

32639

UNIROYAL, Inc.  
a corporation duly established under the laws of the State of New Jersey  
and having its usual place of business at 154 Grove St., Chicopee, MA 01020  
Hampden County, Massachusetts

for consideration paid, and in full consideration of One Million Three Hundred Thousand  
(\$1,300,000) Dollars  
grants to DHJ-Facemate Corporation, a Massachusetts Corporation and having  
its usual place of business at 5 West Main Street, Chicopee, MA 01020  
with quitclaim covenants

the land located in the City of Chicopee, County of Hampden, Commonwealth  
of Massachusetts and as bounded and described in the attachment hereto  
marked "Description", ~~together with all buildings~~ together with all buildings  
and improvements and structures located thereon.

Subject to any easements and rights of others arising out of instruments  
of record made by UNIROYAL, Inc.

Subject to facts shown on survey prepared by Almer Huntley, Jr. &  
Associates, Inc. dated October 29, 1981.

*Plans 200 Pgs 54 thru 61*

The name of United States Rubber Company was changed to  
Uniroyal, Inc. on February 27, 1967.

In witness whereof, the said UNIROYAL, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and

delivered in its name and behalf by W. J. Crane

its Senior Vice President-Finance  
hereto duly authorized, this

day of November 10<sup>th</sup> in the year one thousand nine hundred and eighty-one

Signed and sealed in presence of

*[Signature]*  
ASSISTANT SECRETARY  
State of Connecticut  
County of New Haven } SS.

UNIROYAL, Inc.  
*[Signature]*  
by W.J. Crane, Senior Vice President-Finance

On this 10<sup>th</sup> day of November, 1981 before me, appeared W. J. Crane,  
to me personally ~~the person whose name is known~~ known, who, being by me  
duly sworn, did say that he is the Senior Vice President-Finance of  
UNIROYAL, INC. and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation and that said

~~the person whose name is known~~ instrument was signed and sealed in  
behalf of said corporation by authority of its board of directors and  
~~acknowledged the foregoing instrument to be the free act and deed of the said~~ CRANE  
acknowledged said instrument to be the free act and deed of said corp-  
oration.

*[Signature]*  
Notary Public - Justice of the Peace  
My commission expires My Commission Expires 1985

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantor and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

See  
B 5191 P 145  
"5221" 344  
"5846" 39  
"5846" 40  
"7088" 418

DESCRIPTION

The following are descriptions of six (6) parcels of land in Chicopee, Massachusetts, shown on 4 sheets of a plan by Almer Huntley, Jr., & Associates, Inc., Surveyors, Engineers, Planners, 125 Pleasant Street, Northampton, Massachusetts entitled "Land in Chicopee, Massachusetts Surveyed for - Uniroyal, Inc." and are bounded and described according to said plan as follows:

PARCEL - A

Beginning at an iron pin on the Westerly line of land of the Boston & Maine Railroad at the Southeasterly corner of land of Chicopee Manufacturing Corporation;

Thence, running Southerly along a curve to the left having a radius of 5445.24 feet an arc distance of 110.25 feet to a point of compound curvature;

Thence, running Southerly along a curve to the left having a radius of 2424.19 feet an arc distance of 141.70 feet to an iron pin;

Thence, running  $S83^{\circ}-52'-32''E$  a distance of 40.25 feet to a point, the last three (3) courses being along the Westerly line of Boston & Maine Railroad;

Thence, running Southerly along land of unknown owners along a curve to the left having a radius of 2384.19 feet an arc distance of 41.56 feet to a point;

Thence, running  $N83^{\circ}-52'-32''W$  a distance of 57.88 feet to the Northeast corner of a 4 story brick building;

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SURVEYORS - ENGINEERS - PLANNERS

Thence, running  $S06^{\circ}-31'-30''W$  along the East face of said building 27.61 feet to a point;

Thence, running Southerly along a curve to the left having a radius of 2445.42 feet an arc distance of 95.21 feet to a point of compound curvature;

Thence, running Southerly and Southeasterly along a curve to the left having a radius of 802.36 feet an arc distance of 263.74 feet to a point;

Thence, running  $S22^{\circ}-52'-02''E$  a distance of 94.28 feet to a point;

Thence, running Southeasterly along a curve to the right having a radius of 8658.28 feet an arc distance of 453.56 feet to a point of compound curvature;

Thence, running Southerly along a curve to the right having a radius of 3028.30 feet an arc distance of 93.00 feet to an iron pin at the Southeasterly corner of the parcel herein described, the last seven (7) courses being along land of the Boston & Maine Railroad;

Thence, running  $S65^{\circ}-05'-00''W$  along land of unknown owners a distance of 135 feet, more or less, to a point on the East edge of the Chicopee River;

Thence, running Northwesterly and Northerly along the East edge of the Chicopee River 1525 feet, more or less, to a point;

Thence, running  $S83^{\circ}-23'-38''E$  along land of Chicopee Manufacturing Corporation 340 feet, more or less, to the point of beginning.

The above described parcel contains 10.07 acres, more or less.

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PARCEL - B

Beginning at an iron pin on the Southerly line of Oak Street at the intersection with the Southwesterly line of Grove Street;

Thence, running  $S27^{\circ}-53'-55''E$  along the Southwesterly line of Grove Street 758.42 feet to an iron pin on the Northwesterly line of Front Street;

Thence, running  $S20^{\circ}-01'-14''W$  along the Northwesterly line of Front Street 592.97 feet to an iron pin at the Northeasterly corner of land of Stanley Kopcienski & Jennie Frances Kopcienski;

Thence, running  $N70^{\circ}-45'-46''W$  along said Kopcienski 209.80 feet to an iron pin on the Easterly line of the Boston & Maine Railroad;

Thence, running Northwesterly along a curve to the left having a radius of 1004.57 feet an arc distance of 28.60 feet to a point of compound curvature;

Thence, running Northwesterly along a curve to the left having a radius of 3144.55 feet an arc distance of 153.68 feet to a point;

Thence, running  $N23^{\circ}-25'-23''W$  a distance of 143.85 feet to a point;

Thence, running  $N19^{\circ}-37'-59''W$  a distance of 111.51 feet to a point;

Thence, running  $N37^{\circ}-39'-08''W$  a distance of 63.19 feet to a point;

Thence, running Northwesterly along a curve to the left having a radius of 8740.78 feet an arc distance of 347.36 feet to a point;

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Thence, running N22°-52'-02"W a distance of 94.28 feet to a point;

Thence, running Northwesterly and Northerly along a curve to the right having a radius of 719.86 feet an arc distance of 236.62 feet to a point of compound curvature;

Thence, running Northerly along a curve to the right having a radius of 2,362.94 feet an arc distance of 108.37 feet to a point, the last nine (9) courses being along the Easterly line of the Boston & Maine Railroad;

Thence, running S83°-23'-07"E along land of unknown owners and along the Southerly line of Oak Street 452.92 feet to the point of beginning.

The above described parcel contains 13.112 acres.

PARCEL - C

Beginning at an iron pin on the Northwesterly line of Front Street at the Southeasterly corner of land of Thaddeus M. Cygan & Caroline A. Cygan;

Thence, running S19°-59'-46"W along the Northwesterly line of Front Street 371.99 feet to a point;

Thence, running Southwesterly along said Front Street along a curve to the right having a radius of 620.28 feet an arc distance of 97.61 feet to an iron pin at the North-easterly corner of land of Front Street Automotive and Parts, Inc.;

Thence, running N79°-28'-42"W along said Front Street Automotive and Parts, Inc. 151.82 feet to an iron pin in the Northeasterly line of land of the Boston & Maine Railroad;

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Thence, running  $N48^{\circ}-27'-12''E$  a distance of 112.28 feet to a point;

Thence, running  $N37^{\circ}-28'-26''E$  a distance of 109.46 feet to a point;

Thence, running Northeasterly and Northerly along a curve to the left having a radius of 722.02 feet an arc distance of 295.08 feet to an iron pin at the Southwesterly corner of the aforementioned Cygan; the last three (3) courses being along land of the Boston & Maine Railroad;

Thence, running  $S69^{\circ}-50'-14''E$  along said Cygan 103.95 feet to the point of beginning.

The above described parcel contains 42,546 square feet, more or less.

PARCEL - D

Beginning at an iron pin on the Easterly line of West Main Street at the Southwesterly corner of land of United States of America;

Thence, running  $S85^{\circ}-31'-01''E$  along said land of United States of America 438.15 feet to a concrete bound on the Westerly line of Grove Street;

Thence, running  $S06^{\circ}-05'-07''W$  along the Westerly line of Grove Street 862.21 feet to an iron pin on the Northerly line of Oak Street, said iron pin bearing  $N04^{\circ}-31'-15''W$  and 40.76 feet from the Northeasterly corner of Parcel - B hereinbefore described;

Thence, running  $N83^{\circ}-23'-07''W$  along the Northerly line of Oak Street 441.97 feet to an iron pin on the Easterly line of West Main Street;

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Thence, running N06°-23'-52"E along the Easterly line of West Main Street 707.72 feet to an iron pin;

Thence, running N06°-08'-01"E along the Easterly line of West Main Street 138.16 feet to the point of beginning.

The above described parcel contains 8.621 acres.

PARCEL - E

Beginning at an iron pin on the Easterly line of Hampden Street at the intersection with the Southerly line of West Oak Street;

Thence, running S85°-16'-15"E along the Southerly line of West Oak Street and along land of the Quinnehtuk Company 355.00 feet to an iron pin;

Thence, continuing S85°-16'-15"E along the Quinnehtuk Company 11 feet, more or less, to a point on the West edge of the Chicopee River;

Thence, running Southerly, Southeasterly, Southerly, Southwesterly and Westerly along the edge of the Chicopee River as the same exists presently in accordance with the relocation of the same under plan of U.S. Army Corps of Engineers recorded with Book 3119, Page 206, 2,800 feet, more or less, to a point on the North edge of the Chicopee River;

Thence, running N09°-11'-21"W along land of the Quinnehtuk Company 16 1/2 feet, more or less to an iron pin;

Thence, continuing N09°-11'-21"W along land of Labelle Construction, Inc., land of John J. Senecal & Linda M. Senecal, land of Gary M. Bowler & Judy M. Bowler, land of David M.

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Pietras & Dolores A. Pietras, land of George H. Menard & Suzanne M. Menard and land of Eugene Salwa & Zofia Salwa 926.00 feet to an iron pin at the Southeast corner of Mayflower Avenue;

Thence, running  $N10^{\circ}-37'-51''E$  along the Easterly end of Mayflower Avenue, land of Curtis W. Lippert & Rita J. Lippert, land of Stanley Grygiel & Molly K. Grygiel, land of Donald J. Benoit & Doris T. Benoit, land of Roger W. Proulx & Doris T. Benoit, land of Nellie A. Bielanski, land of Antonia F. Moran, land of Gerald R. Plante & Elaine Plante, land of Joel J. Cote & Joyce M. Cote and land of the City of Chicopee 804.39 feet to an iron pin at the Southwesterly corner of land of Theodore Murdza & Ann M. Murdza, said iron pin also being at the intersection of the Southerly line of Nelson Street with the Easterly line of Hampden Street;

Thence, running  $N84^{\circ}-05'-25''E$  along said Murdza 132.00 feet to an iron pin;

Thence, running  $N02^{\circ}-52'-15''W$  along said Murdza 66.00 feet to an iron pin;

Thence, running  $S84^{\circ}-05'-25''W$  along said Murdza 132.00 feet to an iron pin on the Easterly line of Hampden Street;

Thence, running  $N02^{\circ}-52'-15''W$  along the Easterly line of Hampden Street 197.34 feet to the point of beginning.

Excepting from Parcel - E the following description of a parcel of land of the Quinnehtuk Company being 16 1/2 feet in width and bounded and described as follows:

Beginning at a point on the Westerly edge of the Chicopee River; said point being  $S85^{\circ}-16'-15''E$  and 16 1/2 feet, more or less, from the Southeasterly terminus of West Oak Street;

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Thence, running Southerly, Southeasterly, Southerly, Southwesterly and Westerly along the edge of the Chicopee River 2,800 feet, more or less, to a point on the North edge of the Chicopee River;

Thence, running N09°-11'-21"W along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to an iron pin;

Thence, running Easterly, Northeasterly, Northerly, Northwesterly and Northerly 16 1/2 feet from and parallel with the edge of the Chicopee River to a point on the Southeasterly terminus of West Oak Street;

Thence, running S85°-16'-15"E along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to the point of beginning.

The area of Parcel - E after exclusion of the above described Quinnehtuk Company exception is 30.94 acres, more or less.

PARCEL - F

Beginning at an iron pin on the Easterly line of Hampden Street at the Southwesterly corner of land of Western Massachusetts Electric Company;

Thence, running S53°-47'-58"E along land of Western Massachusetts Electric Company and land of the City of Chicopee 264.13 feet to a concrete bound;

Thence, running S79°-48'-58"E along land of the City of Chicopee and land of the Quinnehtuk Company 165.00 feet to an iron pin;

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Thence, continuing  $S79^{\circ}-48'-58''E$  along land of the Quinnehtuk Company 10 feet, more or less, to a point on the Westerly edge of the Chicopee River;

Thence, running Southerly along the West edge of the Chicopee River 36 feet, more or less to a point on the West edge of the Chicopee River;

Thence, running  $N85^{\circ}-16'-15''W$  along land of the Quinnehtuk Company 12 feet, more or less, to an iron pin;

Thence, continuing  $N85^{\circ}-16'-15''W$  along land of the Quinnehtuk Company and along the Northerly line of West Oak Street 360.00 feet to an iron pin on the Northerly line of West Oak Street at the intersection with the Easterly line of Hampden Street;

Thence, running  $N02^{\circ}-52'-15''W$  along the Easterly line of Hampden Street 191.10 feet to the point of beginning.

Excepting from Parcel - F the following description of a parcel of land of the Quinnehtuk Company being 16 1/2 feet in width and bounded and described as follows;

Beginning at a point on the West edge of the Chicopee River, said point being  $S85^{\circ}-16'-15''E$  and 16 1/2 feet, more or less, from the Northeasterly terminus of West Oak Street;

Thence, running  $N85^{\circ}-16'-15''W$  along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to a point at the Northeasterly terminus of West Oak Street;

Thence, running Northerly 16 1/2 feet from and parallel with the West Edge of the Chicopee River 30 feet, more or less, to a point at the Southeasterly corner of land of the City of Chicopee;

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Thence, running N79°-48'-58"E along other land of the Quinnehtuk Company 16 1/2 feet, more or less, to a point on the West edge of the Chicopee River;

Thence, running Southerly along the West edge of the Chicopee River 36 feet, more or less, to the point of beginning.

The area of Parcel - F after exclusion of the above described Quinnehtuk Company exception is 34,775 square feet, more or less.

093612 COMMONWEALTH OF MASSACHUSETTS  
RECEIVED  
NOV 24 1981  
RB.11035 999.99  
11-10-81

093613 COMMONWEALTH OF MASSACHUSETTS  
RECEIVED  
NOV 24 1981  
RB.11035 999.99  
11-10-81

MEMBER  
093614 COMMONWEALTH OF MASSACHUSETTS  
RECEIVED  
NOV 24 1981  
RB.11035 964.02  
11-10-81

RECEIVED  
NOV 24 1981  
AT 4:13 PM AND  
REQ'D FROM THE ORIGINAL

ALMER HUNTLEY, JR., & ASSOCIATES, INC.  
SURVEYORS • ENGINEERS • PLANNERS

Bk 17783 P9139 #30020  
05-11-2009 @ 02:52P

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that **FACEMATE CORPORATION** a/k/a **DHJ 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

**WITH QUITCLAIM COVENANTS**

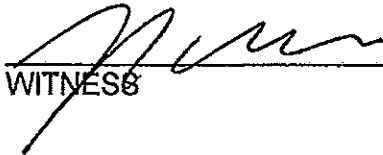
The land located in the City of Chicopee, County of Hampden, Commonwealth of Massachusetts and as bounded and described in the attachment hereto marked "Exhibit A", together with all buildings and improvements and structures located thereon.

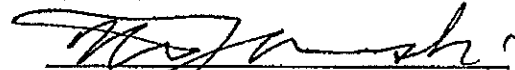
Subject to facts shown on survey prepared by Almer Huntley, Jr. & Associates, Inc. dated October 29, 1981 as set forth in Book of Plans 200, Pages 54 thru 61.

BEING a portion of the premises conveyed to the grantor herein by deed of **UNIROYAL, INC.** dated November 10, 1981 and recorded with the Hampden County Registry of Deeds in Book 5191, Page 343.

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

Executed as a sealed instrument this 30<sup>th</sup> day of April 2009.

  
\_\_\_\_\_  
WITNESS

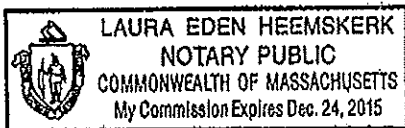
  
\_\_\_\_\_  
FACEMATE CORPORATION  
Its President and Treasurer  
Walter F. Mozowski


**COMMONWEALTH OF MASSACHUSETTS**

**HAMPDEN, SS.**

**April 30, 2009**

On this 30<sup>th</sup> day of April 2009 the undersigned notary public, personally appeared **Walter F. Mozowski**, 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"**

The following are descriptions of three (3) parcels of land in Chicopee, Massachusetts, shown on 4 sheets of a plan by Almer Huntley, Jr., & Associates, Inc., Surveyors, Engineers, Planners, 125 Pleasant Street, Northampton, Massachusetts entitled "Land in Chicopee, Massachusetts Surveyed for – Uniroyal, Inc." and are bounded and described according to said plan as follows:

**PARCEL – A**

Beginning at an iron pin on the Westerly line of land of the Boston & Maine Railroad at the Southeasterly corner of land of Chicopee Manufacturing Corporation;

Thence, running Southerly along a curve to the left having a radius of 5445.24 feet an arc distance of 110.25 feet to a point of compound curvature;

Thence, running Southerly along a curve to the left having a radius of 2424.19 feet an arc distance of 141.70 feet to an iron pin;

Thence, running S83°-52'-32"E a distance of 40.25 feet to a point, the last three (3) courses being along the Westerly line of Boston & Maine Railroad;

Thence, running Southerly along land of unknown owners along a curve to the left having a radius of 2384.19 feet an arc distance of 41.56 feet to a point;

Thence, running N83°-52'-32"W a distance of 57.88 feet to the Northeast corner of a 4 story brick building;

Thence, running S06°-31'-30"W along the East face of said building 27.61 feet to a point;

Thence, running Southerly along a curve to the left having a radius of 2445.42 feet an arc distance of 95.121 feet to a point of compound curvature;

Thence, running Southerly and Southeasterly along a curve to the left having a radius of 802.36 feet an arc distance of 263.74 feet to a point;

Thence, running S22°-52'-02"E a distance of 94.28 feet to a point;

Thence, running Southeasterly along a curve to the right having a radius of 8658.28 feet an arc distance of 453.56 feet to a point of compound curvature;

Thence, running Southerly along a curve to the right having a radius of 3028.30 feet an arc distance of 93.00 feet to an iron pin at the Southeasterly corner of the parcel herein described, the last seven (7) courses being along land of the Boston & Maine Railroad;

Thence, running S65°-05'-00"W along land of unknown owners a distance of 135 feet, more or less, to a point on the East edge of the Chicopee River;

Thence, running Northwesterly and Northerly along the East edge of the Chicopee River 1525 feet, more or less, to a point;

Thence, running S83°-23'-38"E along land of Chicopee Manufacturing Corporation 340 feet, more or less, to the point of beginning.

The above described parcel contains 10.07 acres, more or less.

**PARCEL – B**

Beginning at an iron pin on the Southerly line of Oak Street at the intersection with the Southwesterly line of Grove Street;

Thence, running S27°-53'-55"E along the Southwesterly line of Grove Street 758.42 feet to an iron pin on the Northwesterly line of Front Street;

Thence, running S20°-01'-14"W along the Northwesterly line of Front Street 592.96 feet to an iron pin at the Northeasterly corner of land of Stanley Kopcienski & Jennie Frances Kopcienski;

Thence, running N70°-45'-46"W along said Kopcienski 209.80 feet to an iron pin on the Easterly line of the Boston & Maine Railroad;

Thence, running Northwesterly along a curve to the left having a radius of 1004.57 feet an arc distance of 28.60 feet to a point of compound curvature;

Thence, running Northwesterly along a curve to the left having a radius of 3144.55 feet an arc distance of 153.68 feet to a point;

Thence, running N23°-25'-23"W a distance of 143.85 feet to a point;

Thence, running N19°-37'-95"W a distance of 111.51 feet to a point;

Thence, running N37°-39'-08"W a distance of 63.19 feet to a point;

Thence, running Northwesterly along a curve to the left having a radius of 8740.78 feet an arc distance of 347.36 feet to a point;

Thence, running N22°-52'-02"W a distance of 94.28 feet to a point;

Thence, running Northwesterly and Northerly along a curve to the right having a radius of 719.86 feet an arc distance of 236.62 feet to a point of compound curvature;

Thence, running Northerly along a curve to the right having a radius of 2,362.94 feet an arc distance of 108.37 feet to a point, the last nine (9) courses being along the Easterly line of the Boston & Maine Railroad;

Thence, running S83°-23'-07"E along land of unknown owners and along the Southerly line of Oak Street 452.92 feet to the point of beginning.

The above described parcel contains 13.112 acres.

**EXCEPTING THEREFROM** said parcel previously conveyed to Chicopee Municipal Employees Credit Union by deed dated January 9, 1987 and recorded with the Hampden County Registry of Deeds in Book 6493, Page 595.

**EXCEPTING THEREFROM** said parcel previously conveyed to Thomas M. Zombik and Veronica T. Zombik by deed dated January 31, 1989 and recorded with the Hampden County Registry of Deeds in Book 7089, Page 304.

**EXCEPTING THEREFROM** said parcel previously conveyed to John Salema a/k/a Joao Salema and Natalia Salema a/k/a Maria N. Salema by deed dated May 8, 1997 and recorded with the Hampden County Registry of Deeds in Book 9855, Page 107.

**PARCEL – C**

Beginning at an iron pin on the Northwesterly line of Front Street at the Southeasterly corner of land of Thaddeus M. Cygan & Caroline A. Cygan;

Thence, running S19°-59'-46"W along the Northwesterly line of Front Street 371.99 feet to a point;

Thence, running Southwesterly along said Front Street along a curve to the right having a radius of 620.28 feet an arc distance of 97.61 feet to an iron pin at the Northeasterly corner of land of Front Street Automotive and Parts, Inc.;

Thence, running N79°-28'-42"W along said Front Street Automotive and Parts, Inc. 151.82 feet to an iron pin in the Northeasterly line of land of the Boston & Maine Railroad;

Thence, running N48°-27'-12"E a distance of 112.28 feet to a point;

Thence, running N37°-28'-26"E a distance of 109.46 feet to a point;

Thence, running Northeasterly and Northerly along a curve to the left having a radius of 722.02 feet an arc distance of 295.08 feet to an iron pin at the Southwesterly corner of the aforementioned Cygan; the last three (3) courses being along land of the Boston & Maine Railroad;

Thence, running S69°-50'-14"E along said Cygan 103.95 feet to the point of beginning.

The above described parcel contains 42,545 square feet, more or less;

**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.

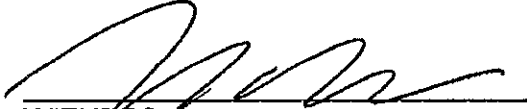
6. By the acceptance of this deed and as part consideration therefor, the Grantee covenants and agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and 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

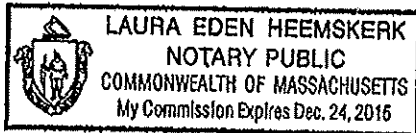
COMMONWEALTH OF MASSACHUSETTS

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

[SEAL]

Bk 18258 Pg 319 #217  
04-16-2010 @ 03:03p

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

Case No.: 09 TL 139009

JUDGMENT IN TAX LIEN CASE

City of Chicopee

vs.

Facemate Corporation

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

**ADJUDGED and ORDERED** that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the City of Chicopee in Hampden County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
Recorded	06/16/2003	13344	589		

By the Court: Deborah J. Patterson

Attest:

Deborah J. Patterson  
Recorder

Entered: April 14, 2010

A TRUE COPY  
ATTEST:

*Deborah J. Patterson*  
RECORDER  
DONALD E. ASHE, REGISTER  
HAMPDEN COUNTY REGISTRY OF DEEDS