

01/17/2006 \$285,000.00 State Conveyance Tax Received  
\$71,250.00 Town Conveyance Tax Received  
*Jpk - Sloan*

AFTER RECORDING RETURN TO:

William S. Wilson, Esq.  
Greenberg Traurig, LLP  
One International Place  
Boston, MA 02110

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, GATEWAY CONNECTICUT PROPERTIES, INC., a California corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by EQUITY ONE (BROOKSIDE) LLC, a Massachusetts limited liability company ("Grantee"), whose mailing address is 1600 N.E. Miami Gardens Drive, North Miami Beach, FL 33179, the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GIVE, GRANT, SELL, BARGAIN AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements, structures and fixtures situated thereon (collectively, the "Property"); subject, however, to those matters more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, subject to the Permitted Exceptions; and Grantor does, for itself, its successors and assigns, covenant with Grantee and its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantee, except for the Permitted Exceptions; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against the claims and demands made or suffered by Grantor, except as aforesaid, but not otherwise.

[SIGNATURE PAGE TO FOLLOW]

12th IN WITNESS WHEREOF, this instrument has been executed under seal as of this day of January, 2006.

**GRANTOR:**

GATEWAY CONNECTICUT PROPERTIES, INC., a California corporation

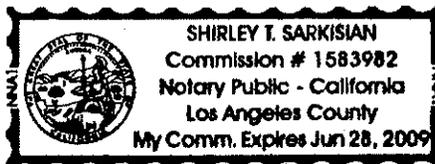
By: *Earl W. Buehner*  
Name: EARL W. BUEHNER  
Title: VICE PRESIDENT, ASST. SECRETARY & ASST. TREASURER

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On January 11, 2006, before me, the undersigned, Notary Public in and for said State and County, personally appeared Earl W. Buehner, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity(~~ies~~) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Shirley T. Sarkisian*  
Notary Public



**EXHIBIT A****LEGAL DESCRIPTION**

All that certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated in the Town of Enfield, County of Hartford and State of Connecticut, shown on a certain map or plan entitled "Enfield Development Agency Plan of Development", Enfield Memorial Industrial Park, Enfield, Connecticut dated March, 1974, revised June 12, 1981, November 12, 1981, August 30, 1982, November 2, 1982, and October 28, 1983, Scale 1" = 100', Sheet 6 of 7, which map is on file in the Enfield Town Clerk's Office, said parcel being more particularly bounded and described as follows:

Beginning at a concrete monument marking the intersection of the east street line of Phoenix Avenue and the south street line of Hazard Avenue, said monument also marking the northwest corner of the property herein described; thence S 86° 47' 28" E, a distance of 628.97 feet and S 86° 20' 08" E, a distance of 1,070.20 feet along the south street line of Hazard Avenue to a concrete monument marking the intersection with the west street line of Freshwater Boulevard; thence along the west street line of Freshwater Boulevard S 3° 39' 52" W, a distance of 219.77 feet to a concrete monument marking a point of curvature to the left, a central angle of 29° 27' 32.8", a radius of 1,080.00 feet and a length of arc of 555.29 feet to a concrete monument marking a return curve to the right, a central angle of 98° 07' 31", a radius of 35.00 feet and a length of arc of 59.94 feet to a concrete monument marking a point of compound curve to the right along the north street line of Fairway Road, a central angle of 21° 00' 57.8", a radius of 713.92 feet and a length of arc of 261.86 feet to a concrete monument marking the point of tangency; thence continuing along the north street line N 86° 39' 03.4" W, a distance of 761.36 feet to a concrete monument marking a point of curve to the left, a central angle of 20° 50' 35.5", a radius of 830.00 feet and a length of arc of 301.94 feet to a concrete monument marking a point of tangency; thence S 72° 30' 21.1" W, a distance of 310.13 feet to a concrete monument marking a return curve to the right with Phoenix Avenue, a central angle of 91° 17' 20", a radius of 35.00 feet and a length of arc of 55.76 feet to a concrete monument marking a point of compound curve in the east street line of Phoenix Avenue; thence continuing in the east street line of Phoenix Avenue on a curve to the right, a central angle of 19° 54' 17", a radius of 2,925.00 feet and a length of arc of 1,016.16 feet to the point or place of beginning.

**EXHIBIT B****PERMITTED EXCEPTIONS**

1. Real estate taxes and all general and special assessments for 2006 and subsequent calendar years.
2. Rights of tenants under written leases.
3. Local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
4. Matters which would be disclosed by that certain Survey dated December 8, 2005 prepared by Daylor Consulting Group Inc. titled "#10, 28 and 38 Hazard Avenue, Brookside Plaza in Enfield, Connecticut."
5. Sanitary sewer, drainage easements, covenants, and agreements set forth in a Special Warranty Deed from the Town of Enfield and the Enfield Development Agency to Richard D. Bronson and Allan Hutensky dated July 10, 1984 and recorded in Volume 489 at Page 937 of the Enfield Land Records; as affected by a Partial Release of Sanitary Sewer Easement dated July 8, 1986 and recorded in Volume 523 at Page 435 of the said Land Records; as further affected by a Certificate of Occupancy issued by the Enfield Development Agency dated March 25, 1987 and recorded in Volume 542 at Page 507 of the said Land Records.
6. Terms and provisions of a Lease wherein Richard D. Bronson and Allan Hutensky are the Landlord and First National Supermarkets, Inc. is the Tenant, a Notice of which is dated November 28, 1984 and recorded in Volume 495 at Page 44 of the Enfield Land Records; amended by virtue of a First Amendment to Lease dated January 25, 1985 and recorded in Volume 496 at Page 467 of the said Land Records; as affected by a Commencement Date Agreement dated October 3, 1985 and recorded in Volume 507 at Page 779 of the said Land Records; as assigned to, and assumed by, Shaw's Supermarkets, Inc. by virtue of an Assignment of Lease and Assumption Agreement dated October 8, 1986 and recorded in Volume 1011 at Page 316 of said Land Records.
7. Terms and provisions of a Lease wherein Richard D. Bronson and Allan Hutensky are the Landlord and the Stop & Shop Companies, Inc. is the Tenant, a Notice of which is dated December 4, 1984 and recorded in Volume 496 at Page 1 of the Enfield Land Records; as affected by a Commencement Date Agreement dated February 14, 1986 and recorded in Volume 513 at Page 611 of the said Land Records.
8. Water Main Easement in favor of The Connecticut Water Company dated November 13, 1984 and recorded in Volume 496 at Page 250 of the Enfield Land Records.
9. Easement in favor of The Connecticut Light and Power Company dated May 24, 1985 and recorded in Volume 500 at Page 1159 of the Enfield Land Records.

10. Terms and provisions of a Lease wherein Richard D. Bronson and Allan Hutensky are the Lessors and McDonald's Corporation is the Lessee, a Memorandum of which is dated July 10, 1985 and recorded in Volume 503 at Page 65 of the Enfield Land Records; as affected by a Covenant Not to Compete dated July 18, 1985 and recorded in Volume 503 at Page 75 of the said Land Records.
11. Terms and provisions of a Lease wherein Richard D. Bronson and Allan Hutensky are the Lessors and Dunkin' Donuts of Connecticut, Inc. is the Lessee, a Notice of which is dated December 10, 1985 and recorded in Volume 514 at Page 650 of the Enfield Land Records.
12. Easement in favor of The Connecticut Light and Power Company dated March 27, 1986 and recorded in Volume 515 at Page 635 of the Enfield Land Records.
13. Terms and provisions of a Lease wherein Richard D. Bronson and Allan Hutensky, d/b/a Bronson & Hutensky, are the Landlord and Marshalls of Enfield, CT., Inc. is the Tenant, a Notice of which is dated April 21, 1986 and recorded in Volume 517 at Page 25 of the Enfield Land Records.
14. Water Main Easement in favor of The Connecticut Water Company dated August 22, 1986 and recorded in Volume 530 at Page 621 of the Enfield Land Records.
15. Terms and provisions of a Lease wherein Richard D. Bronson and Allan Hutensky are the Landlord and D'Angelo Inc. is the Tenant recorded on November 24, 1986 in Volume 532 at Page 867 of the Enfield Land Records. See also Notice of Lease dated December 30, 1986 and recorded in Volume 538 at Page 129 of the said Land Records. See also Assignment of Lease from D'Angelo Inc. to Delops, Inc. dated December 1, 1993 and recorded in Volume 833 at Page 2 of the said Land Records.
16. Easement in favor of The Connecticut Light and Power Company dated November 25, 1986 and recorded in Volume 533 at Page 357 of the Enfield Land Records.
17. Water Main Easement in favor of The Connecticut Water Company dated February 19, 1987 and recorded in Volume 542 at Page 1013 of the Enfield Land Records.
18. Terms and provisions of a Lease wherein Brookside Associates is the Landlord and Taco Bell Corp. is the Tenant, a Memorandum of which is dated September 2, 1987 and recorded in Volume 558 at Page 1114 of the Enfield Land Records; as affected by a Subordination, Non-Disturbance and Attornment Agreement by and between Maine State Retirement System and Taco Bell Corp. dated June 1, 1987 and recorded in Volume 558 at Page 1109 of the said Land Records.
19. Terms and provisions of a Lease wherein Brookside Associates is the Landlord and Springfield Food Systems, Inc. is the Tenant, a Notice of which is dated February 1, 1988 and recorded in Volume 568 at Page 851 of the Enfield Land Records. Said leasehold interest is affected by the following:

a) Contingent Assignment of Lease by and between Springfield Food System, Inc. and KFC Corporation dated July 15, 1987 and recorded in Volume 568 at Page 880 of the said Land Records;

b) Open-End Leasehold Mortgage Deed, Assignment of Rents, Security Agreement and Fixture Filing from Springfield Food System, Inc. to CBL Capital Corporation dated April 5, 1994 and recorded in Volume 858 at Page 1 of the said Land Records; assigned to Citicorp Leasing, Inc. by virtue of an Assignment of Open-End Leasehold Mortgage Deed, Assignment of Rents, Security Agreement and Fixture Filing dated July 21, 1998 and recorded in Volume 1138 at Page 241 of the said Land Records; modified by virtue of a Modification of Open-End Leasehold Mortgage Deed, Assignment of Rents, Security Agreement and Fixture Filing dated July 20, 1998 and recorded in Volume 1138 at Page 246 of the said Land Records; further modified by virtue of a Modification of Open-End Leasehold Mortgage Deed, Assignment of Rents, Security Agreement and Fixture Filing dated September 11, 2002 and recorded in Volume 1574 at Page 29 of the said Land Records; further modified by virtue of a Third Modification of Open-End Leasehold Mortgage Deed, Assignment of Rents, Security Agreement and Fixture Filing dated April 20, 2005 and recorded in Volume 2038 at Page 30 of the said Land Records;

c) UCC Financing Statement wherein Springfield Food System, Inc. is the Debtor and CBL Capital Corporation is the Secured Party recorded on April 11, 1994 in Volume 858 at Page 30 of the Enfield Land Records; continued by virtue of a UCC Continuation recorded on February 1, 1999 in Volume 1183 at Page 215 of the said Land Records; as further continued by virtue of a UCC Financing Statement Amendment recorded on April 5, 2004 in Volume 1844 at Page 312 of the said Land Records.

20. Letter of Understanding Between Pizza Hut of America, Inc. and Brookside Associates dated December 21, 1989 and recorded in Volume 607 at Page 579 of the Enfield Land Records. See also Assignment and Assumption of Lease Agreement by and between Pizza Hut of America, Inc. and Mita Enterprises, LLC dated March 3, 1999 and recorded in Volume 1198 at Page 342 of the said Land Records. See also Financing Statement wherein Mita Enterprises, LLC is the Debtor and Tricon Capital Corp. is the Secured Party (assigned within the document to Chase Bank of Texas, National Association, as Collateral Agent) recorded in Volume 1199 at Page 1 of the said Land Records; as continued by virtue of a UCC Financing Statement Amendment recorded on October 15, 2003 in Volume 1771 at Page 196 of the said Land Records; as amended by virtue of a UCC Financing Statement Amendment recorded on November 25, 2003 in Volume 1792 at Page 329 of the said Land Records.

21. Terms and provisions set forth in Standard Agreement for Construction and Installation of Public Improvements and Utilities and Related Improvements by and between the Town of Enfield and Brookside Plaza Associates recorded in Volume 614 at Page 334 of the Enfield Land Records.

22. Electric Distribution Easement in favor of The Connecticut Light and Power Company dated June 11, 1993 and recorded in Volume 788 at Page 127 of the Enfield Land Records.



