

**ACQUISITION FROM THE
BOSTON AND MAINE CORPORATION
MANCHESTER
HILLSBOROUGH COUNTY REGISTRY**

RELEASE DEED

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 01862 (the "Grantor") in consideration of Eighty-Four Thousand Five Hundred Seventy-Five and No One Hundredths----- (\$ 84,575.00--)
 Dollars paid to it by STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, with a mailing address of John O. Morton Building, 1 Hazen Drive, Concord, New Hampshire 03302-0483----- (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, bridges, structures, crossings, fixtures and improvements thereon and appurtenances thereto, if any, situated in Manchester, County of Hillsborough, State of New Hampshire----- (the "Premises") described as follows:

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

This conveyance is 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 a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises in a location to be mutually agreed to by Grantor and Grantee 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 (the "Telecommunications Easement"). The Grantor further hereby agrees to restrict, to the extent feasible, the location and width of the Telecommunications Easement, to a strip of land ten (10') feet in width and bounded by and running parallel to the northerly boundary of the Premises. The Grantor and

Grantee mutually agree that the telecommunications system and any other means of telecommunication transmission shall be constructed and installed underground to the extent feasible and that it may be necessary to locate the easement and transmission system and/or any other means of transmission with reference to existing physical conditions and operating requirements of the Grantor. The Grantor may request any such relocation and the Grantee agree to cooperate in allowing such relocation provided that such relocation does not interfere with the intended use or operations of the Grantee. 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 but without any costs to it, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor and to fix its location. The Telecommunication Easement is subject to the provision that any work performed by the Grantor, its successors and assigns, shall be done at such times and in such manner as shall not unreasonably interfere with the use of the Premises by the Grantee and other parties using the same, Grantor agrees that Grantee has the use of said Telecommunication Easement area for all purposes including the installation of utilities and Grantee agrees not to unreasonably interfere with Grantor's Telecommunication Easement. The Grantor covenants to repair and restore the surface of the easement area after any work to its condition before any such work.

3. The Grantor excepts 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 of any description located in whole or in part within the Premises (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 reasonable

opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be 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. 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.
5. 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 the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
6. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.
7. The requirements of deed stamps and a Declaration of Consideration do not apply to this transaction pursuant to RSA 78-B:2 and RSA 78-B:10, III

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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 25th day of April, 1996.

GRANTOR:
BOSTON AND MAINE CORPORATION



Richard Anault
Witness

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

GRANTEE:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

James F. Marshall
Witness

By: [Signature]

BK5719PG0218

COMMONWEALTH OF MASSACHUSETTS

Middlesex , ss.

April 35, 1996

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.

Karole A. Blythe
Notary Public
My Commission Expires: 11-25-99

STATE OF NEW HAMPSHIRE

New Hampshire , ss. Merumack

May 9, 1996

Then personally appeared CHARLES P. O'LEARY, JR the Commissioner of the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION----- and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of the STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION-----, before me.

Linda M. Clifford
Notary Public:
My Commission Expires: 4/6/99
LINDA M. CLIFFORD
Notary Public
My Commission Expires April 6, 1999

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EXHIBIT A
PROPERTY DESCRIPTION
BOSTON AND MAINE CORPORATION
TO
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

A certain parcel of land situated on the easterly sideline of Mammoth Road, City of Manchester, County of Hillsborough, State of New Hampshire, the perimeter of which is more particularly bounded and described as follows:

Beginning at the northwest corner of the herein described parcel, being the intersection of the easterly sideline of Mammoth Road and the northerly line of land of the Boston and Maine Corporation;

Thence N 76° 29' 05" E by the northerly line of land of the Boston and Maine Corporation a distance of 485.19 feet to a point;

Thence S 13° 30' 55" E a distance of 66.00 feet to a point on the southerly line of land of the Boston and Maine Corporation;

Thence S 76° 29' 05" W a distance of 202.37 feet to a point;

Thence N 13° 30' 55" W a distance of 15.00 feet to a point;

Thence S 76° 29' 05" W a distance of 296.48 feet to a point on the easterly sideline of Mammoth Road. The previous three (3) courses are by the southerly line of land of the Boston and Maine Corporation;

Thence N 01° 29' 08" E by the easterly sideline of Mammoth Road a distance of 52.80 to the point of beginning.

Said parcel contains an area of 28,130 S.F. more or less or 0.646 acres more or less. Meaning and intending to describe a portion of Lot 7 and 8 as delineated on "Right of Way and Track Map - Concord and Portsmouth Railroad - Operated by the Boston and Maine Railroad - Station 1975+40 to Station 2028+20 "Scale: 1"=100', dated: June 30, 1914 and revised April 20, 1920 by the Office of the Valuation Engineer, Boston Massachusetts (V.S. 28, Map 39)".

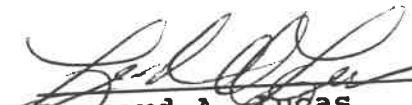
BOSTON AND MAINE CORPORATION
Assistant Secretary's Certificate

I, Leonard A. Lucas, being the duly elected and presently serving Assistant Secretary of the Boston and Maine Corporation ("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 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 (\$100,000.00) Dollars, 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 25 day of April, 1996.


Leonard A. Lucas
Assistant Secretary



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