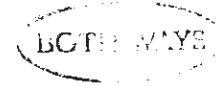




Bk: 48159 Pg: 89 Doc: DEED
Page: 1 of 4 09/13/2008 03:28 PM

DEED



PRISA ACQUISITION, LLC, a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of TWENTY-EIGHT MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$28,550,000) ~~and other good and valuable consideration paid in hand~~ to Grantor by **CLPF-KATAHDIN WOODS, L.P.**, a Delaware limited partnership ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Middlesex County, Massachusetts and legally described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "**Real Property**").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters of record in the office of the County Recorder of Middlesex County, Massachusetts, and all unpaid taxes and assessments, known or unknown (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns forever.

This Deed is made without any covenant, warranty or representation by, or recourse against, Grantor except to the extent expressly provided herein.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

[Remainder of page intentionally blank]

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 09/13/2008 03:09 PM
Ctrl# 080410 16948 Doc# 01421988
Fee: \$130,188.00 Cons: \$28,550,000.00

40
367 Wood Street, Lexington

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of September 7, 2006 to be effective as of September 11, 2006.

GRANTOR:

PRISA ACQUISITION, LLC, a Delaware limited liability company

By: **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a New Jersey corporation

By: *Joanna Mulford*
Name: Joanna Mulford
Title: Vice President

By: *Kathleen Hoffman*
Name: Kathleen Hoffman
Title: Assistant Treasurer

STATE OF NEW JERSEY §
 §
COUNTY OF MORRIS §

On this 6th day of September, 2006, before me, the undersigned notary public, personally appeared Joanna Mulford as Vice President of The Prudential Insurance Company of America, the sole member of PRISA Acquisition, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed the document voluntarily for its stated purpose.

Angela A. Reid
Notary Public
ANGELA A. REID
A Notary Public of New Jersey
My Commission Expires Feb 18, 2010

STATE OF NEW JERSEY §
 §
COUNTY OF Essex §

On this 8th day of September, 2006, before me, the undersigned notary public, personally appeared *Kathleen Hoffman*, as Assistant Treasurer of The Prudential Insurance Company of America, the sole member of PRISA Acquisition, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed the document voluntarily for its stated purpose.

Karen O. Witt
Notary Public

KAREN O. WITT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2009

EXHIBIT "A"

All that certain piece, parcel, or tract of land with the buildings thereon situated in the Town of Lexington, County of Middlesex, and Commonwealth of Massachusetts, bounded and described by a line beginning as follows:

Beginning at a stone bound in the southerly line of Hartwell Avenue at the intersection of, and in the easterly line of Wood Street at the northwesterly corner of said parcel, thence

NORTHEASTERLY by said Hartwell Avenue to land now or formerly of Hartwell Limited Partnership, a distance of eight hundred forty-three and one hundredths feet (843.01), along the arc of a curve, with a radius of one thousand three hundred nine and forty-six hundredths (1309.46), thence

S 52° 24' 15" E by land of said Hartwell Ltd. Partnership to a drill hole in a stone wall at land now or formerly of the Town of Lexington, a distance of seven hundred forty nine and thirty-six hundredths feet (749.36), thence

S 49° 22' 43" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of one hundred fifty three and twenty-eight hundredths feet (153.28), thence

S 47° 22' 18" W by, land of said Town of Lexington to a drill hole in said stone wall, a distance of ninety-two and seventy-one hundredths feet (92.71), thence

S 51° 59' 57" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of thirty-six and ninety one hundredths feet (36.91), thence

S 55° 21' 36" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of one hundred sixty eight and twenty hundredths feet (168.20), thence

S 55° 12' 19" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of seventy-three and four hundredths feet (73.04), thence

S 46° 36' 54" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of fifty-two and fifty nine hundredths feet (52.59), thence

S 53° 50' 04" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of ninety-five and no hundredths feet (95.00), thence

S 51° 03' 18" W by land of said Town of Lexington to a drill hole in said stone wall, a distance of sixty-two and nine hundredths feet (62.09), thence

S 52° 25' 34" W by land of said Town of Lexington to land now or formerly of Cosgrove, a distance of twenty and fifty one hundredths feet (20.51), thence

N 44° 05' 03" W by land of said Cosgrove and land now or formerly of Maguire, a distance of one hundred nine and fifty-two hundredths feet (109.52), thence

S 45° 54' 57" W by land of said Maguire to a point in the easterly line of Wood Street, a distance of one hundred twenty-five and no hundredths feet (125.00), thence

N 44° 05' 03" W by said Wood Street to a concrete bound, a distance of sixty and fifty-one hundredths feet (60.51), thence

NORTHWESTERLY by said Wood Street to a concrete bound, a distance of two hundred sixty-four and eighty-nine hundredths feet (264.89), along the arc of a curve with a radius of six hundred forty-four and fifty-five hundredths feet (644.55), thence

N 67° 40' 00" W by said wood street, a distance of one hundred fourteen and twenty-seven hundredths feet (114.27), thence

N 19° 06' 05" W by said Wood Street, a distance of ninety and sixty nine hundredths feet (90.69), to the point of beginning.

The above described parcel of land contains 11.97 Acres, and is more particularly shown as Lots 1 and 2 on "Lot 4 Plan of Land in Lexington, Massachusetts", dated May 27, 1987, by Harry R. Feldman, Inc., and as Lot 24 on Land Court Plan 6686T and as Lot 35 on Land Court Plan 6686Y.

Included in the foregoing premises are the following parcels of land:

PARCEL I

That certain parcel of land on Hartwell Avenue in Lexington, Mass., known as Lot 1 as shown on a plan entitled "Lot 4 Plan of Land, Lexington, Mass.", prepared by Harry R. Feldman, Inc., dated May 27, 1987 as recorded with the Middlesex Registry of Deeds on June 19, 1987 as Plan 831 of 1987.

PARCEL II

That certain parcel of land on Hartwell Avenue and Wood Street in Lexington, Mass., known as Lot 35 as shown on a plan entitled "Subdivision Plan of Land in Lexington" dated January 13, 1984 and filed with the Middlesex South Registry District of the Land Court as Plan No. 6686Y.

PARCEL III

That certain parcel of land on Hartwell Avenue and Wood Street in Lexington, Mass., known as Lot 24 as shown on a plan entitled "Subdivision Plan of Land in Lexington" dated December 15, 1961 and filed with the Middlesex South Registry District of the Land Court as Plan No. 6686T.

PARCEL IV

That certain parcel of land on Wood Street in Lexington, Mass., shown as Lot 4 on a plan entitled "Lot 4 Plan of Land, Lexington, Mass." prepared by Harry R. Feldman, Inc., dated May 27, 1987 as recorded with the Middlesex Registry of Deeds on June 19, 1987 as Plan 831 of 1987.

The above Lots have the benefit of the Sewer Access and Driveway Easements as set forth in Paragraph 1.A. of an Instrument entitled Easement Agreement dated September 28, 1984, recorded in Book 15818, Page 84 and filed as Document No. 668931, as affected by Amendment to Easement dated January 6, 1987 and recorded at Book 18245, Page 67 on June 19, 1987 and filed as Document No. 748988, as further affected by Amendment to Grant of Easement dated January 6, 1987, recorded in Book 18245, Page 70 on June 19, 1987 and filed as Document No. 749557.

Title Ref. 43964-438

C.O.T. # 232388

Signatures
Attest. Middlesex S. Register