



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment Number: **CPP7242012**

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 AP 5 Lot 12: Town of Coventry by virtue of Collector's Deed recorded in Coventry in Book 1897 at Page 755.

As to the remainder: 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

Commitment Number: CPP7242012

PARCEL I

That certain tract or parcel of land, with all the buildings and improvements thereon, located on the easterly side of Hopkins Hill Road in the Town of Coventry, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at the northeasterly corner of the herein described parcel, said point being the southwestery corner of land now or formerly of Victoria M. Norman and Richard M. and Shirley A. Mattias and also being on the easterly line of Bestwick Trail;

Thence running westerly, bounding northerly Bestwick Trail, a distance of forty-three and 03/100 (43.03) feet to a point;

Thence turning an interior angle of 183° 01' 23" and running westerly, bounding northerly by land now or formerly of Thomas A. Carolyn W. Winsor, a distance of three hundred seven and 64/100 (307.64) feet to a point;

Thence turning an interior angle of 179° 13' 26" and running westerly, bounding northerly by land now or formerly of Harry C. and Shirley A. Barbour, a distance of two hundred eighty-nine and 77/100 (289.77) feet to a point;

Thence turning an interior angle of 175° 46' 50" and running westerly, bounding northerly by land now or formerly of Evelyn Real Estate, LLC, a distance of one hundred ninety-eight and 25/100 (198.25) feet to a point;

Thence turning an interior angle of 91° 55' 25" and running southerly, bounding westerly by land now or formerly of Gilbert R. Bodell, Jr., a distance of eleven and 47/100 (11.47) feet to a point;

Thence turning an interior angle of 196° 22' 30" and running southerly, bounding westerly by lands now or formerly of Gilbert R. Bodell, Jr., Fredrick K. Beverly Bestwick and Charles S. and Lynda R. Hawkins, a distance of three hundred forty-seven and 30/100 (347.30) feet to a point;

Thence turning an interior angle of 194° 03' 41" and running southwestery, bounding northwesterly by land now or formerly of Hawkins, a distance of one hundred seventeen and 42/100 (117.42) feet to a point;

Thence turning an interior angle of 284° 58' 47" and running northwesterly, bounding northeasterly by land now or formerly of Hawkins, a distance of ten and 14/100 (10.14) feet to a point;

Thence turning an interior angle of 80° 16' 03" and running southwestery, bounding northwesterly by land now or formerly of Hawkins, a distance of ninety-nine and 66/100 (99.66) feet to a point;

Thence turning an interior angle of 262° 29' 23" and running northwesterly, bounding northeasterly by land now or formerly of Hawkins, a distance of two hundred forty-nine and 18/100 (249.18) feet to the easterly line of Hopkins Hill Road;

Thence turning an interior angle to the chord of 76° 36' 45" and running southerly, in the easterly line of Hopkins Hill Road, along the arc of a curve to the left having a radius of twelve thousand, four hundred seventy-three and 00/100 (12,473.00) feet, a central angle of 01° 04' 19" and an arc length of two hundred thirty-three and 37/100 (233.37) feet to a point of tangency;

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Thence continuing southerly, in the easterly line of Hopkins Hill Road, a distance of four hundred twenty-three and 30/100 (423.30) feet to a point of curvature;

Thence running southerly and southwesterly in the easterly line of Hopkins Hill Road, along the arc of a curve to the right of a radius of six hundred four and 50/100 (604.50) feet, a central angle of 37° 33' 28" and an arc length of three hundred ninety-six and 25/100 (396.25) feet, to a point of tangency;

Thence continuing southwesterly, in the easterly line of Hopkins Hill Road, a distance of fifty-two and 01/100 (52.01) feet to a point of curvature;

Thence continuing southwesterly in the easterly line of Hopkins Hill Road, along the arc of a curve to the left of a radius of one thousand four hundred fifteen and 00/100 (1415.00) feet a central angle of 05° 07' 32" and an arc length of two hundred twenty-five and 37/100 (225.37) feet, to a point;

Thence turning an interior angle to the chord of 48° 08' 56" and running easterly, bounding southerly by land now or formerly of Catapult Realty, LLC a distance of one thousand one hundred seventy-five and 15/100 (1175.15) feet to a point;

Thence turning an interior angle of 178° 29' 14" and running easterly, bounding southerly by land now or formerly of Catapult Realty, LLC, a distance of one hundred forty-eight and 87/100 (148.87) feet to a point;

Thence turning an interior angle of 180° 17' 40" and running easterly, bounding southerly by land now or formerly of Catapult Realty, LLC, a distance of one hundred seven and 56/100 (107.56) feet to a point;

Thence turning an interior angle of 94° 34' 30" and running northerly, bounding easterly by land now or formerly of Catapult Realty, LLC, a distance of one hundred thirty-three and 76/100 (133.76) feet to a point;

Thence turning an interior angle of 179° 44' 18" and running northerly, bounding easterly by land now or formerly of Catapult Realty, LLC, a distance of four hundred eighty-two and 27/100 (482.27) feet to a point;

Thence turning an interior angle of 180° 53' 06" and running northerly, bounding easterly by land now or formerly of Catapult Realty, LLC, a distance of one hundred fifty-eight and 85/100 (158.85) feet to a point;

Thence turning an interior angle of 203° 51' 33" and running northeasterly, bounding southeasterly by land now or formerly of Catapult Realty, LLC, a distance of two hundred thirty-four and 31/100 (234.31) feet to a point;

Thence turning an interior angle of 181° 02' 19" and continuing northeasterly, bounding southeasterly by land now or formerly of Catapult Realty, LLC, a distance of three hundred twenty-nine and 49/100 (329.49) feet to a point;

Thence turning an interior angle of 146° 29' 40" and running northerly, bounding easterly by land now or formerly of RTL Trust, a distance of four hundred twenty-one and 76/100 feet (421.76) to the point of beginning. The last described course forming an interior angle of 89° 17' 57" with the first described course.

PARCEL II

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

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Beginning at the northwesterly corner of the herein described parcel, at a point in the southeasterly line of said Hopkins Hill Road, which point of beginning is also at the southwesterly corner of land now or formerly of Mary E. Beattie;

Thence running in a southeasterly direction a distance of one hundred fifty (150) feet to a corner;

Thence turning an interior angle of 257° 39' 05" and running northeasterly a distance of seventy-four (74) feet to a corner;

Thence turning an interior angle of 70° 52' 40" and running in a southeasterly direction a distance of fifty-eight (58) feet to a corner;

Thence turning an interior angle of 284° 13' 45" and running northeasterly a distance of one hundred sixteen (116) feet to land now or lately of Frank Del Bonis, said last four (4) courses being bounded northeasterly, northwesterly, northeasterly and northwesterly by land now or lately of Mary E. Beattie;

Thence turning an interior angle of 79° 49' 15" and running southeasterly a distance of seven and 10/100 (7.10) feet to a granite bound and to land now or lately of Frank Del Bonis;

Thence turning an interior angle of 227° 56' 00" and running easterly, bounded northerly by said Del Bonis land, a distance of two hundred thirty-three and 64/100 (233.64) feet to a corner;

Thence turning an interior angle of 60° 21' 20" and running southwesterly, bounded southeasterly by land now or lately of Domenick Vendresca and Pasquale DeLuca, a distance of seven hundred eleven and 83/100 (711.83) feet to land now or lately of Morris A. Offiler et ux;

Thence turning an interior angle of 107° 26' 25" and running northwesterly a distance of thirty-one and 35/100 (31.35) feet to a corner;

Thence turning an interior angle of 166° 22' 00" and continuing in a northwesterly direction a distance of one hundred nineteen and 76/100 (119.76) feet to a corner, the last two (2) courses being bounded southwesterly by land now or lately of Morris A. Offiler et ux;

Thence turning an interior angle 145° 55' 00" and running northwesterly a distance of one hundred twenty-one and 40/100 (121.40) feet to a stake in the ground;

Thence turning an interior angle of 172° 54' 00" and continuing in a northwesterly direction a distance of one hundred twelve and 07/100 (112.07) feet to a stone wall;

Thence turning an interior angle of 183° 54' 05" and continuing in a northwesterly direction a distance of forty-eight and 26/100 (48.26) feet, along said stone wall to a corner;

Thence turning an interior angle of 170° 34' 15" and continuing in a northwesterly direction a distance of forty-nine and 39/100 (49.39) feet, along said stone wall, to a drill hole;

Thence turning an interior angle of 177° 58' 35" and continuing in a northwesterly direction a distance of twenty-eight and 32/100 (28.32) feet to the southeasterly side of Hopkins Hill Road, the last five (5) courses being bounded southwesterly by land now or lately of Froward Development Company, Inc.;

Thence turning an interior angle of 132° 52' 45" and running northeasterly, along the southeasterly side of Hopkins Hill Road, a distance of two hundred sixteen and 01/100 (216.01) feet to the point and place of beginning, said last described course forming an interior angle of 101° 10' 50" with the first described course.

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PARCEL III

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

Beginning at the northwesterly corner of the herein described parcel of land, said point being the most northeasterly corner of land conveyed to Dona Realty Co. by deed dated May 4, 1972 and recorded in the Land Evidence Records of the said Town of Coventry in Deed Book 91 at Page 1030, which point of beginning is also located as follows:

Beginning at the northwest corner of land now or formerly of Dona Realty Co., at a point in the southeasterly line of Hopkins Hill Road, which point is a southwest corner of land now or formerly of Mary E. Beattie;

Thence running southeasterly one hundred fifty (150) feet;

Thence turning an interior angle of 257° 39' 05" and running northeasterly seventy-four (74) feet;

Thence turning an interior angle of 70° 52' 40" and running southeasterly fifty-eight (58) feet;

Thence turning an interior angle of 84° 13' 45" and running northeasterly one hundred sixteen (116) feet to land now or formerly of Frank Del Bonis, bounding northeasterly, northwesterly, northeasterly and northwesterly on the last four mentioned courses by land now or formerly of Mary E. Beattie;

Thence turning an interior angle of 79° 49' 15" and running southeasterly seven and 10/100 (7.10) feet to a granite bound;

Thence turning an interior angle of 227° 56' 00" and running easterly two hundred thirty-three and 64/100 (233.64) feet to the point and place of beginning of the herein described parcel of land;

Thence running easterly five hundred ninety-three and 47/100 (593.47) feet to a granite bound;

Thence turning and running northerly three hundred eighty-eight and 02/100 (388.02) feet to a granite bound at land now or formerly of DelBonis Sand & Gravel Co., bounded northerly and westerly on the last two mentioned courses by land of said Frank Del Bonis;

Thence turning an interior angle of 101° 36' 15" and running in a northeasterly direction, bounded northwesterly by land now or formerly said DelBonis Sand & Gravel Co., six hundred eighty and 72/100 (680.72) feet;

Thence turning an interior angle of 181° 28' 30" and continuing in a northeasterly direction, bounded northwesterly by land now or formerly of the Town of Coventry, two hundred eighty-five and 65/100 (285.65) feet;

Thence turning an interior angle of 136° 43' 40" and running southeasterly, bounded northeasterly partly by land now or formerly of the Town of Coventry, partly by land now or formerly of Kenneth P. Bowden, Jr. et ux and partly by land now or formerly of Robert C. Davidson, et ux, five hundred one and 30/100 (501.30) feet;

Thence turning an interior angle of 120° 38' 20" and running southerly, bounded easterly partly by land now or formerly of Robert C. Davidson, et ux, partly by land now or formerly of John V. Connelly, et ux, partly by land now or formerly of Benedetto Badessa et ux, partly by land now or formerly of Leo Lucas, et ux, partly by land now or formerly of Victor R. Pajak, et ux, partly by land now or formerly of John P. Chevalier, et ux, partly by land now or formerly of Albert C. Perry, Jr., et ux, partly by the westerly terminus of Tulip Road, as said Tulip Road is laid out on that plan entitled, "Replat of Subdivision No. 4 Central City, Owned by Green Bush Manor, Inc. June 1964 A.E. McGuinness Engr.", which plat is recorded in the Land Evidence Records of the Town of

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Coventry in Plat Book 6 at Page 24, partly by land now or formerly of Robert J. Julian, et ux, partly by land now or formerly of Vincent J. Rinaldi, et ux, and partly by land now or formerly of Jones D. Venckus, et ux, ten hundred thirteen and 98/100 (1,013.98) feet of a granite bound at land now or formerly of Catamore Enterprises, Inc.;

Thence turning an interior angle of 87° 23' 55" and running westerly ninety-eight and 21/100 (98.21) feet;

Thence turning an interior angle of 178° 41' 50" and continuing in a westerly direction two hundred six and 59/100 (206.59) feet;

Thence turning an interior angle of 174° 22' 10" and continuing in a westerly direction six hundred forty-four and 76/100 (644.76) feet to land now or formerly of A. Cardi Construction Co., Inc., bounded southerly on the last three mentioned courses by land now or formerly of said Catamore Enterprises, Inc.;

Thence turning an interior angle of 89° 17' 00" and running northerly, bounded westerly by said A. Cardi Construction Co., Inc. land fifty-three and 37/100 (53.37) feet to a stake;

Thence turning an interior angle of 285° 59' 30" and running westerly seven hundred sixty-nine and 24/100 (769.24) feet;

Thence turning an interior angle of 180° 31' 05" and continuing in a westerly direction to the northwesterly corner of land now or formerly of John L. Carlson, et ux, two hundred fifty-two and 41/100 (252.41) feet, bounded southerly on the last two mentioned courses by land now or formerly of A. Cardi Construction Co., Inc.;

Thence turning an interior angle of 183° 48' 45" and continuing in a westerly direction forty and 61/100 (40.61) feet;

Thence turning an interior angle of 169° 35' 30" and continuing in a westerly direction one hundred fourteen and 46/100 (114.46) feet to a granite bound, bounding southerly on the last two mentioned courses partly by land now or formerly of John L. Carleson, et ux, and partly by land now or formerly of Raymond J. Forget, et ux;

Thence turning an interior angle of 180° 00' 00" and running westerly, bounded southerly by land now or formerly of Elphege Pare, Jr., et ux, two hundred twenty-five (225) feet to the northwesterly corner of said Pare land;

Thence turning an interior angle of 60° 42' 35" and running northeasterly, bounded westerly by land now or formerly of Dona Realty Co., seven hundred eleven and 83/100 (711.83) feet to the point and place of beginning.

EXCEPTING THEREFROM the hereinabove described parcels any portion taken for highway purposes, but specifically INCLUDING Centre of New England Boulevard.

ALSO EXCEPTING THEREFROM the hereinabove described parcels those parcels conveyed in the following deeds:

(a) Deed from Commerce Park Properties, LLC to Commerce Park Associates I, LLC recorded with the records of Land Evidence in the Town of Coventry in Book 715 at Page 57.

(b) Deed from Commerce Park Properties, LLC to Commerce Park Associates 2, LLC recorded with the records of Land Evidence in the Town of Coventry in Book 715 at Page 97.

(c) Deed from Commerce Park Properties, LLC to Merstone IV Limited Partnership recorded with the records of Land Evidence in the Town of Coventry in Book 720 at Page 285.

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(d) Deed from Commerce Park Properties, LLC to Commerce Park Associates 10, LLC recorded with the records of Land Evidence in the Town of Coventry in Book 883 at Page 201.

(e) Deed from Commerce Park Properties, LLC to Commerce Park Associates 10, LLC recorded with the records of Land Evidence in the Town of Coventry in Book 1054 at Page 14.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) Deed from Commerce Park Properties, LLC to Commerce Park Associates 1, LLC recorded in Coventry in Book 747 at Page 257.

(k) The premises described in that certain Mortgage to Potomac Realty Capital recorded in Coventry in Book 1746 at Page 935.

(l) Mortgage from Commerce Park Properties, LLC to Kalikow Equity Properties, LTD to secure payment of \$1,500,000.00 dated June 7, 2000, recorded in Coventry in Book 888 at Page 23.

Meaning and intending to describe portions of Centre of New England Boulevard and Phase 8 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**

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 5 AL 12.
 - (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 - \$14,320,000.00 from Commerce Park Properties, LLC to HR2-A Limited Partnership dated as of August 1, 2000, and recorded in Coventry in Book 930 at Page 145, as amended in Coventry in Book 1101 at Page 315 and in Book 1657 at Page 113. 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. UCC-1 Financing Statement naming Commerce Park Properties, LLC as Debtor and HR4-A Limited Partnership as Secured Party recorded in Coventry in Book 930 at Page 190.
 - b. Mortgage - \$7,599,333.00 from Commerce Park Properties, LLC to HR4-A Limited Partnership dated as of August 1, 2000, and recorded in Coventry in Book 930 at Page 201, as amended.
 - c. Assignment of Leases and Rents from Commerce Park Properties, LLC to HR2-A Limited Partnership dated as of August 1, 2000 and recorded in Coventry in Book 930 at Page 171.
 - d. UCC-1 Financing Statement naming Commerce Park Properties, LLC as Debtor and HR4-A Limited Partnership recorded in Book 930 at Page 227.
 - e. Collateral Assignment of Development Agreements 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.
 - f. Collateral Assignment of Development Agreements in favor of HR4-A Limited Partnership 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.
 - g. Mortgage - \$4,300,000.00 by Commerce Park Properties, LLC to HR4-A Limited Partnership dated September 13, 2005 and recorded September 16, 2005 in Book 1689 at Page 35, as amended.
 - h. State of Rhode Island Tax Lien dated October 23, 2012 and recorded in Coventry November 1, 2012 in Book 1937 at Page 527.

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- i. 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 1825 at Page 735, as affected by Lis Pendens recorded in Book 1829 at Page 888. (AP 5 AL 17)
 - b. Notice of Intention to Do Work or Furnish Materials recorded in Book 1884 at Page 544, as affected by Lis Pendens recorded in Book 1886 at Page 935. (AP 13 AL 14, 14.1, 44)
 - c. Notice of Intention to do Work or Furnish Materials recorded in Book 1884 at Page 546, as affected by Lis Pendens recorded in Book 1886 at Page 933. (AP 6 AL3)
 - d. 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 5 AL 11, 12)
 - e. 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)
11. In order to insure access, provide the Company with 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.

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SCHEDULE B – SECTION 2 Exceptions

Commitment Number: **CPP7242012**

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. Rights of others in and to Bestwick Trail a/k/a the Fire Trail.
9. Terms, conditions, reservations, agreements and restrictions as may be contained in Easement from Philip Stanley Bestwick and Helen T. Bestwick to The Narragansett Electric Company recorded in Coventry in Book 45 at Page 417.
10. Terms, conditions, reservations, agreements and restrictions as may be contained in Easement to The Narragansett Electric Company recorded in Coventry in Book 46 at Page 365.
11. Terms, conditions, reservations, agreements and restrictions as may be contained in Easement to The Narragansett Electric Company recorded in Coventry in Book 97 at Page 70 and in Book 137 at Page 512. (as to Parcel 1)
12. Terms, conditions, reservations, agreements and restrictions as may be contained in Easement to The Narragansett Electric Company recorded in Coventry in Book 112 at Page 1087.
13. Any portion of the herein described parcels taken by condemnation for highway purposes by State of Rhode Island Department of Transportation Highway Plat No. 2131 recorded in Coventry in Book 214 at Page 625 and in Highway Map Book 3 at Pages 131-151
14. Permanent Guy Easement taken by State of Rhode Island Department of Transportation Highway Plat No. 2131 recorded in Coventry in Book 214 at Page 748.
15. Permanent Aerial Easement taken by the State of Rhode Island Department of Transportation Highway Plat No. 2131 recorded in Coventry in Book 214 at Page 767.
16. Terms, conditions, reservations, agreements and restrictions as may be contained in Easement recorded in Coventry in Book 650 at Page 66.

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17. 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.
18. 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 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.
19. Terms, conditions, reservations, agreements, and restrictions as may be contained in Common Area Maintenance Agreement by and among Commerce Park Properties, LLC, Commerce Park Realty, LLC and Merstone IV Limited Partnership recorded in Coventry in Book 720 at Page 289.
20. Terms, conditions, reservations, agreements, and restrictions as may be contained in Access Easement Agreement by and among Commerce Park Properties, LLC, Commerce Park Realty, LLC and Merstone IV Limited Partnership recorded in Coventry in Book 720 at Page 295.
21. Terms, conditions, reservations, easements and agreements as may be contained in Drainage Agreement by and among Commerce Park Properties, LLC, Commerce Park Realty, LLC and Merstone IV Limited Partnership recorded in Coventry in Book 720 at Page 307.
22. Terms, conditions, reservations, restrictions, easements and agreements as may be contained in Grant of Easement from Commerce Park Realty, LLC and Commerce Park Properties, LLC to The Narragansett Electric Company and New England Telephone and Telegraph Company recorded in Coventry in Book 732 at Page 59, in West Greenwich in Book 97 at Page 290 and in East Greenwich in Book 259 at Page 47.
23. Rights of others, public and/or private, in and to any portion of Centre of New England Boulevard in its former or present location.
24. Easement from Commerce Park Realty, LLC to New England Telephone and Telegraph Company dated September 8, 1998 and recorded in the Town of Coventry on September 15, 1998 at 12:53 p.m. in Book 731 at Page 167.
25. Landscaping Easement Agreement from Merstone IV, L.P. to Commerce Park Properties, LLC, Commerce Park Realty, LLC and Commerce Park Management, LLC dated June 3, 1999 and recorded in the Town of Coventry on June 4, 1999 at 2:52 p.m. in Book 805 at Page 19.
26. 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.
27. 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.
28. 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.
29. 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

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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.

30. 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.
31. 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.
32. Boulevard Access Agreement by and between Commerce Park Realty, LLC and Commerce Park Associates 3, LLC dated November 29, 2001 and recorded in the Town of West Greenwich on November 30, 2001 at 12:13 p.m. in Book 160 at Page 147 and in the Town of Coventry on November 30, 2001 at 1:03 p.m. in Book 1065 at Page 312.
33. Landscaping and Utility Easement Agreement I by and between Commerce Park Associates 3, LLC and Commerce Park Realty, LLC dated November 29, 2001 and recorded in the Town of West Greenwich on November 30, 2001 at 12:17 p.m. in Book 160 at Page 155 and in the Town of Coventry on November 30, 2001 at 1:04 p.m. in Book 1065 at Page 320.
34. Landscaping and Utility Easement Agreement II by and between Commerce Park Associates 3, LLC and Commerce Park Realty, LLC dated November 29, 2001 and recorded in the Town of West Greenwich on November 30, 2001 at 12:20 p.m. in Book 160 at Page 163 and in the Town of Coventry on November 30, 2001 at 1:05 p.m. in Book 1065 at Page 328.
35. 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.
36. 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.
37. 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.
38. 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 a.m. in the Town of Coventry in Book 1107 at Page 200 and February 12, 2001 at 1:09 p.m. in the Town of West Greenwich in Book 167 at Page 329.
39. Town of West Greenwich Town Council Resolution regarding Town Line Relocation dated May 9, 2001 and recorded in the Town of West Greenwich on August 7, 2001 at 3:01 p.m. in Book 151 at Page 53.
40. 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.
41. 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

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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.

42. 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.
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. 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.
46. 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.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.
52. Intentionally Deleted.
53. 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.
54. 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.
55. Planning Decision Record dated December 20, 2004 and recorded in Book 1657 at page 476.
56. Planning Decision Record dated December 20, 2004 and recorded in Book 1657 at page 481.

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57. 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.
58. 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.
59. Intentionally Deleted
60. Intentionally Deleted.
61. Intentionally Deleted.
62. 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.
63. 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.
64. 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.
65. Intentionally Deleted.
66. Easements and conditions on all recorded plans.
67. 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.
68. 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.
69. 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.
70. 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.
71. 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.

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72. 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.
73. 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.
74. 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.
75. 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.
76. 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.
77. Abutting CNE Real Estate Easement Agreement dated September 18, 2008 and recorded September 18, 2008 in Coventry in Book 1815 at Page 375.
78. 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.
79. 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.
80. 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.
81. Boulevard Access Easement Agreement by and between Commerce Park Realty, LLC and Potomac Realty Capital, LLC dated October 27, 2006 and recorded in Coventry in Book 1746 at Page 1004.
82. Landscaping and Utility Easement Agreement by and between Commerce Park Realty, LLC and Potomac Realty Capital, LLC dated October 27, 2006 and recorded in the Town of Coventry in Book 1747 at Page 1.
83. 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)
84. Hydrant Restriction recorded in the Town of Coventry on November 28, 2007 in Book 1790 at Page 590.
85. DEM Agreement recorded January 9, 2008 in Coventry in Book 1794 at Page 367.

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.