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**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** (this "Deed") is made and executed by **Jay Cashman, Inc.**, a Massachusetts corporation whose mailing address is 20 West Howell Street, Boston, Massachusetts 02125 (hereinafter referred to as the "Grantor") to **Fall River Marine Terminal, LLC**, a Delaware limited liability company whose mailing address is One New Street, Fall River, MA (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships [including joint ventures], public bodies and quasi-public bodies.)

**WITNESSETH:**

**THAT** the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, unto the Grantee, with Quitclaim covenants, all that certain land situate in Bristol County, Massachusetts, and more particularly described as follows:

See **Schedule "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises").

**TOGETHER WITH** all improvements now located on the Premises except for those improvements described in **Schedule "B"** attached hereto and incorporated herein by reference which are expressly excluded from this conveyance; and

**TOGETHER WITH** all of the Grantor's interest in and to all rights, benefits, privileges, easements, licenses, approvals, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Premises.

**TO HAVE AND TO HOLD**, the same in fee simple forever. This conveyance does not constitute all or substantially all of the assets of the Grantor within the Commonwealth of Massachusetts.

**THIS DEED AND CONVEYANCE IS MADE SUBJECT TO** Grantee's assumption of all of the obligations of the Grantor set forth in the Deed from Shell Oil Company ("Shell") to the Grantor dated December 14, 2000, recorded with the Bristol County (Fall River) Registry of Deeds at Book 3917, Page 198, including also all of the obligations set forth in the various schedules to that Deed (Schedule C, Right of Entry Requirements; Schedule D, the Current Restrictions; Schedule E, Environmental Memorandum; and Schedule F, Permitted Encumbrances), the Release and Indemnification Agreement recorded therewith, and the unrecorded Agreement for Sale and Purchase between Shell and the Grantor dated August 3, 2000. An instrument of assumption of said liabilities has been executed by the Grantee and recorded herewith.

No. Main Street and New Street, Fall River (Bristol County), Massachusetts

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