



Bk: 51556 Pg: 240

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QUITCLAIM DEED

MASSACHUSETTS EXCISE TAX

Worcester District ROD #20 001

Date: 09/27/2013 01:25 PM

Ctri# 124988 18998 Doc# 00117327

Fee: \$2,211.60 Cons: \$485,000.00

STATE OF MASSACHUSETTS§

§ KNOW ALL MEN BY THESE PRESENTS THAT:
 COUNTY OF WORCESTER §

GARELICK FARMS, LLC, a Delaware limited liability company (whether one or more, "Grantor"), for and in consideration of the sum of FOUR HUNDRED EIGHTY FIVE THOUSAND and No/100 DOLLARS (\$485,000.00), and other good and valuable consideration paid by **GEORGE GALLAGHER, TRUSTEE OF MISCOE NORTHBRIDGE REALTY TRUST** under Declaration of Trust dated September 19, 2013, recorded with the Worcester District Registry of Deeds in Book 51536, Page 171,* (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

* OF 148 PATEL STREET, NORTH
 READING, MA.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to the following permitted exceptions ("Permitted Exceptions"): (i) current taxes and assessments not yet due and payable and taxes and assessments for subsequent years; (ii) any and all matters affecting the state of title to the Property of record in the appropriate public records of the county in which the Property is located, and (iii) all zoning, building and other laws, regulations, and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Property or any part thereof, without limitation or expansion of the scope of the quitclaim warranty herein contained.

The Property that is being transferred herein does not represent all or substantially all of the Grantor's assets in Massachusetts.

For reference to Grantor's title see Garelick Farms LLC f/k/a Dean Northeast, LLC f/k/a Suiza GTL, LLC f/k/a Miscoe Springs, Inc. f/k/a Northbridge Investment Corporation, deed from Theodore Cohen, Trustee of H20 Trust, dated December 31, 1986, recorded with said Deeds, Book 10115, Page 253 (as to Parcel 1), and by virtue of a deed from Pamela Cohen, dated

89 4 98 NORTHBRIDGE ST., MENDON, MA.

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October 12, 1995, recorded with said Deeds, Book 17763, Page 1 (as to Parcel 2). See the change of name from Northbridge Investment Corporation to Miscoe Springs, Inc., recorded with said Deeds, Book 12449, Page 345, the Certificate of Merger from Miscoe Springs to Suiza GTL, LLC, recorded with said Deeds, Book 23017, Pages 308 through 316, and the Affidavit of name change from Suiza GTL, LLC to Dean Northeast, LLC, recorded with said Deeds, Book 25942, Pages 136 through 148. See also the Certificate of Merger, recorded with said Deeds, Book 42035, Page 231.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, forever. Grantor does hereby covenant with Grantee and it assigns that, subject to the Permitted Exceptions, Grantor is lawfully seized of said Property and that Grantor has the good right and lawful authority to convey the same. Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Except as specifically stated herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

EXECUTED as of the 24th day of September, 2013.

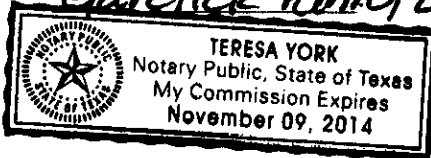
GRANTOR:

GARELICK FARMS, LLC
a Delaware limited liability company

By: [Signature]
Name: C. Shay Braun
Title: Sr. VP Procurement & Oper. Support.

STATE OF Texas §
COUNTY OF Dallas §

This instrument was ACKNOWLEDGED before me, on the 24th day of September, 2013, by C. Shay Braun, the Sr. VP of Procurement & an officer, on behalf of said Garellick Farms, LLC Oper. Support



[Signature]
Notary Public, State of TEXAS

My Commission Expires: Nov. 9, 2014
Printed Name of Notary Public: Teresa York

GRANTEE'S ADDRESS FOR TAX NOTICES:

148 Park St.
North Reading, MA
01864

When recorded, return to:

Return to: CR8
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

EXHIBIT A
PROPERTY DESCRIPTION

Legal Description

Real property in the City of Mendon, County of Worcester, State of Massachusetts, described as follows:

Parcel 1:

A certain lot or parcel of land, with the buildings thereon, situated on the northeasterly side of Northbridge Street in the Town of Mendon, County of Worcester, and State of Massachusetts, bounded and described as follows:

Beginning at a point on the northeasterly sideline of said Northbridge Street, said point being the P.C. of a curve at station 18 + 83.90 as shown on the Worcester County layout of 1934, decree 1027, Plan H-2469R;

Thence N 54 degrees 27' 05" W along said Northbridge Street 312.00 feet;

Thence by the following courses and distance along land of Epicure Package Store, Inc.:

N 05 degrees 00' 28" E 1245.87 feet;

S 74 degrees 06' 55" E 68.69 feet;

S 73 degrees 21' 25" E 340.10 feet;

S 73 degrees 09' 35" E 475.61 feet;

S 20 degrees 21' 10" W 861.06 feet;

S 19 degrees 36' 56" W 526.01 feet to the northeasterly sideline of said Northbridge Street;

Thence northwesterly along a curve to the left having a radius of 1030 feet and along the northeasterly sideline of said Northbridge Street an arc distance of 116.13 feet;

Thence northwesterly along a curve to the right having a radius of 970.00 feet and along the northeasterly sideline of said Northbridge Street an arc distance of 146.94 feet to the point of beginning containing 21.32 acres more or less.

References is made to a plan entitled "Plan of Land in Mendon, Mass. Property of Vincent Palumbo, scale: 1" = 60' April 13, 1966 Schofield Brothers Registered Land Surveyors" recorded with Worcester district deeds in Plan Book 302, Page 32 for a further description of the above described premises.

APN #: Mend-000004-000190-000098

Parcel 2:

Beginning at a Worcester County Highway bound at station 23 + 13.71 P.C. on the southerly side of said Northbridge Road;

Thence South 35 degrees 32' 55" West, 200 feet to a point,

Thence North 54 degrees 27' 05" West, 500 feet to a point;

Thence North 35 degrees 32' 55" East, 200 feet to a point on the southerly side of said Northbridge Road, the last three courses being by other land now or formerly of Miscoe Spring Water Company;

Thence South 54 degrees 27' 05" East, by said Northbridge Road, 70.19 feet to a Worcester County Highway bound;

Thence South 54 degrees 27' 05" East, by said Northbridge road, 429.81 feet to the place of beginning.

Containing approximately 100,000 square feet of land.

APN #: Mend-000004-000190-000089