



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment Number: **CPC7242012**

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:

**Commerce Park Commons, 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

A handwritten signature in black ink, appearing to be "M Comstock", written over a horizontal line.

Mark Comstock, Esquire

COMMITMENT FOR TITLE INSURANCE

EXHIBIT A

Commitment Number: **CPC7242012**

PARCEL I

That certain parcel of land situated easterly of Hopkins Hill Road in Coventry, Rhode Island, bounded and described as follows:

Beginning at a point at the southeasterly corner of land now or formerly owned by Catapult Realty, LLC, as shown on that plan entitled, "ALTA/ASCM TITLE SURVEY, HOPKINS HILL ROAD, ASSESSOR'S PLAT 5, LOT 14, SITUATED IN COVENTRY, RHODE ISLAND, PREPARED FOR UNIVERSAL PROPERTIES, PREPARED BY JOHN P. CAITO CORPORATION, SEPTEMBER, 1997, SCALE 1" = 100"', as recorded in the Land Evidence Records of the Town of Coventry, Rhode Island;

Thence running easterly bounded southerly by land now or formerly of BW Manufacturing, Inc., a distance of seventy and 00/100 feet (70.00') to a point;

Thence turning an angle to the right of 121° 27' 59" and running northeasterly a distance of four hundred thirty-eight and 30/100 feet (438.30') to a point;

Thence turning an angle to the right of 158° 32' 13" and running northeasterly a distance of six hundred forty-eight and 59/100 feet (648.59') to a point;

Thence turning an angle to the right of 251° 45' 13" and running easterly a distance of two hundred ninety-seven and 14/100 feet (297.14') to a point of curvature;

Thence curving to the right and running easterly and southeasterly along the arc of a curve with a radius of three hundred six and 00/100 feet (306.00'), a central angle of 14° 39' 57" for an arc length of seventy-eight and 33/100 feet (78.33') to a point on a curve;

Thence turning an angle to the left from the chord of 279° 40' 32" and running northwesterly a distance of ninety-one and 08/100 feet (91.08') to the point of beginning of the herein described parcel of land;

Thence running northeasterly a distance of three hundred twenty-seven and 15/100 feet (327.15') to a point;

Thence turning an interior angle of 267° 18' 40" and running northwesterly a distance of one hundred sixty-two and 35/100 feet (162.35') to a point;

Thence turning an interior angle of 111° 42' 08" and running northeasterly a distance of one hundred ninety-five and 28/100 feet (195.28') to a point;

Thence turning an interior angle of 138° 31' 28" and running northeasterly a distance of three hundred eighty-one and 12/100 feet (381.12') to a point;

Thence turning an interior angle of 218° 37' 16" and running northeasterly a distance of eight hundred fifty and 75/100 feet (850.75') to a point;

Thence turning an interior angle of 193° 18' 39" and running northeasterly a distance of seventy-seven and 22/100 feet (77.22') to a point;

Thence turning an interior angle of 83° 45' 13" and running southeasterly, bounded northeasterly by land of others, a distance of four hundred thirty-three and 67/100 feet (433.67') to a point;

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Thence turning an interior angle of 160° 44' 16" and running southeasterly a distance of two hundred eighty-seven and 75/100 feet (287.75') to a point;

Thence turning an interior angle of 120° 42' 01" and running southerly a distance of one hundred thirty and 34/100 feet (130.34') to a point;

Thence turning an interior angle of 124° 13' 18" and running southwesterly a distance of four hundred forty and 25/100 feet (440.25') to a point;

Thence turning an interior angle of 192° 01' 28" and running southwesterly a distance of eight hundred forty-five and 58/100 feet (845.58') to a point;

Thence turning an interior angle of 213° 38' 42" and running southerly a distance of three hundred seventy-three and 73/100 feet (373.73') to a point;

Thence turning an interior angle of 219° 46' 38" and running southeasterly a distance of two hundred ninety-four and 43/100 feet (294.43') to a point;

Thence turning an interior angle of 261° 02' 24" and running northeasterly a distance of one thousand, eighty-three and 92/100 feet (1,083.92') to a point;

Thence turning an interior angle of 230° 18' 48" and running northeasterly a distance of six hundred sixty-four and 69/100 feet (664.69') to a point at land of others;

Thence turning an interior angle of 20° 56' 45" and running southerly, bounded easterly by land of others, a distance of seven hundred three and 10/100 feet (703.10') to a point;

Thence turning an interior angle of 164° 16' 47" and running southwesterly, bounded southeasterly by land of others, a distance of three hundred eighteen and 97/100 feet (318.97') to a point;

Thence turning an interior angle of 137° 29' 30" and running southwesterly a distance of three hundred eight and 90/100 feet (308.90') to a point;

Thence turning an interior angle of 169° 27' 48" and running southwesterly a distance of four hundred twenty and 45/100 feet (420.45') to a point;

Thence turning an interior angle of 250° 53' 44" and running southerly a distance of four hundred twenty-eight and 10/100 feet (428.10') to a point;

Thence turning an interior angle of 83° 35' 57" and running westerly a distance of two hundred seventeen and 78/100 feet (217.78') to a point;

Thence turning an interior angle of 114° 28' 36" and running northwesterly a distance of one hundred seventy-two and 53/100 feet (172.53') to a point;

Thence turning an interior angle of 170° 30' 40" and running northwesterly a distance of two hundred twenty-two and 17/100 feet (222.17') to a point;

Thence turning an interior angle of 244° 43' 10" and running northwesterly a distance of one hundred ninety-seven and 91/100 feet (197.91') to a point;

Thence turning an interior angle of 98° 26' 58" and running northerly a distance of seventy-six and 02/100 feet (76.02') to a point;

Thence turning an interior angle of 268° 07' 22" and running westerly a distance of one hundred twenty-four and 25/100 feet (124.25') to a point;

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Thence turning an interior angle of 125° 38' 52" and running northwesterly a distance of two hundred eighty-eight and 70/100 feet (288.70') to a point of curvature;

Thence curving to the left and running northwesterly and westerly along the arc of a curve with a radius of three hundred ninety-four and 00/100 (394.00'), a central angle of 52° 49' 40" for an arc length of three hundred sixty-three and 28/100 feet (363.28') to the point of beginning of the herein described parcel of land. The chord of the last described course forms an interior angle of 89° 18' 02" with the first described course of the herein described parcel of land.

Meaning and intending to describe Lot 8, also shown as Coventry Assessor's Plat 13 Lot 40, on that plan entitled, "PROGRESS PLOT PLAN (RENDITION-1), CENTRE OF NEW ENGLAND, NEW LONDON TURNPIKE/HOPKINS HILL ROAD, SITUATED IN COVENTRY/WEST GREENWICH, RHODE ISLAND, PREPARED FOR COMMERCE PARK REALTY, LLC AND COMMERCE PARK PROPERTIES, LLC, PREPARED BY JOHN P. CAITO CORPORATION, JUNE 22, 1998, SCALE 1" = 200"', which plan is recorded with the Land Evidence Records of the Town of Coventry in Plan Book 14, Page 62, Envelope 463.

### PARCEL II

That certain parcel of land situated easterly of Hopkins Hill Road in Coventry, Rhode Island, bounded and described as follows:

Beginning at a point at the southeasterly corner of land now or formerly owned by Catapult Realty, LLC, as shown on that plan entitled, "ALTA/ASCM TITLE SURVEY, HOPKINS HILL ROAD, ASSESSOR'S PLAT 5, LOT 14, SITUATED IN COVENTRY, RHODE ISLAND, PREPARED FOR UNIVERSAL PROPERTIES, PREPARED BY JOHN P. CAITO CORPORATION, SEPTEMBER, 1997, SCALE 1" = 100"', as recorded in the Land Evidence Records of the Town of Coventry, Rhode Island;

Thence running easterly bounded southerly by land now or formerly of BW Manufacturing, Inc., a distance of seventy and 00/100 feet (70.00') to a point:

Thence running northeasterly a distance of four hundred thirty-eight and 30/100 feet (438.30') to a point;

Thence turning an interior angle of 201° 27' 47" and running northeasterly a distance of six hundred forty-eight and 59/100 feet (648.59') to a point;

Thence turning an interior angle of 108° 14' 47" and running easterly a distance of two hundred ninety-seven and 14/100 feet (297.14') to a point of curvature;

Thence curving to the right and running easterly and southeasterly along the arc of a curve with a radius of three hundred six and 00/100 feet (306.00'), a central angle of 63° 36' 59" for an arc length of three hundred thirty-nine and 76/100 feet (339.76') to a point of tangency;

Thence turning an interior angle from the chord of 148° 11' 31" and running southeasterly a distance of four hundred seventy-six and 16/100 feet (476.16') to a point;

Thence turning an interior angle of 97° 25' 18" and running southwesterly a distance of one hundred seventy-three and 89/100 feet (173.89') to the point at land now or formerly of Mary B. and Mary E. Barton.

Thence turning an interior angle of 68° 23' 25" and running northwesterly bounded southwesterly by said Barton land, a distance of eighty-seven feet more or less (87') to a point on the easterly shoreline of a pond.

Thence running along the shoreline southwesterly, westerly, southwesterly, northwesterly, and northeasterly, bounded generally southerly by said Barton land, a distance of five hundred eighty

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feet, more or less, (580') to a point;

Thence running southwesterly, bounded southeasterly by said Barton land, a distance of seventy-eight feet more or less (78') to a point;

Thence turning an interior angle of 195° 24' 00" and running southerly, bounded easterly by said Barton land, a distance of forty-four and 77/100 feet (44.77') to a point;

Thence turning an interior angle of 147° 11' 00" and running southwesterly, bounded southeasterly by said Barton land, a distance of one hundred five and 92/100 feet (105.92') to a point;

Thence turning an interior angle of 178° 55' 08" and running southwesterly, bounded southeasterly by land now or formerly of CC/KMC Investments, Inc., a distance of one hundred twenty-five and 04/100 feet (125.04') to a point;

Thence turning an interior angle of 183° 36' 05" and running southwesterly, bounded southeasterly by said CC/KMC Investments, Inc. land, a distance of sixty-six and 25/100 feet (66.25') to a point;

Thence turning an interior angle of 216° 38' 35" and running southerly, bounded easterly by said CC/KMC Investments, Inc. land, a distance of forty-nine and 50/100 feet (49.50') to a point at said land of BW Manufacturing, Inc.;

Thence turning an interior angle of 90° 00' 00" and running westerly, bounded southerly by said BW Manufacturing, Inc. land, a distance of four hundred fifteen and 85/100 feet (415.85') to a point;

Thence turning an interior angle of 181° 38' 20" and running westerly a distance of seventy-three and 34/100 feet (73.34') to the point of beginning of the herein described parcel of land. The last described course forms an interior angle of 58° 32' 01" with the first described course of the herein described parcel.

Meaning and intending to describe Lot 6, also shown as Coventry Assessor's Plat 5 Lot 21, on that plan entitled, "PROGRESS PLOT PLAN (RENDITION-1), CENTRE OF NEW ENGLAND, NEW LONDON TURNPIKE/HOPKINS HILL ROAD, SITUATED IN COVENTRY/WEST GREENWICH, RHODE ISLAND, PREPARED FOR COMMERCE PARK REALTY, LLC AND COMMERCE PARK PROPERTIES, LLC, PREPARED BY JOHN P. CAITO CORPORATION, JUNE 22, 1998, SCALE 1" = 200", which plan is recorded with the Land Evidence Records of the Town of Coventry in Plan Book 14, Page 62, Envelope 463.

EXCEPTING the following:

- 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.
- 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.

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- The premises described in the Mortgage to Potomac Realty Capital recorded in Coventry in Book 1746 at Page 998.
- The premises described in the Mortgage to Berkshire Bank recorded in Coventry in Book 1790 at Page 560.
- The premises described in the Mortgage to Dime Bank recorded in Coventry in Book 1805 at Page 658.

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**SCHEDULE B – SECTION 1**  
**Requirements**

Commitment Number: **CPC7242012**

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) 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 - \$14,320,000 from Commerce Park Commons, LLC to HR2-A Limited Partnership dated August 1, 2000, and recorded December 13, 2000 in Book 930 at Page 238, as amended in Book 1101 at Page 315 and in Book 1657 at Page 129. 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 930 at Page 263, as amended
  - b. UCC-1 Financing Statement naming Commerce Park Commons, LLC as Debtor and HR2-A Limited Partnership as Secured Party recorded in Book 930 at Page 281, as amended.
  - c. Mortgage - \$7,599,333 from Commerce Park Commons, LLC to HR4-A Limited Partnership recorded in Book 930 at Page 291, as amended in Book 1101 at Page 308, in Book 1664 at Page 923 (incorrectly references Mortgage in Book 930 at Page 201), in Book 1677 at Page 804.
  - d. Mortgage - \$4,300,000.00 from Commerce Park Commons, LLC to HR4-A Limited Partnership dated September 13, 2005 and recorded in Coventry in Book 1688 at Page 992, in West Greenwich in Book 298 at Page 269, as amended.
  - e. Collateral Assignment of Development Agreements by Commerce Park Realty, LLC, Commerce Park Properties, LLC, Commerce Park Commons, LLC and Commerce Park Associates 4, LLC recorded in Coventry in Book 931 at Page 90, in East Greenwich in Book 354 at Page 118 and in West Greenwich in Book 133 at Page 121, as amended.
  - f. Collateral Assignment of Development Agreements by Commerce Park Realty, LLC, Commerce Park Properties, LLC, Commerce Park Commons, LLC and Commerce Park Associates 4, LLC recorded in Coventry in Book 931 at Page 129, in East Greenwich in Book 354 at Page 157 and in West Greenwich in Book 133 at Page 160, as amended.
9. Legal description is for temporary purposes only. Survey to be obtained and recorded.

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

Commitment Number: **CPC7242012**

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. Conditions disclosed on survey entitled, "ALTA/ACSM LAND TITLE SURVEY SITUATED IN COVENTRY, RHODE ISLAND ASSESSOR'S PLAT 5, LOTS 8 AND 14, ASSESSOR'S PLAT 6, LOT 1, ASSESSOR'S PLAT 7, LOT 2, ASSESSOR'S PLAT 13, LOTS 22 AND 26 WEST GREENWICH, RHODE ISLAND, ASSESSOR'S PLAT 1 LOTS 3-1 AND 4 EAST GREENWICH, RHODE ISLAND, ASSESSOR'S PLAT 13, LOT 7 PREPARED FOR CENTRE OF NEW ENGLAND PREPARED BY JOHN P. CAITO CORPORATION SCALE 1"= 200' OCTOBER 2, 1997 SHEET 1 OF 1":
  - a. Paved drive at New London Turnpike
  - b. Dirt Drive crossing A.P. 1/6 and A.P. 7/1
  - c. Bestwick Trail
  - d. Pump Station at Route 95.
9. Easements to The Narragansett Electric Company recorded with the Land Evidence Records for the Town of Coventry in Book 45 at Page 417.
10. Notice of Common Area Maintenance Agreement made by Commerce Park Properties, LLC, Commerce Park Realty, LLC and Merstone IV Limited Partnership dated July 30, 1998 and recorded with the Land Evidence Records of the Town of Coventry on August 4, 1998 at 11:58 a.m. in Book 720 at Page 289.
11. Terms, conditions, reservations, agreements, and restrictions as may be contained in Easement Agreement by and between Commerce Park Realty, LLC and Marian Chandronnet recorded in Coventry in Book 846 at Page 246.
12. 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 will not be 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.



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13. Rights of others, public and/or private, in and to any portion of Centre of New England Boulevard in its former, present or future location.
14. 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.
15. Easements and conditions as shown on any and all recorded plans.
16. 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, as affected by Waiver of Certain Restrictions and Protective Covenants recorded in the Town of Coventry in Book 1701 at Page 840, in the Town of East Greenwich in Book 805 at Page 251 and in the Town of West Greenwich in Book 305 at Page 228; as affected by Second Amendment of Restrictions and Protective Covenants recorded in the Town of Coventry in Book 1702 at Page 796 and in the Town of East Greenwich in Book 806 at Page 284; as affected by Supplement to Restrictions and Protective Covenants recorded in the Town of Coventry in Book 1703 at Page 121, in the Town of West Greenwich in Book 306 at Page 205 and in the Town of East Greenwich in Book 807 at Page 149; as affected by Modification and Waiver of Restrictions and Protective Covenants recorded in the Town of Coventry in Book 1703 at Page 168, in the Town of West Greenwich in Book 306 at Page 252 and in the Town of East Greenwich in Book 807 at Page 196; as affected by Modification and Waiver of Restrictions and Protective Covenants recorded in the Town of Coventry in Book 1721 at Page 30, in the Town of West Greenwich in Book 315 at Page 283 and in the Town of East Greenwich in Book 829 at Page 72; and as further affected by Modification and Waiver of Restrictions and Protective Covenants recorded in the Town of Coventry in Book 1737 at Page 719.
17. Town of Coventry Planning Commission Decision dated December 16, 2002 and recorded in the Town of Coventry on December 17, 2002 at 2:20 p.m. in Book 1266 at Page 158.
18. 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; and as affected by Fourth Amendment to Exclusivity Agreement dated October 11, 2006 and recorded in the Town of Coventry in Book 1747 at Page 162, in the Town of West Greenwich in Book 328 at Page 208 and in the Town of East Greenwich in Book 864 at Page 63.

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19. 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.
20. Boulevard Access Easement Agreement dated November 18, 2000 and recorded in West Greenwich in Book 135 at Page 112.
21. 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 West Greenwich on September 28, 1998 at 2:06 p.m. in Book 97 at Page 290, 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.
22. 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.
23. 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.
24. 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.
25. Planning Commission Decision Record dated October 19, 2000 and recorded October 19, 2000 at 2:48 p.m. in Coventry in Book 917 at Page 126.
26. 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.
27. 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.
28. Second Amendment of an Approved Master Plan for Centre of New England recorded July 1, 2005 at 3:44 p.m. in Coventry in Plan Book 17 at Page 99.
29. Final Subdivision for Centre of New England recorded July 1, 2005 at 3:54 p.m. in Coventry in Plan Book 17 at Page 106.
30. Trails and/or rights of way shown on plan recorded in Coventry in Plan Book 14 at Page 15.
31. 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.
32. 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.
33. 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

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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.

34. 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.
35. Coventry Planning Commission Decision dated December 20, 2004 and recorded in Coventry in Book 1657 at Page 476.
36. Coventry Planning Commission Decision dated December 20, 2004 and recorded in Book 1657 at Page 481.
37. Release of DEM Notice of Violation dated March 3, 2010 and recorded April 14, 2010 in Coventry in Book 1862 at Page 708.
38. DEM Consent Agreement recorded in Book 1815 at Page 182.
39. Boulevard Access Agreement regarding J. Arthur Trudeau Memorial Center recorded in Coventry December 7, 2010 in Book 1881 at Page 182.
40. Land and Utility Easement Agreement regarding J. Arthur Trudeau Memorial Center dated February 6, 2010 and recorded in Coventry on December 7, 2010 in Book 1881 at Page 201.
41. Easement to the Town of Coventry signed February 26, 2010 and recorded March 9, 2010 in Coventry in Book 1887 at Page 791.
42. Any lien pursuant to R.I. Gen. Laws 44-30-71.3 resulting from the fact that the Deeds recorded in Book 716 at Page 186, in Book 716 at Page 190 and in Book 716 at Page 193 do not contain sufficient recitals regarding residency.
43. Rights of others in and to cemetery abutting locus and rights of access thereto.
44. Rights of others in and to Bestwick Trail a/k/a the Bestwick Fire Trail.
45. Water pipe easement of record to Kent County Water District (location unknown).
46. Any claim or question arising from the fact that none of the parcels of land insured hereunder abuts a public street. No access easements were found of record. Access is not insured.
47. Easement from Philip Stanley Bestwick and Helen T. Bestwick to Narragansett Electric Company dated February 24, 1941 and recorded March 5, 1941 at 11:30 a.m. in Book 46 at Page 365.
48. 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.
49. 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.

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50. 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. 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.
63. 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.
64. 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.
65. 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.

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66. 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.

67. 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.

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.