

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS that **DHJ FACEMATE CORPORATION A/K/A FACEMATE CORPORATION** of 5 West Main Street, Chicopee, Hampden County, Massachusetts,

In accordance with an Agreement for Judgment filed with the Hampden County Superior Court, Civil Docket No. HDCV2005-00299

grant to **THE CITY OF CHICOPEE**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 17 Springfield Street, Chicopee, Hampden County, Massachusetts

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.

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 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. **Nothing in this paragraph shall affect the rights of Facemate Corporation, its agents or assigns, from its right to remove personal property and railroad tracks as provided under a Settlement Agreement between Facemate Corporation and the City of Chicopee dated March 7, 2009.**
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.

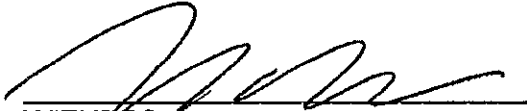
6. By the acceptance of this deed and as part consideration therefor, the Grantee covenants and agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and 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 now 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 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 or 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 FACEMATE CORPORATION, but also its successors, assigns, affiliates and the term "Grantee" shall not only refer to CITY OF CHICOPEE, 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.

"THIS TRANSFER DOES NOT CONSTITUTE ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE GRANTOR CORPORATION."

Executed as a sealed instrument this \_\_\_\_\_ day of April, 2009.

  
\_\_\_\_\_  
WITNESS


  
\_\_\_\_\_  
FACEMATE CORPORATION  
Its President and Treasurer  
Walter F. Mrozinski

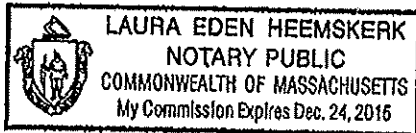
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

April 30, 2009

On this <sup>30<sup>th</sup></sup> day of April 2009 the undersigned notary public, personally appeared Walter F. Mrozinski, who proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Facemate Corporation.

  
\_\_\_\_\_  
Notary Public LAURA EDEN HEEMSKERK  
My Commission Expires: 12/24/15.



**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 running 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. Hafet, 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, Ryate 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 County 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) 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.

BEING a portion of the premises conveyed to the grantor herein by deed of The Boston and Maine Corporation dated January 4, 1990 and recorded with the Hampden County Registry of Deeds in Book 7362, Page 362.

DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS