

**ACQUISITION FROM THE
BOSTON AND MAINE CORPORATION**

**NASHUA
HILLSBOROUGH COUNTY REGISTRY**

CONFIRMATORY RELEASE DEED

This Confirmatory Release Deed is given to Grantee to replace the original Deed dated May 19, 1995 from the Grantor in respect of the premises.

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 (the "Grantor") in consideration of Three Hundred Fifty Thousand and no/100 (\$350,000.00) 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 ("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, if any, situated in Nashua, 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 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 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

A True Copy, Attest


Registrar

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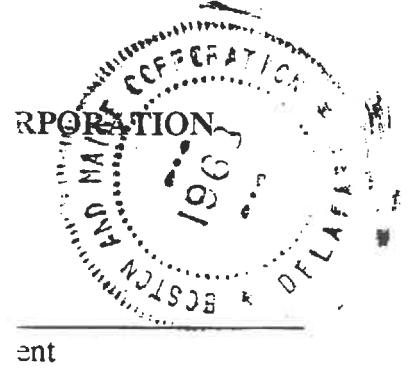
suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

3. 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.
4. Notwithstanding any other provision hereof, this deed is subject to a reservation for a permanent, exclusive right-of-way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, repairing, replacing, relocating and removing a pipeline or pipelines for transmission of fuel by any means now existing or thereafter devised. The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the easement. The Grantee hereby covenants with the Grantor to recognize the easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instrument suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the easement. The Grantor covenants to reasonably repair and restore the surface to the easement area after work.
5. 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-B10, III.
6. 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 maybe.
7. 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.

IN WITNESS WHEREOF
I, David A. Fink, its President,
have caused this release deed
to be hereunto affixed
this 15th day of December, 1996.

David A. Fink
Witness

INCORPORATION has
to be hereto affixed
this 15th day of December, 1996.



ent

Mark W. [Signature]
Witness



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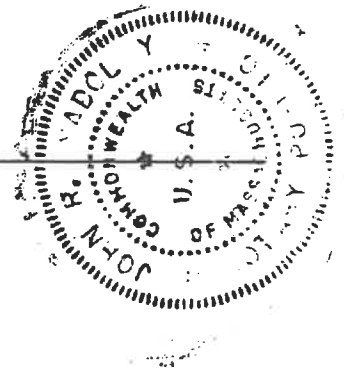
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

12/17, 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.

[Handwritten Signature]
Notary Public
My Commission Expires: 7/6/2001



STATE OF NEW HAMPSHIRE

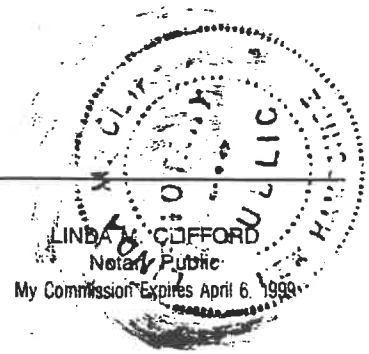
Merrimack, ss.

January 13,

1997, 1996

Then personally appeared Sandra Kenison, 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 said State of New Hampshire, Department of Transportation, before me.

[Handwritten Signature]
Notary Public:
My Commission Expires: 4/6/99



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EXHIBIT A

PROPERTY DESCRIPTION

Two certain strips or parcels of land (railroad right-of-way) located in Nashua, County of Hillsborough, State of New Hampshire and being portions of the railroad line sometimes referred to as the Worcester, Nashua and Portland Branch and being more particularly described as follows:

Parcel I

Beginning at the westerly sideline of Main Street, at approximately centerline engineering station ("CLE") 2382+12 as shown on plans for federal valuation section 6 on map 46 in Nashua, New Hampshire;

Thence continuing in a westerly direction to the point of termination at the easterly sideline of Palm Street at CLE 2364+26 as shown on plans for said federal valuation section 6 on map 46.

Said parcel contains approximately 40,690 square feet of land.

Parcel II

Beginning at the westerly sideline of Pine Street at approximately CLE 2361+42 as shown on plan for federal valuation section 6 on map 46;

Thence continuing in a westerly direction to the point of termination at CLE 2313+13.9 as shown on plans for federal valuation section 6 on map 45.

Said parcel contains approximately 400,074 square feet of land or 9.18 acres.

Said parcels include the entire width of said portion of said rail line including all appurtenances thereto and all fixtures attached or affixed thereon. Said right-of-way parcels run in a generally westerly direction and are more particularly defined as shown outlined within heavy dashed lines (_____ - _____) as shown on federal valuation plans on file with the Chief Engineer of the Boston and Maine Corporation, Iron Horse Park, North Billerica, Massachusetts 01862 and the State of New Hampshire, Department of Transportation, Bureau of Railroads and Public Transportation, 91 Airport Road, P. O. Box 483, Concord, New Hampshire 03302-0483.

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BOSTON AND MAINE CORPORATION

Assistant Secretary's Certificate

I, John R. Nadolny, being the duly elected and presently serving Assistant Secretary of the Boston and Maine Corporation (the "Corporation"), do hereby certify that the following votes were duly adopted by the directors of the Corporation by unanimous written consent dated November 17, 1994:

VOTED: That the Corporation sell, assign, transfer and convey to the State of New Hampshire two (2) segments of the Boston and Maine Corporation rail line known as the "WN&P", so-called. Parcel one extends from Main Street to Palm Street shown on V6, map 46. Parcel two extends from Pine Street shown on V6, map 46 to centerline engineering station 2313+13.9, shown on V6, map 45, all located in Nashua, New Hampshire, for a consideration of Three Hundred Fifty Thousand (\$350,000.00) Dollars.

VOTED: That David A. Fink, President of the Corporation, Michael A. Holmes, Vice President - Finance of the Corporation or Leonard A. Lucas, Vice President - Real Estate of the Corporation jointly or individually are 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 and other instruments as he or they shall deem necessary, appropriate or convenient to effect the transaction contemplated by the foregoing vote, and that all actions taken in furtherance of said transactions prior to the date hereof are hereby ratified, approved, confirmed and adopted in all respects.

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 20TH day of December, 1996.


John R. Nadolny
Assistant Secretary



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