

RELEASE DEED

THE BOSTON AND MAINE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (hereinafter referred to as the "Grantor") in consideration of Fifteen Thousand (\$15,000.00) Dollars paid to it by FACEMATE CORPORATION, a Massachusetts corporation having an address of 5 West Main Street, Chicopee, Massachusetts, AS NOMINEE OF C.I.P. CORPORATION, a Massachusetts corporation (hereinafter referred to as the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, fixtures and improvements thereon, if any, situated in Chicopee, Hampden County, Massachusetts (hereinafter referred to as the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is made subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise over any remaining land or location of the Grantor.
2. The Grantor hereby reserves to itself, its successors, assigns, affiliates and licensees, a permanent right of way, license and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (hereinafter referred to as the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to confirm and acknowledge title to the Telecommunications Easement in the Grantor.

WEST MAIN ST.
CHICOPEE, MA

3. Th
ra
bu
ba
or
to
to
from
nin
sub
such
reas
Offi
of
Dece
coun
peri
Prem
peri
Grant
Grant

4. Ther
adve
Prem
Furth
of t
remov
from

5. By t
consi
any
liabi
under
cross
descr
Premi

6. By t
consi
agree
Grant
direc
again
expen
occas
and/
admin
remed
threa

A corporation duly organized under the laws of the State of North Carolina, and its principal office is located at 5 West Main Street, Raleigh, North Carolina. It is organized for the purpose of operating and maintaining the premises hereinafter described, and it is authorized to acquire, hold, lease, license, and otherwise dispose of real and personal property, and to execute, acknowledge and record any instrument necessary for the carrying out of its purposes, and to do all things which a corporation is authorized to do by law. The Grantor hereby certifies that the facts herein stated are true and correct to the best of his knowledge and belief, and that the premises hereinafter described are his property, and that he has the right to convey the same.

3. There is excepted from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast), and/or related equipment located in whole or in part within the Premises (hereinafter referred to as the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of such Trackage. Days during the months of December, January, February and March shall not be counted or included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. There is excepted from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to remove them from the Premises within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee covenants and agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person

and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (hereinafter referred to as the "Fences"), if such Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. If the Grantee fails to install, maintain, repair or replace the Fences within sixty (60) days after having been requested or ordered to do so by the said Principal Engineering Officer of the Grantor, then the Grantor shall have the right to so install, maintain, repair or replace the Fences. The Grantee further covenants and agrees that, upon the rendering of a bill for the expense of such installation, maintenance, repair or replacement of the Fences, the Grantee shall pay said bill in full within thirty (30) days from the date of receiving it. The Grantee further covenants and agrees that if said bill is not paid within thirty (30) days, it shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the previous balance after deducting any current payment. If said finance charge is not lawful, then the finance charge shall then be the highest lawful amount which does not exceed said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill (and finance charges, if applicable) the Grantee shall pay all Grantor's costs of collection, including reasonable attorneys' fees and expenses.
8. This conveyance is subject to the following restrictions for the benefit of other land or location of the Grantor, to wit: that from the date of this deed, the Grantor shall not be liable to the

9.
t
E
a
u
G
nc
in
on
lin
the
cul
rew
Par
inde
agai
incl
all
inju
attri
respe

10. There
overh
commu
withi
is su
any su
enter
mainta
such f

11. Whenev
not on
but al
the te
COMPO
grante

12. The se
agreem
consid
bindin

Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.


- 9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee further covenants and agrees not to permit or allow, either directly or indirectly, any drainage to flow from the Premises onto other land or location of the Grantor (including, but not limited to, flowing drainage from the Premises into or to existing drainage ditches or culverts located either in part or entirely upon remaining land and location of the Grantor). Furthermore, the Grantee covenants and agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of these covenants in respect to drainage.
- 10. There is excepted from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor and its licensees to use any such facilities in their present locations and to enter upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
- 11. Whenever used in this deed, the term "Grantor" shall not only refer to the BOSTON AND MAINE CORPORATION, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to FACEMATE CORPORATION, but also its successors, assigns and grantees, as the case may be.
- 12. The several reservations, conditions, covenants and agreements contained in this deed are to be considered as running with the land and are to be binding upon the Grantee forever.

...ment of: (a) any
 ...rains or substances
 ...the Premises in
 ...Law or statute
 ...the Comprehensive
 ...and Liability
 ...of 1952, as
 ...damage to real or
 ...ources and or harm or
 ...resulted from such
 ...materials or substances.

...s deed and as part
 ...hereby covenants
 ...MAINTAIN FENCES
 ...space), suitable to the
 ...of the Grantor, along
 ...which are common to
 ...of the Grantor
 ...the "Fences", if such
 ...the sole and reasonable
 ...Engineering Officer. If
 ...maintain, repair or
 ...sixty (60) days after
 ...to do so by the said
 ...of the Grantor, then
 ...to be so installed
 ...the Fences. The Grantee
 ...that, upon the rendering
 ...of such installation,
 ...of the Fences, the
 ...of full value shall
 ...The Grantee
 ...of said bill as set
 ...it shall become subject
 ...at a periodic rate of
 ...the previous balance after
 ...payment. If said finance
 ...the finance charge shall
 ...which does not
 ...charge. If the Grantee,
 ...fails to pay said bill
 ...applicable, the Grantee
 ...costs of collection,
 ...and expenses.

...subject to the following
 ...of other land or
 ...that from the date
 ...shall not be liable to the

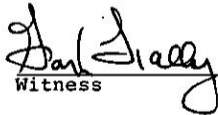
IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this 4th day of JANUARY, 1990.


Witness
Joseph BYRNE CANNON

BOSTON AND MAINE CORPORATION

By: David A. Fink
David A. Fink, President

The Grantee hereby accepts and agrees to become bound by the several reservations, conditions, covenants and agreements contained in this release deed.


Witness

FACEMATE CORPORATION

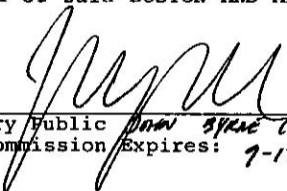
By: Gilbert A. Barrett, Jr.
Gilbert A. Barrett, Jr., Vice-President
and Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 4, ~~1989~~ ¹⁹⁹⁰

Then personally appeared the above-named David A. Fink, the President of the BOSTON AND MAINE CORPORATION and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said BOSTON AND MAINE CORPORATION, before me.


Notary Public Joseph Byrne Cannon
My Commission Expires: 7-12-90

Hampden,
Then P
Vice-President and C.
foregoing
the free a
ne.

DEEDS
11/18/90
TAK
CHK
56782300
EXCISE

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

December 29, 1989

Then personally appeared GILBERT A. BARRETT, JR., the Vice-President and C.E.O. of FACEMATE CORPORATION and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of said FACEMATE CORPORATION, before me.

Gary L. Fialky
Notary Public: GARY L. FIALKY
My Commission Expires: 8/23/96

DEEDS REG 12
HAMPDEN

01/08/90

DMC
TAX 68.40
CHCK 68.40

5670A308 11:57
EXCISE TAX

FACEMATE CORPORATION
and its name and
by David A. Fink, its
a day of

FACEMATE CORPORATION
1989
David A. Fink, President

express to become bound by
conditions, covenants and
and

FACEMATE CORPORATION
Gilbert A. Barrett, Jr.
Gilbert A. Barrett, Jr., Vice-President
and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS
I, the undersigned David A. Fink,
of and FACEMATE CORPORATION and
do hereby certify that the foregoing act
and deed of said FACEMATE CORPORATION and

Gary L. Fialky
Notary Public
Commission Expires: 8-23-96

EXHIBIT A

A certain line of railroad of varying width, including all the fixtures and improvements thereon, known as the "Chicopee Falls Branch", located in Chicopee, Hampden County, Massachusetts (the "Line"). The Line is described on unrecorded federal valuation plans as lying on valuation section 42.2, maps 1, 2 and 3 between station points 208+20 and 282+52 along the centerline of the railroad tracks on said Line. The Line contains two parcels, extending a distance of approximately 7,432 feet and is more particularly described as follows:

PARCEL I.

Beginning at said station point 208+20, which is approximately 170 feet east of the easterly sideline of Grape Street in said Chicopee, thence running north to a point approximately 40 feet south of the south bank of the Chicopee River, thence turning and running in a generally southerly and easterly direction parallel to, and approximately 40 feet south of, said southerly bank of the Chicopee River a distance of approximately 320 feet to a point, thence turning and running in a generally northerly direction to said south bank of the Chicopee River, thence continuing generally south, east and north along said south bank of the Chicopee River to the point of intersection therewith with land now or formerly of U.S. Rubber Co., thence continuing by said land of U.S. Rubber Co. to Oak Street, thence turning and running east along the southerly sideline of said Oak Street a distance of approximately 80 feet to other land now or formerly of U.S. Rubber Co., thence turning and running generally south, west and north in various courses by said other land of U.S. Rubber Co. and by land now or formerly of J. Hafey, Burtworth Carpet Company, Darcy Pie Company, City of Chicopee (Chicopee Power Station, Manual Training School and Chicopee High School), G. Blaisdell, Richard Crowin, Starzyk, Murphy, Ludden, J. Devan, Ryan Estate, City of Chicopee, Kinna Heirs, and others, to a point 25 feet south of said station point 208+20, thence turning and running approximately 25 feet north to said station point 208+20, and the place of beginning.

Meaning and intending to convey all the Grantor's right, title and interest in Parcel I of said Line as acquired by virtue of the following instruments (running successively south, east and north towards Oak Street):

- (1) Deed of Merrick Murphy dated May 29, 1846 and recorded with the Hampden Registry of Deeds at Book 132, Page 154;
- (2) Deed of John Chase dated February 8, 1847 and recorded with said Deeds at Book 132, Page 498;

(3) Col
Cou
Cha

(4) Conde
Cour
John

(5) Conde
Cour
Charl

(6) Deed
record

(7) County
against
the Cou
1846;

(8) Deed of
recorde

(9) Deed of
with sa

(10) Deed of
with sa

(11) Condemna
Courts fo
Chicopee

PARCEL II

Beginning at t
Chicopee at the p
or formerly of Ch
approximately 25
said northerly si
point 273+56.5,
direction along s
distance of approx
and running in a
of the Grantor a
point, thence tur
direction along We
of approximately
west of the poin
sideline of West
Oak Street, then
westerly direction
Street to the poin

- (3) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Charles McClellan;
- (4) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against John Chase;
- (5) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Charles McClellan;
- (6) Deed of George Rumrill dated July 3, 1846 and recorded with said Deeds at Book 132, Page 201;
- (7) County Commissioner's Decree dated May 20, 1846 against Erastus Taylor, as filed with the records of the County Commissions of Hampden County, April Term 1846;
- (8) Deed of Erastus Taylor dated August 8, 1846 and recorded with said Deeds at Book 132, Page 276;
- (9) Deed of Delia Towne dated July 29, 1846 and recorded with said Deeds at Book 132, Page 234;
- (10) Deed of Daniel Warren dated July 3, 1846 and recorded with said Deeds at Book 132, Page 228; and
- (11) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Chicopee Manufacturing Co.

PARCEL II

Beginning at the northerly sideline of Oak Street in said Chicopee at the point of intersection thereof with land now or formerly of Chicopee Manufacturing Co., said point being approximately 25 feet west of the point of intersection of said northerly sideline of Oak Street and centerline station point 273+56.5, thence running in a generally northerly direction along said land of Chicopee Manufacturing Co. a distance of approximately 896 feet to a point, thence turning and running in a generally easterly direction by other land of the Grantor a distance of approximately 40 feet to a point, thence turning and running in a generally southerly direction along West Main Street in said Chicopee a distance of approximately 896 feet to a point approximately 30 feet west of the point of intersection between the easterly sideline of West Main Street and the northerly sideline of Oak Street, thence turning and running in a generally westerly direction along the northerly sideline of said Oak Street to the point of beginning.

which, including
 area, known as the
 area, Hampden County,
 is described on
 lying on valuation
 station points 200+20
 the railroad tracks on
 parcels, extending a
 feet and is more

200+20, which is
 northerly sideline of Grape
 running north to a point
 west bank of the Chicopee
 is a generally southerly
 and approximately 40
 of the Chicopee River a
 to a point, thence
 northerly direction to
 River, thence containing
 said north bank of the
 intersection therewith with
 Co., thence continuing by
 Oak Street, thence turning
 northerly sideline of said Oak
 40 feet to other land now
 thence turning and running
 in various courses by said
 by land now or formerly of
 by Harry Fox Company, City
 Mass. Normal Training School,
 Richard Brown,
 City of
 to a point 25 feet south
 thence turning and running
 station point 200+20, and

all the Grantor's right,
 said land as acquired by
 successively
 Street:
 dated May 29, 1846 and
 Registry of Deeds at Book
 dated February 8, 1847 and
 at Book 132, Page 298;

Meaning and intending to convey all the Grantor's right, title and interest in Parcel II of said Line as acquired by virtue of the following instruments:

- (1) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against Chicopee Manufacturing Co.; and
- (2) Condemnation by Location filed with the Clerk of Courts for Hampden County on March 27, 1847 against the Town of Springfield.

Also including a right to cross Oak Street acquired by Condemnation by Location dated March 27, 1847 against the Town of Springfield.

Parcel I contains approximately 1,139,290 square feet, more or less and Parcel II contains approximately 40,383 square feet, more or less.

The Line is conveyed subject to all rights, conveyances, covenants, easements or encumbrances, if any, and with the benefit of all rights, covenants and easements appurtenant thereto, if any.

This Deed creates no new boundaries.

I, David
presently a
Corporation
following v
Corporation
Corporation

VOTED:

I further
assented or re
of the date he

WITNESS my
11th day of De

BOSTON AND MAINE CORPORATION
Assistant Secretary's Certificate

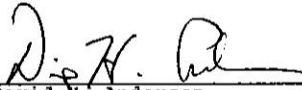
December 11, 1989

I, David H. Anderson, being the duly elected and presently serving Secretary of the Boston and Maine Corporation (the "Corporation"), do hereby certify that the following vote was duly adopted by the directors of the Corporation at a meeting of the Board of Directors of the Corporation held on October 22, 1988:

VOTED: That David A. Fink, President of the Corporation, in connection with sales of parcels of real estate of the Corporation with purchase prices of less than one hundred thousand dollars (\$100,000.00), is hereby authorized, empowered and directed, on behalf of and in the name of the Corporation, to execute, seal and deliver such agreements of sale, deeds, certificates or instruments and to take such other action as he may deem necessary, appropriate or convenient to sell such parcels, consummate such transactions, and effect the purposes of this vote.

I further certify that such vote has not been altered, amended or rescinded and remains in full force and effect as of the date hereof.

WITNESS my hand and seal of the Corporation as of this 11th day of December, 1989.



David H. Anderson,
Assistant Secretary





The Commonwealth of Massachusetts

Executive Office of Transportation & Construction

Office of the Secretary

10 Park Plaza, Room 3510

Boston, MA 02116-3969

Telephone 973-7000

TDD (617) 973-7306

Telefax (617) 529-6454

Michael S. Dukakis

Governor

Fredonick P. Salucci

Secretary

and

M. D. T. A. Chairman

December 14, 1989

John Byrne Carroll, Assistant Counsel
Guilford Transportation Industries, Inc.
7 Executive Park Drive
Merrimack, N.H. 03054

RE: Offer of Railroad Property under M.G.L. Chapter 161C,
Section 7, Offer No. 89-20, Boston & Maine Corporation; Sale
to the CIP Corporation, Chicopee, Massachusetts.

Dear Mr. Carroll:

This office is in receipt of your letter dated September 12,
1989, regarding the proposed sale of the Chicopee Falls Spur
track to the CIP Corporation, pursuant to CIP's exercise of its
option to purchase contained in a certain lease between the
Boston & Maine Railroad and the CIP Corporation dated September
7, 1984.

It is my understanding that the CIP Corporation currently uses
the spur track for freight rail purposes, and will continue to do
so after acquisition of this track. Since the spur track will
continue to be used for such purposes, the Executive Office of
Transportation and Construction (EOTC) hereby notifies you that
it will not acquire the railroad property referred to above,
pursuant to Massachusetts General Laws Chapter 161C, Section 7,
with the condition any future sale of this property or any
portion thereof by CIP shall be subject to the provisions of
M.G.L. Ch. 161C, Sec. 7. Moreover, the EOTC will not designate
an agency, authority, political subdivision or other party to act
in this matter at this time.

Since the Executive Office of Transportation and Construction
finds that the requirements of the statute have been satisfied,
with respect to this transaction, you may transfer the
above-cited property to a party other than this office or its
designee as provided on the statute. Please be advised, however,
that this property falls under the Massachusetts General Laws,
Chapter 40, Section 54A which provides that construction on
former railroad property requires prior approval by EOTC. EOTC
has a responsibility under this statute to protect those
properties which were formerly used for railroad purposes for

Mr. Carr
page 2

present o
EOTC will
under Cha
end, if
Corporatio
of the st
event Bos
the purch
a copy of

If you ha
Jorge E. B

FPS:jeb

cc: City of
Departme

Mr. Carroll
page 2

present or future public use.

EOTC will review each request for a building permit approval under Chapter 40, Section 54A on case by case basis. To this end, if the Boston & Maine will provide the address of the CIP Corporation to our office, EOTC will inform the CIP Corporation of the statutory requirements of Chapter 40, Section 54A. In the event Boston & Maine chooses not to inform EOTC of the address of the purchaser, the EOTC requests that the Boston & Maine forward a copy of this letter to the CIP Corporation.

If you have any questions regarding this matter, please contact Jorge E. Borda of this office at (617) 973-7015.

Sincerely,

Frederick P. Salvucci
Frederick P. Salvucci
Secretary

FPS:jeb

cc: City of Chicopee
Department of Environmental Management

RECEIVED

JAN-8 1990

AT 11:58 AM AND
REG'D FROM THE ORIGINAL

Massachusetts
Boston & Maine
Chapter 40A, 29B

Chapter 40A, 29B
Boston & Maine Corporation; Sale
Massachusetts.

Letter dated September 11,
of the Chicopee Falls Spur
to the exercise of its
a certain lease between the
CFP Corporation dated September

CFP Corporation currently uses
and will continue to be
used. Since the spur track will
be removed, the Executive Office of
Environmental Management (EOTC) hereby notifies you that
the property referred to above
is subject to the provisions of
Chapter 40A, Section 1,
and the EOTC will not designate
the subdivision or other party to act

Transportation and Construction
The statute have been satisfied,
you may transfer the
to other than this office or its
Please be advised, however,
the Massachusetts General Law,
provides that construction of
requires prior approval by EOTC. EOTC
this statute to protect those
used for railroad purposes for