



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment Number: CPP7242012(2)

1. Effective Date: January 8, 2013 at 8:00 a.m.

2. Proposed policy or policies to be issued:

(a) ALTA Owner's Policy (10-17-92) or Owner's Residential Advantage Policy (1-15-98)

PROPOSED AMOUNT: \$TBD

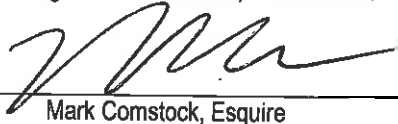
PROPOSED INSURED: TBD

3. Title to the **Fee Simple** estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

**Town of Coventry by virtue of Collector's Deed recorded in Coventry in Book 1897 at Page 770, subject to right of redemption in favor of Commerce Park Properties, LLC.**

4. The land referred to in this Commitment is situated in the **Town of Coventry**, the County of **Kent**, **State of Rhode Island** and is identified in accordance with Exhibit A attached hereto known and numbered as:

Countersigned in Providence, Rhode Island

  
\_\_\_\_\_  
Mark Comstock, Esquire

COMMITMENT FOR TITLE INSURANCE

EXHIBIT A

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That certain parcel of land with all of the buildings and improvements thereon situated westerly of Arnold Road in the Town of Coventry, County of Kent, State of Rhode Island and being bounded and described as follows:

Beginning at a point in the westerly line of Arnold Road at the southeasterly corner of the herein described parcel, said point being 75.34 feet left of baseline station 33+57.85 as shown on State Highway Plat 1686B (SHP1686B), said point also being the northeasterly corner of land, now or formerly, of Commerce Park Associates 4, LLC;

Thence running westerly, bounded southerly by said Commerce Park Associates 4, LLC land, for a distance of one thousand five hundred ninety-eight and 01/100 feet (1,598.01') to a point;

Thence turning an interior angle of 165° 24' 12" and running northwesterly, bounded southwesterly by said Commerce Park Associates 4, LLC land for a distance of six hundred seventy-five and 03/100 feet (673.05') to a drill hole in a rock at land, now or formerly, of Commerce Park Commons, LLC;

Thence turning an interior angle of 102° 51' 00" and running northerly, bounded westerly in part by said Commerce Park Commons, LLC land and in part by land, now or formerly, of Commerce Park Realty, LLC, for a distance of seven hundred thirty-two and 38/100 feet (732.38') to a point at the southwesterly corner of land, now or formerly, of James A. and Patricia Jankowski;

Thence turning an interior angle of 84° 32' 07" and running easterly, bounded northerly in part by said Jankowski land, in part by Lydia Road, in part by land, now or formerly, of Michael P. and Tracy J. Piacente, in part by land, now or formerly, of Harry E. and Ann M. Munroe, and in part by land, now or formerly, of James M. Phelan et als., for a distance of three hundred fifteen and 62/100 feet (315.62') to a point;

Thence turning an interior angle of 181° 47' 00" and continuing easterly, bounded northerly in part by said Phelan land and in part by land, now or formerly, of Anthony R. Santos, Jr., for a distance of one hundred forty-nine and 55/100 feet (149.55') to a point;

Thence turning an interior angle of 180° 03' 00" and continuing easterly, bounded northerly in part by said Santos land and in part by land, now or formerly, of George H. and Simone L. Wilson, for a distance of one hundred and 99/100 feet (100.99') to a point;

Thence turning an interior angle of 178° 04' 40" and continuing easterly, bounded northerly in part by said Wilson land, in part by land, now or formerly, of Benjamin G. Lyons, Jr. and Prathum Lyons, in part by land, now or formerly, of Theresa A. DiSano, in part by land, now or formerly, of Mary C. Rathbun and Steven Kotkofski, in part by Jade Road, and in part by land, now or formerly, of Deborah K. and Nitinkumar Trivedi, for a distance of four hundred sixty-five and 03/100 feet (465.03') to an iron rod:

#### COMMITMENT FOR TITLE INSURANCE

Thence turning an interior angle of 179° 38' 00" and continuing easterly, bounded northerly by said Trivedi land, for a distance of ninety-five and 89/100 feet (95.89') to a point at land, now or formerly, of Norman Marsocci;

Thence turning an interior angle of 100° 37' 20" and running southerly, bounded easterly by said Marsocci land, for a distance of one hundred thirty-nine and 41/100 feet (139.41') to an iron rod;

Thence turning an interior angle of 276° 18' 45" and running northeasterly, bounded northwesterly by said Marsocci land, for a distance of seven hundred eight and 35/100 feet (708.35') to an iron rod in the westerly line of Arnold Road, as established by said SHP 1686B;

Thence turning an interior angle of 90° 00' 00" and running southeasterly along said westerly line of Arnold Road and through a Rhode Island Highway Bound (RIHB) 48.165 feet left of baseline station 40+97.42 for a distance of three hundred forty-nine and 01/100 feet (349.01') to a RIHB 90.00 feet left of baseline station 38+50.00;

Thence turning an interior angle of 206° 40' 00" and continuing southeasterly along said westerly line of Arnold Road for a distance of two hundred eighty-one and 28/100 feet (281.28') to a RIHB 75.00 feet left of baseline station 35+90.00;

Thence turning an interior angle of 188° 26' 55" and continuing southeasterly along said westerly line of Arnold Road for a distance of one hundred fifty and 49/100 feet (150.49') to a RIHB 75.00 feet left of baseline station 34+50.00;

Thence turning an interior angle of 186° 48' 13" and continuing southeasterly along said westerly line of Arnold Road for a distance of ninety-nine and 15/100 feet (99.15') to the point and place of beginning.

The last described course forms an interior angle of 38° 48' 48" with the first described course.

Meaning and intending to describe Phase 4 and portions of Phase 3 and OS 5 as shown on that certain plan entitled, "Survey Key Plan, Centre of New England, New London Turnpike/Hopkins Hill Road Situated in Coventry, Rhode Island, Prepared for Universal Properties Group, Inc", prepared by John P. Caito Corporation, dated June 7, 2005, Scale: 1"=100', which plan is recorded in the Land Evidence Records for the Town of Coventry in Plan Book 17 at Page 107 in Envelope #858.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION 1**  
**Requirements**

Commitment Number: **CPP7242012(2)**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay the premiums, fees and charges due to the Company for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to-wit:
  - (a) Redemption Deed from Town of Coventry with respect to AP 14 AL 1.
  - (b) Foreclosure Deed to proposed insured owner.

The following matters or documents must be resolved and/or produced to the satisfaction of the Company:

4. Compliance with Rhode Island General Laws § 44-30-71.3 - Non Resident Withholding, and Regulations promulgated pursuant thereto. This applies only to the sale of property located in Rhode Island. If applicable, requires that a percentage of sellers' net proceeds be withheld and remitted to the Rhode Island Division of Taxation. A recitation of Rhode Island residency contained in a recorded deed discharges the § 44-30-71.3 lien. A recital as to the manner of compliance must be contained in any deed of conveyance.
5. Pay all unpaid real estate taxes, sewer installation charges, sewer use charges, water use charges, water installation charges, fire service (water), fire district taxes and all other applicable municipal charges and assessments. Municipal Lien Certificate to be ordered and recorded.
6. Water meter reading to be supplied to Company no later than 5 days prior to closing.
7. Mortgage - \$350,000.00 by Commerce Park Properties, LLC to HR4-A Limited Partnership dated March 28, 2003 and recorded in Coventry in Book 1336 at Page 8. Will be extinguished upon recording of foreclosure deed after completion of a proper foreclosure. All notices, advertisements and foreclosure documents to be reviewed and approved by the Company.
8. The following security instruments will be extinguished by proper foreclosure of Mortgage set forth in Requirement #7 above:
  - a. Mortgage - \$7,599,333.00 from Commerce Park Properties, LLC to HR4-A Limited Partnership dated as of March 28, 2003, and recorded in Coventry in Book 1336 at Page 73.
  - b. Mortgage - \$14,320,000.00 by Commerce Park Properties, LLC to HR4-A Limited Partnership dated March 28, 2003 and recorded in Coventry in Book 1336 at Page 46.
  - c. UCC-1 Financing Statement naming Commerce Park Properties, LLC as Debtor and HR4-A Limited Partnership as Secured Party recorded in Coventry in Book 1336 at Page 36.
  - d. State of Rhode Island Tax Lien dated October 23, 2012 and recorded in Coventry November 1, 2012 in Book 1937 at Page 527.
  - e. Execution - \$86,909.76 in favor of Estate of Roney A. Malafronte et al. recorded in East Greenwich in Book 1165 at Page 130, to the extent affecting locus.
9. Legal description is for temporary purposes only. Survey to be obtained and recorded.
10. The following instruments will be extinguished by proper foreclosure of Mortgage set forth in Requirement #7 above and compliance with R.I. Gen. Laws § 34-28:
  - a. Notice of Intention to Do Work or Furnish Materials recorded in Book 1884 at Page 548, as affected by Lis Pendens recorded in Book 1886 at Page 931. (AP 14 AL 1)

**COMMITMENT FOR TITLE INSURANCE**

- b. **Notice** of Intention to do Work or Furnish Materials recorded in Book 1884 at Page 550, as affected by Lis Pendens recorded in Book 1886 at Page 929. (AP14 AL 1, 1.2)

**NOTE:** The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION 2**  
**Exceptions**

Commitment Number: **CPP7242012(2)**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record an estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than the Proposed Insured or Proposed Mortgagor in actual possession of any or all of the property.
3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments, which an accurate and complete survey would disclose.
4. Unfiled mechanics' or materialmen's liens.
5. Riparian rights of others in and to the waters of any stream and/or rivers lying along and/or crossing the land, and any right, title and interest of others in an to any portion of the land consisting of filled tidal lands.
6. Taxes and municipal charges and any water and/or sewer charges and/or assessments.
7. This policy does not insure compliance with subdivision regulations.
8. Intentionally Deleted.
9. .Intentionally Deleted.
10. Water main easement as set forth in deed from Walter A. Kilton and Laura R. Kilton to the Warwick and Coventry Water Company dated November 19, 1890, and recorded on October 26, 1893 in Book 32 at Page 327 of the Land Evidence Records of the Town of Coventry; as affected by Quitclaim Deed from Kent County Water Authority to A. Cardi Realty Associates dated September 27, 1989 and recorded in Book 242 at Page 171.
11. Possible rights of redemption in the heirs of Robert Jackson.
12. Reservation of Easement as set forth in deed from Louise Cardi to Norman Marsocci conveying Plat 14, Lot 1.1 and recorded in Coventry in Book 493 at Page 241.
13. Terms, conditions, reservations, agreements and restrictions as may be contained in Agreement for Lien – Sewer Use Charges by and between Commerce Park Properties, LLC and the Town of West Warwick recorded in Coventry in Book 705 at Pages 31, 32, 33 and 34.
14. Terms, conditions, reservations, easements, restrictions and agreements as may be contained in Restrictions and Protective Covenants by Commerce Park Properties, LLC and Commerce Park Realty, LLC recorded in Coventry in Book 720 at Page 279, in West Greenwich in Book 110 at Page 83 and in East Greenwich in Book 297 at Page 39; as affected by Amendment to Restrictions and Protective Covenants dated July 19, 2001 and recorded in the Town of West Greenwich on July 20, 2001 at 11:49 a.m. in Book 149 at Page 154, in the Town of Coventry on July 20, 2001 at 10:36 a.m. in Book 1005 at Page 248, and in the Town of East Greenwich on July 19, 2001 at 2:20 p.m. in Book 394 at Page 1; as affected by Waiver of Restrictions and Protective Covenants dated July 29, 1999 and recorded in the Town of West Greenwich on January 31, 2002 at 2:15 p.m. in Book 167 at Page 97, in the Town of Coventry on January 31, 2002 at 1:41 p.m. in Book 1101 at Page 304, and in the Town of East Greenwich on January 31, 2002 at 12:15 p.m. in Book 441 at Page 178; as affected by Waiver of Certain Restrictions and Protective Covenants dated December 13, 2004 and recorded in the Town of West Greenwich on December 28, 2004 at 2:49 p.m. in Book 276 at Page 184, in the Town of Coventry on December 28, 2004 at

### COMMITMENT FOR TITLE INSURANCE

1:45 p.m. in Book 1646 at Page 385, and in the Town of East Greenwich on December 29, 2004 at 1:55 p.m. in Book 740 at Page 235.

15. Decision by the Town of Coventry Planning Commission dated October 19, 2000 and recorded in the Town of Coventry on October 19, 2000 at 2:48 p.m. in Book 917 at Page 126.
16. Petition for Change of Zone dated October 4, 2000, adopted October 23, 2000 and recorded in the Town of Coventry on October 25, 2000 at 11:10 a.m. in Book 918 at Page 126.
17. Exclusivity Agreement dated July 8, 2003 and recorded in the Town of West Greenwich on July 11, 2003 at 1:10 p.m. in Book 223 at Page 340, in the Town of Coventry on July 11, 2003 at 12:31 p.m. in Book 1423 at Page 219, and in the Town of East Greenwich on July 11, 2003 at 1:48 p.m. in Book 599 at Page 242; as amended by Amendment to Exclusivity Agreement dated May 20, 2004 and recorded in the Town of West Greenwich on May 25, 2004 at 12:36 p.m. in Book 255 at Page 188, in the Town of Coventry on May 25, 2004 at 10:12 a.m. in Book 1609 at Page 594, and in the Town of East Greenwich on May 25, 2004 at 2:27 p.m. in Book 691 at Page 25; as further amended by Second Amendment to Exclusivity Agreement dated June 8, 2004 and recorded in the Town of West Greenwich on June 9, 2004 at 9:19 a.m. in Book 257 at Page 1, in the Town of Coventry on June 9, 2004 at 8:40 a.m. in Book 1612 at Page 356, and in the Town of East Greenwich on June 9, 2004 at 10:08 a.m. in Book 694 at Page 100; as affected by Third Amendment to Exclusivity Agreement dated March 1, 2005 and recorded in the Town of West Greenwich on March 3, 2005 at 12:41 p.m. in Book 281 at Page 174, in the Town of Coventry on March 3, 2005 at 12:13 p.m. in Book 1655 at Page 522, and in the Town of East Greenwich on March 3, 2005 at 1:13 p.m. in Book 750 at Page 311.
18. Coventry Planning Commission Decision dated November 26, 2003 and recorded in the Town of Coventry on December 1, 2003 at 12:40 p.m. in Book 1525 at Page 248.
19. Decision of the Town of Coventry Zoning Board of Review dated January 26, 2004 and recorded in the Town of Coventry on January 26, 2004 at 2:45 p.m. in Book 1550 at Page 169.
20. Decision of the Town of Coventry Zoning Board of Review dated January 26, 2004 and recorded in the Town of Coventry on January 26, 2004 at 2:46 p.m. in Book 1550 at Page 171.
21. Boulevard Access Easement from Commerce Park Associates 10, LLC to Coventry I Realty Trust dated April 22, 2004 and recorded in the Town of West Greenwich on April 26, 2004 at 11:12 a.m. in Book 252 at Page 61, in the Town of Coventry on April 23, 2004 at 3:32 p.m. in Book 1595 at Page 216, and in the Town of East Greenwich on April 23, 2004 at 2:25 p.m. in Book 681 at Page 25 as corrected by Corrective Boulevard Access Easement Agreement dated April 6, 2005 and recorded April 18, 2005 at 2:16 PM in Coventry Book 1662 at page 575 and April 18, 2005 at 1:42 PM in West Greenwich Book 285 at page 69 and in East Greenwich Book 760 at page 79.
22. Landscaping and Utility Easement Agreement by and between Coventry I Realty Trust and Commerce Park Realty, LLC dated April 22, 2004 and recorded in the Town of West Greenwich on April 26, 2004 at 11:14 a.m. in Book 252 at Page 87, in the Town of Coventry on April 23, 2004 at 3:34 p.m. in Book 1595 at Page 242, and in the Town of East Greenwich on April 23, 2004 at 2:28 p.m. in Book 681 at Page 51.
23. Freshwater Wetlands decision by the Rhode Island Department of Environmental Management dated September 7, 2004 and recorded in the Town of West Greenwich on September 9, 2004 at 2:03 p.m. in Book 266 at Page 256 and in the Town of Coventry on September 9, 2004 at 2:24 p.m. in Book 1628 at Page 799.
24. Town of Coventry Planning Commission Decision dated November 30, 2004 and recorded in the Town of Coventry on December 1, 2004 at 12:22 p.m. in Book 1642 at Page 184.
25. Common Area Maintenance Agreement by and between Home Depot U.S.A., Inc. and Commerce Park Management, LLC dated September 22, 2004 and recorded in the Town of West Greenwich on December 1, 2004 at 3:13 p.m. in Book 274 at Page 67, in the Town of Coventry on December 1, 2004 at 2:12 p.m. in Book 1642 at Page 257, and in the Town of East Greenwich on December 1, 2004 at 12:27 p.m. in Book 734 at Page 217.

### COMMITMENT FOR TITLE INSURANCE

26. Insignificant Alteration Permit dated November 30, 2004 and recorded in the Town of Coventry on December 8, 2004 at 10:13 a.m. in Book 1643 at Page 370.
27. Agreement for a Lien Sewer User Town of West Warwick dated May 6, 2004 and recorded October 7, 2004 at 10:15 AM in Coventry Book 1633 at page 331.
28. Intentionally Deleted.
29. Terms and Conditions of Department of Planning & Development Approval (Phase 1) dated February 9, 2005 and recorded March 1, 2005 at 10:12 AM in Book 1654 at page 979.
30. Terms and Conditions of Department of Planning & Development Approval (Phase 6) dated February 9, 2005 and recorded March 1, 2005 at 10:13 AM in Book 1654 at page 983.
31. Planning Decision Record dated December 20, 2004 and recorded in Book 1657 at page 476.
32. Planning Decision Record dated December 20, 2004 and recorded in Book 1657 at page 481.
33. Boundary Line Establishment as set forth in Public Laws Chapter 04-148 recorded June 2, 2005 at 9:44 AM in Coventry Book 1669 at page 371 and May 31, 2005 at 1:54 PM in West Greenwich Book 288 at page 289 and June 2, 2005 at 10:48 AM in East Greenwich Book 768 at page 292.
34. Utility Easement Agreement by and between Commerce Park Realty, LLC and Shivai Nehal Realty, LLC dated May 2, 2005 and recorded June 6, 2005 at 12:10 PM in Book 1669 at page 982.
35. Intentionally Deleted.
36. Easements recorded in the Town of Coventry in Book 97 at Page 70 and in Book 137 at Page 512.
37. Easement recorded in Book 112 at Page 1087.
38. Rights of access and use restrictions contained in lease agreement between Commerce Park Associates 3, LLC and Home Depot USA, Inc. as evidenced by Memorandum of Lease dated July 23, 2004 and recorded in the Town of West Greenwich in Book 269 at Page 32, in the Town of Coventry in Book 1633 at Page 690 and in the Town of East Greenwich in Book 723 at Page 92; Memorandum of Lease recorded in the Town of East Greenwich in Book 723 at Page 109 and Memorandum of Lease recorded in the Town of West Greenwich in Book 270 at Page 163, in the Town of Coventry in Book 1635 at Page 859 and in the Town of East Greenwich in Book 726 at Page 3.
39. Cemetery and rights of way thereto contained in a Deed recorded in the Town of Coventry in Book 21 at Page 592 and in Book 58 at Page 902.
40. Rights of others, public and/or private, in and to any ponds, brooks, or streams lying on or running through the herein described parcels. Also, any rights or easements of others, public and/or private, to drain through or otherwise to use any ponds, brooks, or streams running through or adjacent to the herein described parcels, furthermore, this policy does not insure that the owner of the premises herein has any right to drain through or otherwise use the said ponds, brooks or streams across adjacent land.
41. Intentionally Deleted.
42. Easements and conditions on all recorded plans.
43. Exclusivity Agreement by and among Commerce Park Realty, LLC, Commerce Park Properties, LLC, Commerce Park Commons, LLC, Commerce Park Associates 1, LLC, Commerce Park Associates 3, LLC, Commerce Park Associates 4, LLC, Commerce Park Associates 6, LLC, Commerce Park Associates 8, LLC, Commerce Park Associates 9, LLC, Commerce Park Associates 13, LLC, Commerce Park Associates 15, LLC, Commerce Park Associates 16, LLC, Home Depot U.S.A., Inc. and Roadpot, LLC dated June 2, 2005 and recorded in the Town



### COMMITMENT FOR TITLE INSURANCE

of Coventry on June 10, 2005 in Book 1670 at Page 930, in the Town of East Greenwich on June 14, 2005 in Book 770 at Page 241 and in the Town of West Greenwich on June 13, 2005 in Book 289 at Page 302.

44. Second Amendment to an Approved Master Plan for Centre of New England recorded July 1, 2005 at 3:44 p.m. in Plan Book 17 at Page 99 in the Town of Coventry.
45. Final Subdivision for Centre of New England recorded July 1, 2005 at 3:54 p.m. in Plan Book 17 at Page 106 in the Town of Coventry.
46. Declaration of Covenants and Restrictions recorded in the Town of Coventry in Book 1680 at Page 855, in the Town of East Greenwich in Book 781 at Page 80 and in the Town of West Greenwich in Book 294 at Page 187.
47. Exclusivity Agreement by and among Commerce Park Realty, LLC, Commerce Park Properties, LLC, Commerce Park Commons, LLC, Commerce Park Associates 1, LLC, Commerce Park Associates 3, LLC, Commerce Park Associates 4, LLC, Commerce Park Associates 6, LLC, Commerce Park Associates 8, LLC, Commerce Park Associates 9, LLC, Commerce Park Associates 13, LLC, Commerce Park Associates 15, LLC, Commerce Park Associates 16, LLC, Home Depot U.S.A., Inc. and Roadepot, LLC dated June 2, 2005 and recorded in the Town of Coventry on August 4, 2005 in Book 1681 at Page 564, in the Town of East Greenwich on June 14, 2005 in Book 770 at Page 241 and in the Town of West Greenwich on August 4, 2005 in Book 294 at Page 323.
48. Easement Agreement among Commerce Park Realty, LLC, Commerce Park Commons, LLC and Randolph Holdings RI II, LLC recorded in the Town of Coventry in Book 1688 at Page 836, in the Town of West Greenwich in Book 298 at Page 223 and in the Town of East Greenwich in Book 790 at Page 112.
49. Landscaping and Utility Easement Agreement between Commerce Park Realty, LLC and Randolph Holdings RI II, LLC recorded in the Town of Coventry in Book 1688 at Page 842, in the Town of West Greenwich in Book 298 at Page 229 and in the Town of East Greenwich in Book 790 at Page 118.
50. Boulevard Access Easement Agreement among Commerce Park Realty, LLC, Commerce Park Commons, LLC and Randolph Holdings RI II, LLC recorded in the Town of Coventry in Book 1688 at Page 849, in the Town of West Greenwich in Book 298 at Page 236 and in the Town of East Greenwich in Book 790 at Page 125.
51. DEM Consent Agreement – Coventry AP 5 Lots 8, 12, 14, and 21; AP 6 Lots 1, 1.1, 2. and 3; AP 7 Lots 2, 2.1, 2.2, and 2.3; AP 13 Lots 14, 22, and 26/ AP 14 Lots 1, 65 and 96; AP 15 Lots 97, 97.1 and 97.2; AP 21 Lot 102; West Greenwich AP 1 Lots 3-1 and 4-5 – dated September 9, 2008 and recorded September 17, 2008 in Coventry in Book 1815 at Page 182.
52. CNE Real Estate Easement Agreement regarding Commerce Park Village Green dated September 18, 2008 and recorded September 18, 2008 in Coventry in Book 1815 at Page 357.
53. Abutting CNE Real Estate Easement Agreement dated September 18, 2008 and recorded September 18, 2008 in Coventry in Book 1815 at Page 375.
54. Modification and Waiver of Restrictions and Protective Covenants – J. Arthur Memorial Center – dated December 6, 2010 and recorded December 7, 2010 in Coventry in Book 1881 at Page 151.
55. Easement to the Town of Coventry recorded March 9, 2010 in Coventry in Book 1887 at Page 791 and as shown on plan recorded in Plan Book 17 at Page 107.
56. Landscape, Maintenance, Utility, and Drainage Easement Agreement dated December 9, 2005 and recorded in Coventry in Book 1703 at Page 136, in East Greenwich in Book 807 at Page 164 and in West Greenwich in Book 306 at Page 220.
57. Fourth Amendment to Exclusivity Agreement dated October 11, 2006 and recorded November 9, 2006 in Coventry in Book 1747 at Page 162, in East Greenwich in Book 864 at Page 63 and in West Greenwich in Book 328 at Page 208. (Wal-Mart)
58. Hydrant Restriction recorded in the Town of Coventry on November 28, 2007 in Book 1790 at Page 590.

## COMMITMENT FOR TITLE INSURANCE

59. DEM Agreement recorded January 9, 2008 in Coventry in Book 1794 at Page 367.
60. Exclusivity Agreement by and among Commerce Park Realty, LLC, Commerce Park Properties, LLC, Commerce Park Commons, LLC, Commerce Park Associates 1, LLC, Commerce Park Associates 3, LLC, Commerce Park Associates 4, LLC, Commerce Park Associates 6, LLC, Commerce Park Associates 8, LLC, Commerce Park Associates 9, LLC, Commerce Park Associates 13, LLC, Commerce Park Associates 15, LLC, Commerce Park Associates 16, LLC, Home Depot U.S.A., Inc. and Roadepot, LLC dated June 2, 2005 and recorded in the Town of Coventry on August 4, 2005 in Book 1681 at Page 564, in the Town of East Greenwich on June 14, 2005 in Book 770 at Page 241 and in the Town of West Greenwich on August 4, 2005 in Book 294 at Page 323.
61. Memorandum of Confidential Settlement Agreement recorded in Book 1862 at Page 701.
62. Easement recorded in Coventry in Book 1805 at Page 537.
63. Easement recorded in Coventry in Book 1805 at Page 590.
64. Intentionally Deleted.
65. Intentionally Deleted.
66. Easement to Town of Coventry dated February 26, 2010 and recorded March 9, 2010 in Book 1887 at Page 791.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

NOTE: Any provision in any recorded covenants, conditions and restrictions which indicate any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted.