



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: CP47242012

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:

As to Coventry Plat 15 Lot 98: Town of Coventry by virtue of a Collector's Deed dated August 12, 2011, and recorded in Book 1897 at Page 729 of the Land Evidence Records for the Town of Coventry.

As to remainder: Commerce Park Associates 4, 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

Commitment Number: CP47242012

PARCEL I

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

Beginning at a granite bound located 1635 feet westerly from the southwesterly line of Arnold Road as measured along the southerly line of Lot 1 Plat 14; thence continuing a straight line and running a distance of 810 feet to another granite bound bounding southerly on land of A. Cardi Corp.; thence turning an interior angle of 91° 01' 00" and running northerly a distance of 170 feet to a corner of the first described parcel; thence turning an interior angle of 77° 09' 00" and running southeasterly bounding northeasterly on the first described parcel a distance of 830 feet, more or less, to the point and place of beginning, the last described line forming an interior angle of 11° 50' 00" with the first described line reserving, however, about one (1) rod square of land for a burying place where the graves now are.

Excepting, however, from the above described parcel, that certain tract or parcel of land, with all the buildings and improvements thereon, conveyed to George A. Johnson and Geraldine M. Johnson by deed dated April 22, 1977 and recorded in the Land Evidence Records of the Town of Coventry in Book 113 at Page 753.

PARCEL II

That certain parcel or tract of land together with all buildings and improvements thereon, situated on the southwesterly side of Arnold Road in the Town of Coventry, State of Rhode Island is bounded and described as follows:

Beginning at a point in the southwesterly line of Arnold Road, State Highway Plat No. 1686B, said point being at the sixty-five and 73/100 (65.73') feet northwesterly of an existing Rhode Island Highway bound found;

Thence proceeding in a southwesterly direction a distance of nine hundred seven and 19/100 (907.19') feet to a point;

Thence turning an interior angle of 183 15' 48" and continuing in a southwesterly direction four hundred forty-three and 12/100 (443.12') feet to a point;

Thence turning an interior angle of 140° 48' 38" and proceeding in a westerly direction a distance of four hundred sixty-four and 00/100 (464.00') feet to a point;

Thence turning an exterior angle of 233° 28' 49" and proceeding in a northwesterly direction a distance of three hundred forty-eight and 41/100 (348.41') feet to a point;

Thence turning an exterior angle of 126° 31' 11" and proceeding in a westerly direction a distance of three hundred ninety-one and 32/100 (391.32') feet to a point;

Thence turning an interior angle of 90° 00' 00" and proceeding in a northerly direction a distance of two hundred and 00/100 (200.00') feet to a point;

Thence turning an interior angle of 270° 00' 00" and proceeding in a westerly direction a distance of six hundred forty-four and 08/100 (644.08') feet to a point, the last seven (7) courses bounded southerly, southeasterly, southwesterly and westerly by other land now or formerly of A. Cardi Realty Co., Inc.;

COMMITMENT FOR TITLE INSURANCE

Thence turning an interior angle of 78° 32' 39" and proceeding in a northeasterly direction a distance of three hundred forty-three and 64/100 (343.64') feet to a point, bounded northwesterly by land now or formerly of Catamore Enterprises;

Thence turning an interior angle of 107°28' 02" and proceeding in a general easterly direction a distance of two thousand two hundred fifty-six and 44/100 (2,256.44') feet to a point in the southwesterly line of Arnold Road, bounded northerly by land now or formerly of A. Cardi Construction Co.;

Thence turning an interior angle of 141° 11' 12" and proceeding in a southeasterly direction a distance of two hundred sixty-eight and 43/100 (268.43') feet to a point;

Thence turning an interior angle of 188° 42' 48" and continuing in a southeasterly direction a distance of one hundred ninety and 42/100 (190.42') feet to a point;

Thence turning an interior angle of 190° 29' 36" and continuing in a southeasterly direction a distance of seventy-five and 17/100 (75.17') feet to the point and place of beginning thereby forming an interior angle of 49° 31' 17" with the first named course, the last three (3) courses bounded northeasterly by Arnold Road.

For a more particular description of the herein described premises, reference is hereby made to Parcel "A" as shown on that certain plan entitled, "Survey Plan for A.P. 9, Lot 3 and A.P. 10, Lot 2 situated in Coventry, RI, Scale 1" = 100', dated December 8, 1983 by Leonard A. Garofalo & Associates, Inc., 780 Jefferson Blvd., Warwick, RI 02887," Job No. C-1371, Dwg. No. 1830-1. Revised December 19, 1984.

EXCEPTING from Parcels I and II the premises conveyed by deed recorded in the Town of Coventry in Book 1644 at Page 304, in the Town of West Greenwich in Book 275 at Page 108 and in the Town of East Greenwich in Book 738 at Page 14.

ALSO EXCEPTING from Parcels I and II:

- The premises conveyed by Deed from Commerce Park Realty, LLC and Commerce Park Associates 4, LLC to Commerce Park Associates 3, LLC, which deed is recorded in the Land Evidence Records for the Town of Coventry in Book 1644 at Page 304.
- The premises conveyed by Deed from Commerce Park Associates 4, LLC to Town of Coventry, which deed is recorded in the Land Evidence Records for the Town of Coventry in Book 1862 at Page 726.
- The premises conveyed by Deed recorded in the Land Evidence Records for the Town of Coventry in Book 1897 at Page 729.
- The premise conveyed to Commerce Park Associates 3, LLC by deed recorded in the Land Evidence Records of the Town of Coventry in Book 1644 at Page 564.
- Phase 5B, Phase 5C, Phase 5D and Phase 5E delineated 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.
- The premises constituting the Village Green Condominium, created by Declaration of Condominium dated September 18, 2008, and recorded September 19, 2008 in Book 1815 at Page 578 of the Land Evidence Records for the Town of Coventry.

COMMITMENT FOR TITLE INSURANCE

- The premises constituting the Pine Hill Condominium, created by Declaration of Condominium recorded November 4, 2009, in Book 1851 at Page 159 of the Land Evidence Records for the Town of Coventry.
- The premises constituting the Granite Hill Condominium, created by Declaration of Condominium dated November 19, 2009, and recorded November 10, 2009 in Book 1851 at Page 866 of the Land Evidence Records for the Town of Coventry.
- The premises constituting the Highlands at Hopkins Hill Condominium, created by Declaration of Condominium dated August 31, 2006, and recorded September 1, 2006 in Book 1737 at Page 435 of the Land Evidence Records of the Town of Coventry.

MEANING AND INTENDING to describe portions of Phase 5A, Phase 4, Phase 6A and Phase 9, OS 6, 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: **CP47242012**

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 with respect to tax sale reflected in Collector's Deed in Book 1897 at Page 729.
 - (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 - \$7,599,333.00 from Commerce Park Associates 4, LLC to HR2-A Limited Partnership dated August 1, 2000, and recorded December 13, 2000 in Book 931 at Page 11, as amended in Book 1101 at Page 308 and in Book 1664 at Page 930. 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. Assignment of Leases and Rents recorded in Book 931 at Page 31, as amended.
 - b. UCC-1 Financing Statement naming Commerce Park Associates 4, LLC as Debtor and HR4-A Limited Partnership as Secured Party recorded in Book 931 at Page 44, as amended.
 - c. Mortgage - \$14,320,000.00 from Commerce Park Commons, LLC to HR2-A Limited Partnership recorded in Book 931 at Page 50, as amended.
 - d. Assignment of Leases and Rents recorded in Book 931 at Page 70, as amended.
 - e. UCC-1 Financing Statement naming Commerce Park Associates 4, LLC as Debtor and HR2-A Limited Partnership recorded in Book 931 at Page 84, as amended.
 - f. Collateral Assignment of Development Agreements recorded in Book 931 at Page 90, as amended.
 - g. Collateral Assignment of Development Agreements recorded in Book 931 at Page 129, as amended.
 - h. Mortgage - \$4,300,000.00 from Commerce Park Associates 4, LLC to HR4-A Limited Partnership dated September 13, 2005 and recorded in Coventry in Book 1689 at Page 64, as amended.
 - i. State of Rhode Island Tax Lien dated October 23, 2012 and recorded in Coventry November 1, 2012 at 3:53 p.m. in Book 1937 at Page 528.
 - j. Execution - \$86,909.76 in favor of Estate of Roney A. Malafronte recorded in East Greenwich in Book 1165 at Page 130, to the extent affecting locus.

COMMITMENT FOR TITLE INSURANCE

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 1825 at Page 722, as affected by Lis Pendens recorded in Book 1829 at Page 889.
 - b. Notice of Intention to Do Work or Furnish Materials recorded on February 10, 2009, as affected by Lis Pendens recorded in Book 1829 at Page 893.
 - c. Notice of Intention to Do Work or Furnish Materials recorded in Book 1884 at Page 536, as affected by Lis Pendens recorded in Book 1886 at Page 941.
 - d. Notice of Intention to do Work or Furnish Materials recorded in Book 1884 at Page 552, as affected by Lis Pendens recorded in Book 1886 at Page 943.
11. In order to insure access, provide to the Company satisfactory evidence of access to a public street.
12. The Company reserves the right to impose additional requirements and/or exceptions as the details of the transaction are disclosed.

NOTE: All of the foregoing instruments referenced herein include any and all amendments and/or modifications of same regardless of whether such instrument is specifically referenced.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B – SECTION 2
Exceptions

Commitment Number: **CP47242012**

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. Cemetery and rights of way recorded in Book 21 at Page 592 and in Book 58 at Page 902.
9. Possible rights of redemption in the heirs of Robert Jackson (as to Parcel I).
10. Water main easement recorded in Book 32 at Page 333.
11. Terms, conditions, reservations, agreements and restrictions as may be contained in Water Line Easement recorded in the Town of Coventry in Book 32 at Page 327 as affected by Quitclaim Deed recorded in the Town of Coventry in Book 242 at Page 171.
12. Rights of others, public and/or private, in and to any portion of Centre of New England Boulevard in its former or present location.
13. Petition for Change of Zone dated October 4, 2000, adopted October 23, 2000 and recorded in Coventry October 25, 2000 at 11:10 a.m. in Book 918 at Page 126.
14. 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.
15. Corrective Landscaping and Utility Easement Agreement among Commerce Park Realty, LLC, Commerce Park Associates 4, LLC and Home Depot U.S.A., Inc. dated November 22, 2004 and recorded in the Town of Coventry on August 4, 2005 in Book 1681 at Page 535, in the Town of East Greenwich in Book 770 at Page 212 and in the Town of West Greenwich on August 4, 2005 in Book 295 at Page 28 (NOTE: Document contains no reference to book and page of instrument being corrected).
16. Boulevard Access Easement Agreement dated November 18, 2000 and recorded in Coventry in Book 948 at Page 168, in East Greenwich in Book 363 at Page 91 and in West Greenwich in Book 135 at Page 112.
17. Boulevard Access Easement Agreement by and between Commerce Park Realty, LLC and Home Depot U.S.A., Inc. dated September 22, 2004 and recorded in the Town of West Greenwich on December 1, 2004 at 3:11 p.m. in Book 274 at Page 41, in the Town of Coventry on December 1, 2004 at 2:11 p.m. in Book 1642 at Page 231,

This Commitment is invalid unless the Cover Page, Schedule A, Exhibit A and Schedules B – Sections 1 and 2 are attached.

COMMITMENT FOR TITLE INSURANCE

and in the Town of East Greenwich on December 1, 2004 at 12:24 p.m. in Book 734 at Page 191; as re-recorded in the Town of Coventry in Book 1670 at Page 875, in the Town of East Greenwich in Book 770 at Page 186 and in the Town of West Greenwich in Book 289 at Page 247, and as amended by Amendment to Boulevard Access Easement Agreement recorded in the Town of Coventry in Book 1684 at Page 13.

18. Insignificant Alteration Permit dated November 30, 2004 and recorded December 8, 2004 at 10:13 a.m. in Coventry in Book 1643 at Page 370.
19. Planning Commission Decision Record dated November 26, 2003 and recorded December 1, 2003 at 12:40 p.m. in Coventry in Book 1525 at Page 248.
20. Planning Commission Decision Record dated November 30, 2004 and recorded December 1, 2004 at 12:22 p.m. in Coventry in Book 1642 at Page 184.
21. Planning Commission Decision Record dated October 19, 2000 and recorded October 19, 2000 at 11:10 a.m. in Coventry in Book 917 at Page 126.
22. Planning Commission Decision Record dated December 16, 2002 and recorded December 17, 2002 at 2:20 p.m. in Coventry in Book 1266 at Page 158.
23. 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 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.
24. Second Amendment to an Approved Master Plan for Centre of New England dated June 7, 1995 and recorded July 1, 2005 at 3:44 p.m. in Coventry in Plan Book 17 at Page 99.
25. Final Subdivision dated June 7, 2005 and recorded July 1, 2005 at 3:54 p.m. in Coventry in Plan Book 17 at Page 106.
26. Corrective Boulevard Access Easement Agreement among Commerce Park Realty, LLC, Commerce Park Associates 4, LLC and Home Depot U.S.A., Inc. dated September 22, 2004 and recorded August 4, 2005 in the Town of Coventry in Book 1681 at Page 508, June 14, 2005 in the Town of East Greenwich in Book 770 at Page 186 and August 4, 2005 in the Town of West Greenwich in Book 295 at Page 1 (NOTE: Document contains no reference to the book and page of the instrument being corrected). Boulevard Access Easement Agreement dated November 30, 2005 and recorded in Coventry in Book 1701 at Page 699, in East Greenwich in Book 825 at Page 128 and in West Greenwich in Book 305 at Page 87. Rights and easements of others, public and/or private, to drain through or otherwise to use any pond or streams, located on the premises herein, but the policy does not insure that the owner of the premises herein has any right to drain through or otherwise use the said pond or streams across adjacent land. Title is not insured as to land now or formerly under the said pond, any land acquired by accretion or lost by erosion, any claims of accession, rights of alluvion and reliction.
27. 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.
28. Easements and conditions as shown on any and all recorded plans.
29. Any claim or question arising from the fact that Parcel I does not abut a public street and access is dependent upon common ownership with Parcel II.
30. 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

COMMITMENT FOR TITLE INSURANCE

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.

31. Easement from Commerce Park Realty, LLC and Commerce Park Properties, LLC to The Narragansett Electric Company and New England Telephone and Telegraph Company dated September 11, 1998 and recorded in the Town of Coventry on September 17, 1998 at 2:52 p.m. in Book 732 at Page 59 and in the Town of East Greenwich on September 29, 1998 at 1:30 p.m. in Book 259 at Page 47.
32. Restrictions and Protective Covenants by Commerce Park Properties, LLC and Commerce Park Realty, LLC dated July 30, 1998 and recorded in the Town of West Greenwich on July 9, 1999 at 10:17 a.m. in Book 110 at Page 83, in the Town of Coventry on August 4, 1998 at 11:56 a.m. in Book 720 at Page 279, and in the Town of East Greenwich on July 8, 1999 at 2:07 p.m. 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 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.
33. Drainage Agreement by and between Commerce Park Properties, LLC, Commerce Park Realty, LLC and Merstone IV Limited Partnership dated July 30, 1998 and recorded in the Town of Coventry on August 4, 1998 at 12:00 p.m. in Book 720 at Page 307.
34. Easement Agreement by and between Commerce Park Realty, LLC and Marion R. Chandronnet dated November 12, 1999 and recorded in the Town of Coventry on November 23, 1999 at 12:27 p.m. in Book 846 at Page 246.
35. Sign Access Easement Agreement by and between Commerce Park Associates 7, LLC and Commerce Park Realty, LLC dated May 25, 2001 and recorded in the Town of West Greenwich on June 19, 2001 at 11:00 a.m. in Book 146 at Page 319, in the Town of Coventry on June 18, 2001 at 3:55 p.m. in Book 991 at Page 161, and in the Town of East Greenwich on June 19, 2001 at 12:09 p.m. in Book 386 at Page 29.
36. Common Area Maintenance Agreement dated July 19, 2001 and recorded in the Town of Coventry on July 20, 2001 at 10:42 a.m. in Book 1005 at Page 295 and in the Town of East Greenwich on July 19, 2001 at 2:25 p.m. in Book 394 at Page 3.
37. Agreement for a Lien & Sewer Use Charges dated August 28, 2001 and recorded September 25, 2001 at 1:57 PM in West Greenwich Book 154 at page 320.
38. Property Maintenance Agreement by and between Champion Providence Enterprises, LLC and Commerce Park Management, LLC dated November, 2001 and recorded November 30, 2001 at 1:08 PM in Coventry Book 1066 at page 1 and November 30, 2001 at 12:26 PM in West Greenwich Book 160 at page 177.
39. Common Area Maintenance Agreement by and between Champion Providence Enterprises, LLC and Commerce Park Management, LLC dated November, 2001 and recorded November 30, 2001 at 1:09 PM in Coventry Book 1066 at page 8 and November 30, 2001 at 12:29 PM in West Greenwich Book 160 at page 184.
40. Property Maintenance Agreement by and between Champion Providence Enterprises, LLC and Commerce Park Management, LLC dated November, 2001 and recorded February 13, 2002 at 10:42 AM in Coventry Book 1107 at page 191 and February 12, 2002 at 2:58 PM in West Greenwich Book 167 at page 320.
41. Common Area Maintenance Agreement by and between Champion Providence Enterprises, LLC and Commerce Park Management, LLC dated November, 2001 and recorded February 13, 2002 at 10:44 AM in Coventry Book 1107 at page 200 and February 12, 2002 at 2:59 PM in West Greenwich Book 167 at page 329.

COMMITMENT FOR TITLE INSURANCE

42. 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
43. 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.
49. 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.
50. Planning Decision Record dated December 20, 2004 and recorded in Book 1657 at page 476.
51. Planning Decision Record dated December 20, 2004 and recorded in Book 1657 at page 481.
52. 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.
53. 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.
54. Any claim or question arising from the fact that the Trustee's Deed conveying the property to the present owner describes the property by assessor's plat and lot references rather than using a proper legal description.
55. Landscaping and Utility Easement Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 4, LLC (collectively as the Grantor) and Home Depot U.S.A., Inc. dated November 22, 2004 and recorded in the Town of West Greenwich on December 1, 2004 at 3:14 p.m. in Book 274 at Page 80, in the Town of Coventry on December 1, 2004 at 2:13 p.m. in Book 1642 at Page 270, and in the Town of East Greenwich on December 1, 2004 at 12:35 p.m. in Book 734 at page 230; as re-recorded in the Town of Coventry in Book 1670

COMMITMENT FOR TITLE INSURANCE

at Page 901, in the Town of East Greenwich in Book 770 at Page 212 and in the Town of West Greenwich in Book 289 at Page 273, as amended by Amendment to Landscaping and Utility Easement Agreement recorded in the Town of Coventry in Book 1684 at Page 24.

56. Sign Access Easement Agreement by and between Commerce Park Realty, LLC, Commerce Park Associates 4, LLC and Home Depot U.S.A., Inc. recorded in the Town of Coventry in Book 1646 at Page 406, in the Town of East Greenwich in Book 740 at Page 256 and in the Town of West Greenwich in Book 276 at Page 205, as amended by Amendment to Sign Access Easement Agreement recorded in the Town of Coventry in Book 1684 at Page 33.
57. Subordination and Standstill Agreement dated April 15, 2005 and recorded April 18, 2005 in the Town of Coventry in Book 1662 at Page 536, in the Town of West Greenwich in Book 285 at Page 30 and in the Town of East Greenwich in Book 759 at Page 255, as affected by Consent and Subordination of Lender recorded in the Town of West Greenwich in Book 294 at Page 166.
58. Subordination and Standstill Agreement dated April 15, 2005 and recorded April 18, 2005 at 12:24 p.m. in the Town of East Greenwich in Book 760 at Page 1.
59. Subordination and Standstill Agreement dated April 15, 2005 and recorded April 18, 2005 in the Town of East Greenwich in Book 760 at Page 40.
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 Roadspot, 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. DEM Consent Agreement recorded in Book 1815 at Page 182.
65. Real Estate Easement Agreement regarding Commerce Park Village Green dated September 18, 2008 and recorded September 18, 2008 in Book 1815 at Page 357. (To the extent affecting locus)
66. Easement to Town of Coventry dated February 26, 2010 and recorded March 9, 2010 in Book 1887 at Page 791.

NOTE: All of the foregoing exceptions to title include any and all amendments and/or modifications of same regardless of whether such instrument is specifically referenced herein.

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.