an interior angle of 90 degrees 14 minutes 41 seconds with the first described line.

PARCEL II:

That certain parcel of land with all buildings and improvements located on the northwesterly side of West Exchange Street, the southwesterly side of Memorial Boulevard and the westerly side of Francis Street in the City of Providence, County of Providence, State of Rhode Island bounded and described as follows:

Beginning at the intersection of the southerly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended and the westerly city street line of Francis Street, said point being the northeasterly corner of the herein described parcel;

Thence southerly in said westerly city street line of Francis Street two hundred five and thirty three hundredths (205.33) feet to a point;

Thence southwesterly along the arc of a curve to the right having a radius of twenty one and fifty hundredths (21.50) feet an arc length of eighteen and eighty one hundredths (18.81) feet, said point being at an interior angle of 115°-03'-44" as measured from the last described line to the chord of the herein described curve, said chord being eighteen and twenty two hundredths (18.22) feet in length;

Thence westerly in the northerly city street line of West Exchange Street seventy two and ninety three hundredths (72.93) feet to a point;

Thence northwesterly, at an interior angle of 157°-08'-35" in the northeasterly city street line of West Exchange Street eight hundred twenty nine and eight hundredths (829.08) feet to a point;

Thence northwesterly along the arc of a curve to the right having a radius of five hundred forty three and eighty one hundredths (543.81) feet in the northeasterly state highway line of West Exchange Street as delineated on Rhode Island Highway Plat No. 1989 amended an arc length of fifteen and seventeen hundredths (15.17) feet to a point, the chord of the herein described curve being fifteen and seventeen hundredths (15.17) feet in length;

Thence northwesterly along the arc of a curve to the right having a radius of nine hundred forty five and zero hundredths (945.00) feet in the southeasterly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended an arc length of two hundred eleven and two hundredths (211.02) feet to a Rhode Island Highway Bound, said Rhode Island Highway bound being at an interior angle of 42°-12'-45" as measured from the chord of the last described curve to the chord of the herein described curve, said chord of the herein described curve being two hundred ten and fifty eight hundredths (210.58) feet in length;

Thence westerly along the arc of curve to the right having a radius of four hundred forty five and zero hundredths (445.00) feet in the southerly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended an arc length of one hundred thirty eight and thirty three hundredths (138.33) feet to a Rhode Island Highway bound, said Rhode Island Highway bound being at an interior angle of 164°-46'-22" as measured from the chord of the last described curve to the chord of the herein described curve, said chord of the herein described curve being one hundred thirty seven and seventy seven hundredths (137.77) feet in length;

Thence southeasterly at an interior angle of  $133^{\circ}-33'-44''$  as measured from the chord of the last described curve, in the southwesterly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat 1989 amended two hundred thirty nine and eighty four hundredths (239.84) feet to a Rhode Island Highway bound;

Thence southeasterly at an interior angle of  $181^{\circ}-16'-56''$  in said southwesterly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended one hundred seventy five and fifty four hundredths (175.54) feet to a Rhode Island Highway bound;

Thence easterly along the arc of a curve to the left having a radius of one thousand two hundred eighty three and zero hundredths (1283.00) feet and an arc length of one hundred forty nine and eighty one hundredths (149.81) feet in the southerly freeway line of Memorial Boulevard as delineated on Rhode Island Highway Plat No. 1989 amended to the point of beginning, said point of beginning being at an interior angle of  $189^{\circ}-49'-44''$  as measured from the last described line and the chord of the herein described curve, said chord of the herein described curve being one hundred forty nine and seventy three hundredths (149.73) feet in length.

The chord of the last described curve and the first described line forming an interior angle of  $101^{\circ}-57'-42''$ .

Together with all rights pursuant to the following appurtenant easements:

1) The Perpetual Easement Agreement, Rhode Island Convention Center Authority (Service Road) Providence, Rhode Island, between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:26 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

2) The Perpetual Easement Agreement, Rhode Island Convention Center Authority (Subsurface Utility Corridor Service Road) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 20, 1991 and recorded November 20, 1991 at 12:22 PM in the Office of the Recorder of Deeds, City of Providence, State of Rhode Island.

3) Easement Deed from the City of Providence to the Rhode Island Convention Center Authority f/k/a The Convention Center Authority dated November 20, 1991 and recorded November 20, 1991 at 12:31 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

4) All rights and obligations pursuant to the Agreement between the Rhode Island Convention Center Authority f/k/a the Convention Center Authority, and the City of Providence, dated November 18, 1991 and recorded November 20, 1991 at 12:30 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

5) License Agreement from the City of Providence to the Rhode Island Convention Center Authority over property located on the northerly side of West Exchange Street dated November 20, 1991 and recorded November 20, 1991 at 12:32 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

6) License Agreement from the City of Providence to the Rhode Island Convention Center Authority over property located on the southerly side of West Exchange Street dated November 20, 1991 and recorded November 20, 1991 at 12:33 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

7) License for the construction and support of a truck ramp from the City of Providence to the Rhode Island Convention Center Authority, dated November 18, 1991 and recorded November 20, 1991 at 12:34 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

8) Perpetual Easement Agreement, Rhode Island Convention Center Authority (Truck Access Ramp) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:25 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

9) Temporary Construction Easement Agreement, Rhode Island Convention Center Authority (Truck Access Ramp) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:24 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

10) Temporary Construction Easement Agreement, Rhode Island Convention Center Authority (Service Road) Providence, Rhode Island between said Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded November 20, 1991 at 12:23 PM in the Office of the Recorder of Deeds of the City of Providence, State of Rhode Island.

And any and all appurtenant rights hereto or hereafter acquired.

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(1) Subject to the limitations set forth below, execute and deliver any and all instruments of transfer and assignment as State Street deems to be necessary to assign, or evidence the assignment of any Corporate Trust Accounts to State Street, including, without limitation, instruments of resignation and/or appointment, assignments of security interests or ownership interests in real or personal property (including the assignment of same of record in the office of any federal agency or state, county or city responsible for the recording of security interests or ownership interests in real or personal property) whether evidenced by mortgages, security agreements, collateral assignments or leases, and forms of UCC financing statements and assignments thereof; and

(2) Subject to the limitations set forth below, execute and deliver any and all instruments as State Street deems to be necessary in the servicing and management of the Corporate Trust Accounts, including, without limitation, releases, discharges or assignments of security interests or ownership interests in real or personal property (including the release, discharge or assignment of same of record in the office of any federal agency or state, county or city responsible for the recording of security interests or ownership interests in real or personal property) whether evidenced by mortgages, security agreements, collateral assignments or leases, and forms of UCC financing statements and continuations thereof.

The authority granted by paragraph (1) above shall not extend to any action in connection with a Corporate Trust Account before all third party consents or other actions necessary for the valid assignment of such Account have been obtained or taken, as the case may be, other than any action taken by the Attorneys in Fact for the purpose of obtaining or causing any such third party consent or action. The authority granted by paragraph (2) above shall not extend to any Non-delegable Duties, as such term is defined in the following agreements: (a) the Servicing Agreement dated May 17, 1995 between BayBank and State Street; (b) the Servicing Agreement dated October 2, 1995 between BKB and State Street; and (c) the Servicing Agreement dated June 30, 1997 between FNB, certain of its affiliates and State Street. Notwithstanding the foregoing authorizations, solely for purposes of the indemnification provisions of the Servicing Agreements, described above, and the Agreements, in taking any action authorized hereby, including without limitation executing any instrument or other document, the Attorneys in Fact shall be deemed to be acting by and on behalf of State Street.

Notwithstanding any of the foregoing, all third parties may rely completely, unconditionally and conclusively on the authority of the Attorneys in Fact and need not inquire as to whether their authority has been validly exercised.

This Power of Attorney shall be effective immediately and shall continue until terminated in writing by any officer of FNB who states that he or she is authorized to do so by the Board of Directors of FNB and received by State Street, which termination shall be effective only for matters occurring after receipt of such notice terminating this Power of Attorney.

**SCHEDULE A**

<u>Name</u>	<u>Title</u>
Adams, E. Decker	Vice President
Allen, Paul D.	Vice President
Brannagan, John	Assistant Secretary
Butzier, Robert C.	Vice President
Calder, Bryan	Senior Vice President
Calise, Susan	Vice President
Cimalore, Steven	Vice President
Cody, Sandy L.	Vice President
Connor, Jacqueline	Assistant Vice President
Crimmins, Philip M.	Senior Vice President
D'Angelico, Michael J.	Vice President
DuMont, Melissa	Assistant Secretary
Dunn, Robert J.	Vice President
Ellovecky, Rinette	Vice President
Fisher, Dennis	Assistant Vice President
Forgetta, Mark	Vice President
Fournier, Carol	Vice President
Freedman, Susan K.	Vice President
Hammer, Elizabeth	Vice President
Hopkins, Michael	Vice President
Johnson, Debra	Assistant Secretary
Kane, Philip	Vice President
Keller, Susan	Vice President
Larimore, Kathy	Assistant Vice President
Melody-Casasanta, Laurel	Assistant Vice President
Merker, Susan	Assistant Vice President
Mogavero, James E.	Vice President
Olson, Jill	Vice President
Peluso, Romano	Vice President
Reynolds, Robert	Vice President
Smith, Donald E.	Vice President
Smith, Ruth	Vice President
Taylor, Donnee	Assistant Secretary
Thebado, Patrick E.	Assistant Vice President
Turlo, Andrea	Vice President

(Open-End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of  
the General Laws of Rhode Island)

FOURTH AMENDMENT TO OPEN-END MORTGAGE DEED

THIS FOURTH AMENDMENT TO OPEN-END MORTGAGE DEED (the "Amendment") is made as of this 17<sup>th</sup> day of April, 2005, by and between the Rhode Island Convention Center Authority with its principal office at Third Floor—Dome Building, One West Exchange Street, Providence, Rhode Island 02903 (the "Authority") and U.S. Bank National Association, a national banking association, duly organized and validly existing under the laws of the United States of America, as trustee and successor to Fleet National Bank under the Authority's General Revenue Bond Resolution adopted by the Authority on November 7, 1991, as amended and readopted on November 20, 1992 and as further amended by the Revenue Bonds, 1993 Series A Resolution adopted July 14, 1993 (the "Resolution") with its principal corporate trust office at One Federal Street, Third Floor, Boston, MA 02110, Attention: Corporate Trust Department, (the "Trustee") under the following circumstances:

WITNESSETH:

WHEREAS, the Authority has entered into an Open-End Mortgage Deed dated as of November 1, 1991, as amended by the First Amendment to Open-End Mortgage Deed dated as of July 1, 1993, the Second Amendment to Open-End Mortgage Deed dated as of August 15, 1993, and the Third Amendment to Open-End Mortgage Deed dated as of December 1, 1993 (the "Mortgage") by and between the Authority and the Trustee to secure the payment of principal of and interest on all Bonds issued and to be issued which are outstanding under the Resolution and payment of all Guarantee Facility Obligations, in the principal amount of \$359,440,000 (the "Bonds") with interest thereon as described in the Mortgage and the performance and observance by the Authority of certain duties and obligations as set forth therein (capitalized terms not defined herein shall have the meanings ascribed thereto in the Mortgage); and

WHEREAS, the Authority intends to sell a portion of the Mortgage Property and pursuant to Section 4.1 of the Mortgage the Trustee shall release such property from the Mortgage; and

WHEREAS, the parties wish to amend the Mortgage to revise the description of the Mortgaged Property in order to effectuate such sale and release;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The description of Parcel II in Exhibit A to the Mortgage is amended to delete therefrom the real estate set forth in Schedule 1 hereto.

Section 2. At the end of Exhibit A to the Mortgage the following is inserted

and made upon the statutory condition and with the statutory power of sale:

"Together with the benefits to the Rhode Island Convention Center Authority contained in that certain Reciprocal Easement Agreement by and between the Rhode Island Convention Center Authority and PRI XVIII, L.P. dated April 26, 2005, and to be recorded simultaneously herewith."

Section 3. The address of the Trustee to accept notices set forth in Section 4.6 is changed to U.S. Bank National Association, One Federal Street, Third Floor, Boston, MA 02110, Attention: Corporate Trust Department.

Section 4. (a) Except as expressly amended hereby, the terms of the Mortgage remain in full force and effect.


(b) This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

(c) This Amendment may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one instrument.

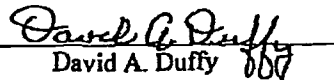
IN WITNESS WHEREOF, the Authority and the Trustee have caused this Amendment to be duly executed in their respective names, all as of the date hereinbefore written.

[SEAL]


WITNESS:

  
THEODORE PRZYBYLA

RHODE ISLAND CONVENTION  
CENTER AUTHORITY

By:   
David A. Duffy  
Chairman

U. S. NATIONAL BANK  
ASSOCIATION, as Trustee

By:   
Its Vice President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared David A. Duffy, whose name as Chairman of the Rhode Island Convention Center Authority is signed to the foregoing Fourth Amendment to Open-End

Mortgage and who is known to me and known by me to be such officer, and acknowledged before me on this day under oath, that, being informed of the contents of said Fourth Amendment to Open-End Mortgage, he, in his capacity as such officer and with full authority, executed the same as his free act and deed and as the free act and deed of the Rhode Island Convention Center Authority.

Given under my hand and seal of office this 27th day of April, 2005.

Eileen M. Smith  
Notary Public EILEEN M. SMITH  
My Commission Expires:  
10/9/2006

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

I, the undersigned, a Notary Public in and for the State and County, do hereby certify that before me personally appeared Susan M. Calise, whose name as Vice President of U.S. Bank National Association, as Trustee is signed to the foregoing Fourth Amendment to Open-end Mortgage and who is known to me and known by me to be such officer, and she acknowledged before me on this day under oath, that, being informed of the contents of said Fourth Amendment to Open-End Mortgage they, in her capacity as such officer and with full authority, executed the same as her free act and deed and as the free act and deed of said U.S. Bank National Association.

Given under my hand and seal of office this 22 day of April, 2005.

Elaine H. Dam  
Notary Public  
My Commission Expires:

Elaine H. Dam  
Notary Public  
My Commission Expires January 31, 2008

## SCHEDULE 1

### Parcel One

That certain parcel of land in Providence, Rhode Island on the northerly side of West Exchange Street, Shown as New Lot 133 on the plan entitled "SUBDIVISION PLAN OF LAND IN PROVIDENCE, RHODE ISLAND ASSESSOR'S PLAT 19 LOTS 132 & 133" PREPARED FOR: RHODE ISLAND CONVENTION CENTER AUTHORITY ONE WEST EXCHANGE STREET PROVIDENCE, R.I. 02903 401-351-4295; PREPARED BY: Vanasse Hangen Brustlin, Inc. Transportation, Land Development, Environmental Services 530 Broadway Providence. R.I. 02909 401/272-8100; DATE: MARCH 23, 2005; SCALE: 1 INCH = 50 FT.; SHEET 1 OF 1", recorded prior hereto; beginning at the southwesterly corner of the herein described parcel.

Thence: bounded westerly by New Lot 132 on above mentioned subdivision plan; N01°59'59"W one hundred ninety nine and 51/100 (199.51') feet to a point.

Thence: in the southerly line of The Civic Center Interchange as shown on Rhode Island Highway Plat No.1989B, N88°12'54"E five and 80/100 (5.80') feet to a point.

Thence: in the southerly line of The Civic Center Interchange as shown on said Rhode Island Highway Plat No.1989B, N86°55'58"E one hundred seventy five and 54/100 (175.54') feet to a point of non tangent curvature.

Thence: in the southerly line of The Civic Center Interchange as shown on said Rhode Island Highway Plat No.1989B, on a non tangent curve to the left having a radius of 1,283.00' and an arc length of eighty two and 03/100 (82.03') feet to a point. Said curve has a chord of 82.02' bearing N78°37'03"E.

Thence: in the southerly line of The Civic Center Interchange, as shown on Rhode Island Highway Plat No. 2526, N88°00'31"E five and 83/100 (5.83') feet to a point.

Thence: bounded easterly by land now or formerly of Rhode Island Convention Center Authority, S02°00'03"E one hundred thirty eight and 42/100 (138.42') feet to a point.

Thence: bounded easterly by land now or formerly of Rhode Island Convention Center land, S17°49'41"E eighty and 77/100 (80.77') feet to a point in the northerly line of West Exchange Street.

Thence: in the northerly line of West Exchange Street, S87°59'57"W two hundred ninety and 10/100 (290.10') feet to the point of beginning.

Containing: 55,485 square feet or 1.27377 acres more or less.

### Parcel Two

That certain parcel of land in Providence, Rhode Island on the westerly side of Francis Street and the Northerly side of West Exchange Street being shown as "OFFICE TOWER PARCEL FUTURE" on that plan entitled "Rhode Island Convention Center Complex, Providence, Rhode Island; Issued for Client Review; North Parcel Subdivision of Land; Drawing No. C-2; Sheet 2 of 7; Scale 1"= 40"; Dated July 14, 1993; Rev. A No Revision 12/20/93" recorded in Plan Book 53 Page 42 in the Land Evidence Records of the City Of Providence, Rhode Island. Said Parcel having been modified by a taking for Highway purposes, as shown on Rhode Island Highway Plat No.2526 as Parcel 4-A. Beginning at the southerly corner of the herein described premises.

Thence: bounded westerly by land now or formerly of Rhode Island Convention Center Authority, N17°49'41"W eighty and 77/100 (80.77') feet to a point.

Thence: bounded westerly by said Rhode Island Convention Center Authority land, N02°00'03"W one hundred thirty eight and 42 /100 (138.42') feet to a point in the southerly line of The Civic Center Interchange.

Thence: in the southerly line of The Civic Center Interchange, as shown on Rhode Island Highway Plat No. 2526, N87°59'44"E sixty six and 58/100 (66.58') feet to a point in the westerly street line of Francis Street.

Thence: in the westerly line of Francis Street, S24°51'28"E one hundred eight nine and 13/100 (189.13') feet to a point of non tangent curvature.

Thence: in the westerly line of Francis Street, returning into the northerly line of West Exchange Street on a curve to the right, having a radius of 21.50' and an arc length of eighteen and 81/100 (18.81') feet to a point of tangency. Said curve has a chord length of 18.21' bearing S40°04'47"W.

Thence: in the northerly line of West Exchange Street, S65°08'32"W seventy two and 93/100 (72.93') feet to a point.

Thence: in the northerly line of West Exchange Street, S87°59'57"W thirty eight and 60/100 (38.60') feet to the point of beginning.

Containing 21,654 square feet or 0.49710 acres more or less.

Together with all buildings and improvements on the above described parcels, specifically excluding however, and not part of the above described parcels, the Authority's reservation of the Authority's Convention Center Connector Bridge, including, but not limited to, the Bridge's structural frame, its covering, supports, columns, architectural components, and interface components, all of which encroach upon the above described Parcel One, all of such to be considered part of the Authority's remaining real estate.



Together with the benefits to PRI XVIII, L.P., its successors and assigns, contained in that certain Reciprocal Easement Agreement by and between the Rhode Island Convention Center Authority and PRI XVIII, L.P. dated April 26, 2005, and to be recorded simultaneously herewith.

Together with the benefits appurtenant to the above described parcels in the following:

1) Perpetual Easement Agreement, Rhode Island Convention Center Authority (Service Road) Providence, Rhode Island between the Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 18, 1991 and recorded at Book 2478, Page 185.

2) Authority (Subsurface Utility Corridor Service Road) Providence, Rhode Island between the Rhode Island Convention Center Authority and the State of Rhode Island and Providence Plantations, acting by and through the Rhode Island Department of Transportation, dated November 20, 1991 and recorded at Book 2478, Page 152.

3) License Agreement from the City of Providence to the Rhode Island Convention Center Authority over property located on the northerly side of West Exchange Street dated November 20, 1991 and recorded at Book 2478, Page 231.

2005 APR 27 PM 4:35  
RECORDERS OFFICE  
PROVIDENCE, RHODE ISLAND

TRUE COPY  
RECORDED DEEDS  
PROVIDENCE, R.I.

044840

RECEIVED FOR RECORD

ATTEST

*Barbara C. Thoney*  
Recorder of Deeds

ASSIGNMENT OF OPEN-END MORTGAGE DEED

THIS ASSIGNMENT made as of this <sup>31<sup>st</sup></sup> day of January, 2007 by U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, with its corporate trust offices at One Federal Street, Third Floor, Boston, Massachusetts 02110, as trustee under the General Revenue Bond Resolution adopted on November 7, 1991, as amended and readopted on November 20, 1991, and as further amended by the Rhode Island Convention Center Authority, a public corporation, instrumentality and agency of the State of Rhode Island and Providence Plantations (the "Grantor") and as present holder of the existing Open-End Mortgage Deed herein described (the "Assignor" or "Trustee"), to The Bank of New York Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, with its corporate trust offices at 222 Berkley Street, 2<sup>nd</sup> Floor, Boston, Massachusetts 02216, successor trustee to U.S. Bank National Association (herein the "Assignee" or "Successor Trustee") on the terms and conditions set forth below.

WITNESSETH

WHEREAS, the Grantor did on the 19<sup>th</sup> day of November, 1991, grant, execute and deliver an Open-End Mortgage Deed to Fleet National Bank, predecessor to the Assignor as Trustee, which Mortgage is recorded at and with the Land Evidence Records of the City of Providence, Rhode Island, in Book 2478 at Page 277, as amended and supplemented by a First Amendment thereto dated as of July 1, 1993 and recorded at and with the Land Evidence Records of the City of Providence in Book 2789 at Page 65, by a Second Amendment thereto dated as of August 15, 1993 and recorded at and with the Land Evidence Records of the City of Providence in Book 2812 at Page 248, and a Third Amendment thereto dated as of December 1, 1993 and recorded at and with the Land Evidence Records of the City of Providence, Rhode Island, in Book 2879 at Page 276, as assigned from Fleet National Bank, to the Assignor as Successor Trustee in Assignment of Open-End Mortgage Deed dated as of June 30, 2003 and recorded at and with the Land Evidence Records of the City of Providence, Rhode Island in Book 5876 at Page 156, and by a Fourth Amendment thereto dated as of the April 27, 2005 and recorded at and with the Land Evidence Records of the City of Providence in Book 7243 at Page 193 (herein referred to as the "Mortgage") covering certain real property in Providence, Rhode Island, as is more particularly described in the Mortgage; and

WHEREAS, Assignor now desires to assign the Mortgage to Assignee; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title and interest of the Assignor under the Mortgage, with the result that the Assignee shall assume all right, title, interest, powers and duties of the Assignor under the Mortgage, together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

This Assignment is made without recourse, representation or warranty.

2. Binding Effect. This Assignment shall be construed and enforced as an instrument under seal in accordance with the laws of the State of Rhode Island and shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

U.S. BANK NATIONAL ASSOCIATION,  
as Assignor and Trustee

By: [Signature]  
Name: Andrew M. Sinasky  
Title: Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

In Boston on this 26<sup>th</sup> day of January, 2007, before me personally appeared Andrew Sinasky in his capacity as AVP for U.S. BANK NATIONAL ASSOCIATION, as Assignor and Trustee under the Grantor's General Revenue Bond Resolution adopted by the Grantor on November 7, 1991, as amended and readopted on November 20, 1991, as further amended, to me known and known by me to be the party executing the foregoing instrument on behalf of said Assignor and Trustee, and acknowledged said instrument and the execution thereof, to be his free act and deed and in said capacity.

[Signature]  
Notary Public  
Printed Name: John Trip  
My Commission Expires: 2/1/08

895056\_2

RECEIVED:

Providence  
Received for Record  
Jan 31, 2007 at 02:32:14P  
Document Num: 00171040  
Barbara Troncy  
Recorder of Deeds