

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B E-MAIL CONTACT AT SUBMITTER (optional)
C SEND ACKNOWLEDGMENT TO (Name and Address) Wells Fargo Bank, National Association MAC 17408-01V 4101 Wiseman Blvd Bldg. 108, Floor 1 San Antonio, TX 78251 General Phone Number: 210 543 3015
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME North Attleboro Marketplace, L.L.C.				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c MAILING ADDRESS c/o Carpiolato Properties, Inc. 1414 Atwood Avenue		CITY Johnston	STATE RI	POSTAL CODE 02919
			COUNTRY USA	

2 DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3 SECURED PARTY'S NAME (or NAME of ASSIGNOR or ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Wells Fargo Bank, National Association				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c MAILING ADDRESS 4101 Wiseman Blvd., Bldg. 108, Floor 1, MAC 17408-01V, Attn: Loan Documentation		CITY Minneapolis	STATE MN	POSTAL CODE 55402
				COUNTRY USA

4 COLLATERAL This financing statement covers the following collateral:

All fixtures, personal property and other collateral described on Exhibit A attached hereto and incorporated herein by reference.

The applicable land is described on Schedule 1 attached hereto and incorporated herein by reference.

5 Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7 ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Borrower <input type="checkbox"/> Licensee/Licensor	

8 OPTIONAL FILER REFERENCE DATA
Rhode Island Secretary of State

EXHIBIT A TO UCC FINANCING STATEMENT
Collateral Description

Exhibit A to Uniform Commercial Code ("**UCC**") UCC Financing Statement (Form UCC1) ("**Financing Statement**"), naming **North Attleboro Marketplace, L.L.C.**, a Rhode Island limited liability company, as "**Debtor**", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "**Secured Party**".

COLLATERAL DESCRIPTION. The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "**Collateral**"):

All tools, machinery, furnishings, furniture and other equipment and fixtures, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether now owned or hereafter acquired by Debtor, wherever located, whether in the possession of Debtor or any other person and whether located on Debtor's property or elsewhere, including without limitation all security, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein, and all renewals thereof, including without limitation all of the foregoing now or hereafter affixed or to be affixed to, and whether or not severed and removed from, the real property described on Exhibit B attached hereto and incorporated herein by this reference or the improvements thereon (collectively, the "Collateral"); and

All proceeds thereof, including whatever is acquired when any of the Collateral or proceeds thereof are sold, leased, licensed, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including without limitation, (i) all rights to payment however evidenced, (ii) all goods returned by or repossessed from Debtor's customers, (iii) rights arising out of Collateral, (iv) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, (v) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral, (vi) returned insurance premiums, and (vii) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing.

SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT

DESCRIPTION OF PROPERTY

Schedule I to Exhibit A to Uniform Commercial Code ("UCC") Financing Statement (this "Financing Statement"), naming North Attleboro Marketplace, L.L.C., a Rhode Island limited liability company, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

Being those certain parcels of land lying and being in Bristol County, Massachusetts, and being more particularly described as follows:

1470 South Washington Street
North Attleborough, Massachusetts
AP: 27 AL: 145
AP: 68 AL: Lot 9 (Attleboro)

1360 South Washington Street
North Attleborough and Attleboro, Massachusetts
AP: 27 AL: 10 – North Attleborough
AP: 68 AL: 9A – Attleboro

1400 South Washington Street
North Attleborough, Massachusetts
AP: 27 AL: 144

PARCEL I - North Attleboro Marketplace, L L C

1470 South Washington Street
North Attleborough, MA AP: 27 Lot: 145
Attleboro, MA AP: 68 Lot: 9

That certain lot or parcel of land, with all the buildings and improvements thereon, situated in North Attleborough, and Attleboro, County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southwesterly corner on the easterly sideline of South Washington Street (U.S. Route 1) further described as P.O.B. Parcel I As shown on that Plan "ALTA/NSPS for North Attleboro Marketplace" situated on South Washington Street (Route 1) North Attleborough MA. dated November 23, 2016, prepared by Garofalo and Associates, Inc.;

Thence N 18°30'03" E along US Route 1 (South Washington Street) six hundred thirty-three and thirty-four hundredths (633.34) feet along Route 1 to a point;

Thence N 20°38'18" E ninety-five and eight hundredths (95.08) feet to a point;

Thence S 68°32'59" E along Lot 1C one hundred forty-six and eighty-six hundredths (146.86) feet to a point;

Thence S 37°33'18" E nineteen and no hundredths (19.00) feet to a point.

Thence S 69°21'42" E ninety-four and twenty-seven hundredths (94.27) feet to a point;

Thence S 37°33'18" E nineteen and eighty-nine hundredths (19.89) feet to a point;

Thence N 52°26'42" E forty-five and no hundredths (45.00) feet to a point;

Thence N 37°33'18" W twenty-two and fifty-four hundredths (22.54) feet to a point;

Thence N 41°54'39" E one hundred twenty-nine and eighty-nine hundredths (129.89) feet to a point;

Thence N 35°20'19" E forty-eight and seventy-seven hundredths (48.77) feet to a point;

Thence N 54°39'41" W three hundred nine and ninety-four hundredths (309.94) feet to a point;

Thence northeasterly on a curve to the right with a radius of eighty-one and no hundredths (81.00) feet and an arc length of thirty-two and seventy-seven hundredths (32.77) feet to a point;

Thence N 20°38'18" E eighty-five and no hundredths (85.00) feet to a point;

Thence N 07°40'39" W one hundred forty-five and forty-seven hundredths (145.47) feet to a point;

Thence S 54°39'41" E along Lot 1A one hundred eighty-three and fifty-five hundredths (183.55) feet to a point;

Thence S 35°20'19" W twenty-eight and ninety hundredths (28.90) feet to a point;

Thence S 54°39'41" E five hundred seventy-two and eighty-two hundredths (572.82) feet to a point;

Thence S 07°02'25" E one hundred three and twenty-four hundredths (103.24) feet to a point;

Thence S 35°20'19" W one hundred thirty-six and forty-one hundredths (136.41) feet to a point;

Thence S 49°46'57" E one hundred forty-nine and sixty-four hundredths (149.64) feet to a point on the Attleboro and North Attleborough Town Line;

Thence N 52°32'54" E along the North Attleborough and Attleboro Town Line forty-five and 20/100 (45.20') feet to a point;

Thence S 49°38'05" E three hundred twenty-eight and 84/100 (328 84') feet to a point;

Thence S 62°09'04" W a distance of three hundred seventy-eight and twenty-two hundredths (378 22') feet by land now or formerly of Roy and Ralph Schlenker to a point;

Thence S 62°01'31" W a distance of two hundred forty and seventy-four hundredths (240.74) feet by said land to a point;

Thence S 60°55'11" W a distance of one hundred one and fifty-two hundredths (101.52) feet by said land to a point.

Thence S 59°40'59" W a distance of one hundred sixty-nine and fifty-nine hundredths (169.59) feet by said land to a point;

Thence S 59°55'05" W a distance of two hundred seventy and three hundredths (270.03) feet by said land to a point;

Thence S 56°05'40" W a distance of one hundred three and ninety-eight hundredths (103.98') feet by said land to a point on the stonewall;

Thence N 30°07'34" W a distance of one hundred forty-two and ninety-six hundredths (142.96) feet along northerly line of land now or formerly of Double 9 Property IV, LLC;

Thence continuing N 30°07'34" W three hundred forty and ninety-eight hundredths (340.98) feet to the point of beginning.

Said Parcel contains 972,537 square feet or 22.33 acres.

Together with the benefit of and subject to the burden of the Easements with Covenants and Restrictions Affecting Land by and between Wal-Mart Stores, Inc. and Alfred Carpionato recorded with the Bristol County Northern District Registry of Deeds in Book 6267 at Page 179; as affected by Amendment to Easements with Covenants and Restrictions Affecting Land recorded in Book 9630 at Page 342; as affected by Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust, North Attleboro Marketplace, L.L.C. and North Attleboro Marketplace II, LLC. and North Attleboro Marketplace III, LLC dated September 23, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17690 at Page 1.

Together with the benefit of and subject to the burden of the Reciprocal Easement Agreement by and between Alfred Carpionato and North Attleboro Marketplace, L.L.C. dated November 20, 1996 and recorded in Book 6957 at Page 217 with the Bristol County Northern District Registry of Deeds; as affected by Amendment to Reciprocal Easement Agreement dated May 11, 2001 and recorded in Book 9630 at Page 333.

Together with the benefit of and subject to the burden of Easement Agreement by and between John E. Case III, Pearl D. Case, and John E. Case, Jr. and North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, North Attleboro Marketplace III, LLC. and recorded in the Bristol County Northern District Registry of Deeds on March 29, 2001 at 12:58 PM in Book 9306 at Page 112.

Together with the benefit of the Amended and Restated Private Sewer Tie-In Agreement by and between North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, North Attleboro Marketplace III, LLC and Wal-Mart Real Estate Business Trust dated September 23, 2008 and recorded in Book 17690 at Page 101 of the Bristol County Northern District Registry of Deeds.

Together with the benefit of the Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, and North Attleboro Marketplace III, LLC recorded with the Bristol County Northern District Registry of Deeds in Book 8757 at Page 145; as affected by Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust, North Attleboro Marketplace, L.L.C. and North Attleboro Marketplace II, LLC and North Attleboro Marketplace III, LLC dated September 23, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17690 at Page 1.

PARCEL II - North Attleboro Marketplace II, LLC

1360 South Washington Street
North Attleborough and Attleboro, MA
AP: 27 Lot: 10 - North Attleborough
AP: 68 Lot: 9A - Attleboro

A certain parcel of land situated on the easterly side of South Washington Street-U.S. Route 1, south of Allen Avenue East and north of Cumberland Avenue, located in the City of Attleboro and in the Town of North Attleborough;

Beginning at a point on the easterly sideline of South Washington Street-U.S. Route 1, also known as Boston-Providence Turnpike, said point being fifty-five and zero hundredths feet (55.00') left and opposite baseline station 108+94.34 on the layout of 1930 No. 2700 in the Town of North Attleborough, further described as P.O.B. Parcel II As shown on that Plan "ALTA/NSPS for North Attleboro Marketplace" situated on South Washington Street (Route 1) North Attleborough MA, dated November 23, 2016, prepared by Garofalo and Associates, Inc.;

Thence running N 20° 38' 18" E a distance of three hundred forty and eleven hundredths feet (340.11') to a point of curvature;

Thence running northeasterly and curving to the left along the arc of a curve having a radius of one thousand two hundred ninety-five and zero hundredths feet (1,295.00'), a length of two hundred fifteen and eighty-five hundredths feet (215.85'), a delta angle of 9°33'00" and a chord bearing and distance of N 15° 51' 48" E, two hundred fifteen and sixty hundredths feet (215.60') to a point;

Thence running N 11° 05' 18" E a distance of sixty and sixty-three hundredths feet (60.63') to a point, the previous three (3) courses abutting the easterly sideline of South Washington Street;

Thence running N 78° 43' 18" E a distance of two hundred forty-eight and seventy-eight hundredths feet (248.78') to a point;

Thence running N 03° 28' 15" W a distance of fifty-four and twenty hundredths feet (54.20') to a point, the previous two (2) courses abutting land now or formerly of John E. Case, III, John E. Case, Jr. and Pearl D. Case;

Thence running N 61° 04' 37" E a distance of three hundred seventy-nine and ninety-four hundredths feet (379.94') to a point;

Thence running N 17° 40' 56" E a distance of one hundred thirty-two and twenty-five hundredths feet (132.25') to a point;

Thence running S 72° 08' 35" E a distance of seventy-six and sixty-four hundredths feet (76.64') to a point;

Thence running N 11° 19' 01" E a distance of three hundred fifteen and eighty-one hundredths feet (315.81') to a point;

Thence running N 08° 57' 36" E a distance of three hundred sixty-nine and eighty hundredths feet (369.80') to a point of curvature;

Thence running northwesterly and curving to the left along the arc of a curve having a radius of twenty-five and zero hundredths feet (25.00'), a length of twenty-one and forty hundredths feet (21.40'), a delta angle of 49° 02' 07" and a chord bearing and distance of N 15° 33' 27" W, twenty and seventy five hundredths feet (20.75') to a point of curvature, being non-tangent, on the southerly sideline of Allen Avenue East, the previous six (6) courses abutting land now or formerly of Sam Realty Trust;

Thence running northeasterly and curving to the left along the arc of a curve having a radius of eight hundred twenty-five and zero hundredths feet (825.00'), a length of twenty-seven and twenty-eight hundredths feet (27.28'), a delta angle of 1° 53' 40" and a chord bearing and distance of N 84° 16' 31" E, 27.28' to a point;

Thence running N 83° 19' 41" E a distance of fifty-four and twenty-eight hundredths feet (54.28') to a point of curvature;

Thence running southeasterly and curving to the right along the arc of a curve having a radius of seven

hundred seventy-five and zero hundredths feet (775.00') a length of one hundred eighty-five and twenty-seven hundredths feet (185.27'), a delta angle of 13° 41' 50" and a chord bearing and distance of S 89° 49' 24" E, one hundred eighty four and eighty-three hundredths feet (184.83') to a point;

Thence running S 82° 58' 29" E a distance of seventy-six and forty-four hundredths feet (76.44') to a point;

Thence running N 09° 54' 21" E a distance of seven and thirty-five hundredths feet (7.35') to a point;

Thence running S 83° 07' 23" E a distance of one hundred fifty-eight and twenty-two hundredths feet (158.22') to a point;

Thence running S 65° 42' 15" E a distance of forty-one and sixteen hundredths feet (41.16') to a point, the previous seven (7) courses abutting the southerly sideline of Allen Avenue East;

Thence running S 11° 24' 21" W a distance of one hundred nineteen and nineteen hundredths feet (119.19') to a point;

Thence running N 89° 39' 21" E a distance of two hundred seventy-five and zero hundredths feet (275.00') to a point on the southerly sideline of Allen Avenue, the previous two courses abutting land now or formerly of Robert K. and Helen K. Coolidge;

Thence running S 66° 12' 12" E a distance of one hundred eighty-six and fifteen hundredths feet (186.15'), said course abutting the southerly sideline of Allen Avenue;

Thence running S 82° 19' 35" W a distance of two hundred twenty-three and eight hundredths feet (223.08') to a stone wall, said course abutting land now or formerly of John and Shirley A. Keenan;

Thence running S 24° 36' 25" E a distance of four hundred twenty-nine and seventy-five hundredths feet (429.75') to a drill hole in a concrete bound found, said course abutting lands now or formerly of John and Shirley A. Keenan, Alfred L. and Deborah G. Foley, and Henry E. and Carolyn E. Chretien;

Thence running S 23° 20' 56" E a distance of seventy-three and forty-nine hundredths feet (73.49') to a drill hole in a stone bound found, said course abutting land now or formerly of Henry E. and Carolyn E. Chretien;

Thence running S 05° 10' 26" W a distance of eighty and zero hundredths feet (80.00') to a point;

Thence running S 88° 50' 09" E a distance of thirty-six and sixty-six hundredths feet (36.66') to a point, the previous two (2) courses abutting land now or formerly of Robert A. and Solange V. Benoit;

Thence running S 01° 09' 57" W a distance of eighty-five and zero hundredths feet (85.00') to a point;

Thence running S 88° 50' 03" E a distance of one hundred forty-five and zero hundredths feet (145.00') to a point;

Thence running S 72° 39' 57" E a distance of one hundred twenty-three and forty-four hundredths feet (123.44') to a point;

Thence running N 82° 47' 03" E a distance of sixty and zero hundredths feet (60.00') to a point on the westerly sideline of Old Post Road, the previous four (4) courses abutting land now or formerly of Susan E. and Scott R. Winship;

Thence running S 15° 05' 25" E a distance of one hundred seventy-three and nineteen hundredths feet (173.19') to a point, said course abutting the westerly side of Old Post Road;

Thence running S 73° 33' 32" W a distance of five hundred fifteen and fifteen hundredths feet (515.15') to a stake and nail found;

Thence running S 16° 16' 05" W a distance of one hundred sixty and eighty-three hundredths feet (160.83') to a steel fence post found;

Thence running N 80° 59' 44" E a distance of three hundred seventeen and ninety-six hundredths feet (317.96') to a point on the Attleboro-North Attleborough Town Line, the previous three (3) courses abutting land now or formerly of Richard C. and Barbara E. Puccio;

Thence running S 52° 32' 54" W a distance of one thousand one hundred twenty-two and zero hundredths feet (1,122.00') to a point, said course being on the Attleboro-North Attleborough Town Line and abutting lands now or formerly of Anthony J. and Annie C. Rando, and Alan G. and Tracie L. Gaouette and being in the City of Attleboro;

Thence running S 01° 20' 59" W a distance of two hundred fifty and zero hundredths feet (250.00') to a point, said course abutting land now or formerly of Alan G. and Tracie L. Gaouette;

Thence running S 46° 07' 50" W a distance of three hundred eighty and zero hundredths feet (380.00') to a point, said course abutting lands now or formerly of Phyllis and Veronica Michalik, and Frank J. and Gladys M. Hammer;

Thence running S 05° 50' 56" E a distance of one hundred one and fifty hundredths feet (101.50') to a point;

Thence running S 62° 09' 04" W a distance of thirteen and 86/100 (13.86') feet to a point;

Thence N 49°-38'-05" W three hundred twenty eight and 84/100 (328.84') feet to a point;

Thence S 52°-32'-54" W along the North Attleborough and Attleboro Town Line forty five and 20/100 (45.20') feet to a point;

Thence N 49°-46'-57" W One hundred fifty-two and seven hundredths (152.07) feet to a point;

Thence N 35°-20'-19" E One hundred thirty-six and forty-one hundredths (136.41) feet to a point;

Thence N 07°-02'-25" W One hundred three and twenty-four hundredths (103.24) feet to a point;

Thence N 54°-39'-41" W Five hundred seventy-two and eighty-two hundredths (572.82) feet to a point;

Thence N 35°-20'-19" E Twenty-eight and ninety hundredths (28.90) feet to a point;

Thence N 54°-39'-41" W one hundred eighty-three and fifty-five hundredths (183.55) feet to the point of beginning.

Said Parcel contains 2,928,893 square feet or 67.24 acres.

Together with the benefit of and subject to the burden of the Easements with Covenants and Restrictions Affecting Land by and between Wal-Mart Stores, Inc. and Alfred Carpionato recorded with the Bristol County Northern District Registry of Deeds in Book 6267 at Page 179; as affected by Amendment to Easements with Covenants and Restrictions Affecting Land recorded in Book 9630 at Page 342; as affected by Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust, North Attleboro Marketplace, L.L.C. and North Attleboro Marketplace II, LLC and North Attleboro Marketplace III, LLC dated September 23, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17690 at Page 1.

Together with the benefit of and subject to the burden of the Reciprocal Easement Agreement by and between Alfred Carpiionato and North Attleboro Marketplace, L.L.C. dated November 20, 1996 and recorded in Book 6957 at Page 217 with the Bristol County Northern District Registry of Deeds; as affected by Amendment to Reciprocal Easement Agreement dated May 11, 2001 and recorded in Book 9630 at Page 333.

Together with the benefit of and subject to the burden of Easement Agreement by and between John E Case III, Pearl D. Case, and John E. Case, Jr. and North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, North Attleboro Marketplace III, LLC, and recorded in the Bristol County Northern District Registry of Deeds on March 29, 2001 at 12:58 PM in Book 9306 at Page 112.

Together with the benefit of the Amended and Restated Private Sewer Tie-In Agreement by and between North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, North Attleboro Marketplace III, LLC and Wal-Mart Real Estate Business Trust dated September 23, 2008 and recorded in Book 17690 at Page 101 of the Bristol County Northern District Registry of Deeds.

Together with the benefit of the Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC. and North Attleboro Marketplace III, LLC recorded with the Bristol County Northern District Registry of Deeds in Book 8757 at Page 145; as affected by Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust, North Attleboro Marketplace, L.L.C. and North Attleboro Marketplace II, LLC and North Attleboro Marketplace III, LLC dated September 23, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17690 at Page 1

PARCEL III - North Attleboro Marketplace III, LLC

1400 South Washington Street
North Attleborough MA AP: 27 Lot: 144

A certain parcel of land situated in the Commonwealth Of Massachusetts, Bristol County, Town Of North Attleborough, bounded and described as follows:

Beginning at a point on the easterly street line of South Washington Street (Massachusetts State Highway Route 1) at the southwesterly corner of the herein described premises, further described as P.O.B. Parcel III As shown on that Plan "ALTA/NSPS for North Attleboro Marketplace" situated on South Washington Street (Route 1) North Attleborough MA. dated November 23, 2016, prepared by Garofalo and Associates, Inc.;

Thence S 68°-32'-59" E one hundred forty-six and eighty-six hundredths (146.86) feet to a point;

Thence S 37°-33'-18" E Nineteen and no hundredths (19.00) feet to a point;

Thence S 69°-21'-42" E Ninety-four and twenty-seven hundredths (94.27) feet to a point;

Thence S 37°-33'-18" E Nineteen and eighty-nine hundredths (19.89) feet to a point;

Thence N 52°-26'-42" E Forty-five and no hundredths (45.00) feet to a point;

Thence 37°-33'-18" W Twenty-two and fifty-four hundredths (22.54) feet to a point;

Thence N 41°-54'-39" E One hundred twenty-nine and eighty-nine hundredths (129.89) feet to a point;

Thence N 35°-20'-19" E Forty-eight and seventy-seven hundredths (48.77) feet to a point;

Thence N 54°-39'-41" W Three hundred nine and ninety-four hundredths (309.94) feet to a point;

Thence southwesterly on a curve to the left with a radius of eighty-one and no hundredths (81.00) feet and an arc length of eighty-two and forty-two hundredths (82.42') feet to a point;

Thence S 20°-38'-18" W along the easterly line of South Washington Street (U.S. Route 1) two hundred five and forty nine hundredths (205.49') feet to the point of beginning.

Said Parcel contains 76,162 square feet or 1.75 acres.

Together with the benefit of and subject to the burden of the Easements with Covenants and Restrictions Affecting Land by and between Wal-Mart Stores, Inc. and Alfred Carpionato recorded with the Bristol County Northern District Registry of Deeds in Book 6267 at Page 179; as affected by Amendment to Easements with Covenants and Restrictions Affecting Land recorded in Book 9630 at Page 342; as affected by Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust, North Attleboro Marketplace, L.L.C. and North Attleboro Marketplace II, LLC and North Attleboro Marketplace III, LLC dated September 23, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17690 at Page 1.

Together with the benefit of and subject to the burden of the Reciprocal Easement Agreement by and between Alfred Carpionato and North Attleboro Marketplace, L.L.C. dated November 20, 1996 and recorded in Book 6957 at Page 217 with the Bristol County Northern District Registry of Deeds; as affected by Amendment to Reciprocal Easement Agreement dated May 11, 2001 and recorded in Book 9630 at Page 333.

Together with the benefit of and subject to the burden of Easement Agreement by and between John E. Case III, Pearl D. Case, and John E. Case, Jr. and North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, North Attleboro Marketplace III, LLC, and recorded in the Bristol County Northern District Registry of Deeds on March 29, 2001 at 12:58 PM in Book 9306 at Page 112.

Together with the benefit of the Amended and Restated Private Sewer Tie-In Agreement by and between North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, North Attleboro Marketplace III, LLC and Wal-Mart Real Estate Business Trust dated September 23, 2008 and recorded in Book 17690 at Page 101 of the Bristol County Northern District Registry of Deeds

Together with the benefit of the Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., North Attleboro Marketplace, L.L.C., North Attleboro Marketplace II, LLC, and North Attleboro Marketplace III, LLC recorded with the Bristol County Northern District Registry of Deeds in Book 8757 at Page 145; as affected by Easements with Covenants and Restrictions Affecting Land by and between Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust, North Attleboro Marketplace, L.L.C. and North Attleboro Marketplace II, LLC and North Attleboro Marketplace III, LLC dated September 23, 2008 and recorded with the Bristol County Northern District Registry of Deeds in Book 17690 at Page 1.