

Property Address: 160-170 Pawtucket Blvd., Tyngsborough, MA

QUITCLAIM DEED

Gray Wolf Realty LLC, a Delaware limited liability company, having an address of 160 Pawtucket Boulevard, Tyngsborough, Middlesex County, Massachusetts ("Grantor"),

for consideration paid and in full consideration of Four Million Two Hundred Fifty Thousand and 00/100 (\$4,250,000.00) Dollars grant to

Boston East Tyngsboro Holdings LLC, a Massachusetts limited liability company, having an address of 21 High Street, Suite 300, North Andover, Middlesex County, Massachusetts ("Grantee"),

with *Quitclaim Covenants*

Lot B2:

The land in said Tyngsborough together with the improvements thereon situated on the northeasterly side of Pawtucket Boulevard and being shown as lot B2 on a plan entitled "Plan of Land on Pawtucket Boulevard in Tyngsborough, Massachusetts", dated April 13, 2009, prepared by Foresite Engineering, and recorded in Middlesex North District Registry of Deeds, Book of Plans 229, Plan 27.

Containing 2.76 acres according to said plan.

For title see deed dated June 22, 2001, recorded with said Deeds in Book 11793, Page 145.

Lot B1B:

The land in said Tyngsborough together with the improvements thereon situated on the northeasterly side of Pawtucket Boulevard and being shown as lot B1B on a plan entitled "Plan of Land on Pawtucket Boulevard in Tyngsborough, Massachusetts", dated April 13, 2009, prepared by Foresite Engineering, and recorded in Middlesex North District Registry of Deeds, Book of Plans 229, Plan 27.

Containing 7 acres and 33,367 square feet, more or less, according to said plan.

For title see deed dated June 22, 2001, recorded with said Deeds in Book 11793, Page 143.

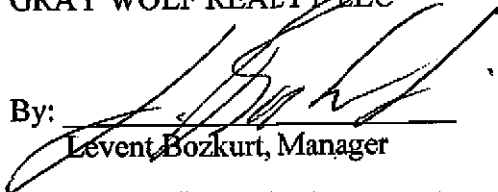
Together with a right of first refusal to purchase Grantor's property on Pawtucket Boulevard (Assessor's Parcel No. 27 56B 0) more particularly described on Exhibit A attached hereto and made a part hereof (the "ROFR Property"), upon the terms and conditions set forth below. If Grantor receives an offer to purchase all or any portion of the ROFR Property or all or any portion of the direct or indirect beneficial interests in Grantor, which offer Grantor or the holders of such direct or indirect beneficial interests wish to accept, Grantor shall notify Grantee in writing accompanied by a true and accurate copy of such offer (the "ROFR Notice"). Grantee shall have a period of thirty (30) days following receipt of the ROFR Notice (the "ROFR Period") within which to decide whether it wishes to exercise or decline to exercise its right of first refusal with respect to the property subject to the offer included with the ROFR Notice. Grantee may within such ROFR Period notify Grantor in writing of Grantee's exercise of its right of first refusal with respect to the property subject to the offer included with the ROFR Notice, whereupon Grantor (or the seller(s) identified in the offer) and Grantee shall be bound to the terms of the offer, provided that all time periods set forth in the offer shall be extended for a period of thirty (30) days. If Grantee fails to respond in writing to a ROFR Notice within the applicable ROFR Period, or if Grantee notifies Grantor in writing within the applicable ROFR Period that Grantee declines to exercise its right of first refusal, the Grantor (or the seller(s) identified in the offer) may proceed with the sale and purchase of the property subject to the offer in accordance with the terms of such offer, whereupon Grantee's right of first refusal with respect to such property shall be extinguished at closing of the sale. Grantee's right of first refusal with respect to all property not subject to such offer shall remain in effect. Material variation of the terms of any offer presented to Grantee with a ROFR Notice shall be deemed to constitute a new offer requiring Grantor once again to observe the right of first refusal process set forth above. Notwithstanding the foregoing, the within right of first refusal shall not be applicable to the sale of any residential condominium units.

Grantor hereby covenants with Grantee that the ROFR Property shall not be used for a hotel or other lodging facility, which covenant shall run with the ROFR Property and be binding upon Grantor and its successors and assigns for the benefit of Grantee and its successors and assigns with respect to the premises granted herein.

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Executed as a sealed instrument this 1st day of August, 2014.

GRAY WOLF REALTY LLC

By: 
Levent Bozkurt, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 1, 2014

Before me, the undersigned notary public, personally appeared Levent Bozkurt, as Manager of Gray Wolf Realty LLC, who proved to me through satisfactory evidence of identification which was MA drivers license [] personally known [] U.S. Passport [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as the Manager of Gray Wolf Realty LLC, for its stated purpose.

DOUGLAS E. HAUSLER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 29, 2017


Notary Public
My Commission Expires:

Exhibit A

Lot B1A – ROFR Property

The land in said Tyngsborough with the buildings thereon, situated on the easterly side of Pawtucket Boulevard and being shown as lot B1A on a “Plan of Land in Tyngsborough, Massachusetts” dated April 13, 2009, prepared by Foresite Engineering.

Containing 25 acres and 10,456 square feet, more or less, according to said Plan.