

**MORTGAGEE'S NOTICE  
OF PUBLIC SALE OF  
REAL ESTATE  
PROPERTY ADDRESS:  
97 SETTLEMENT ROAD  
STONINGTON, MAINE  
MORTGAGE RECORDED:  
HANCOCK COUNTY  
REGISTRY OF DEEDS  
BOOK 5223, PAGE 284  
BOOK 5857, PAGE 264**

By virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed, Security Agreement and Financing Statement dated June 4, 2009 granted by Stonington Real Estate, LLC to TD Bank National Association (the "Bank") and recorded in the Hancock County Registry of Deeds at Book 5223, Page 284 on June 8, 2009, as modified by a Mortgage Modification Agreement dated June 15, 2012 and recorded in said registry in Book 5857, Page 264 on July 18, 2012 (the "Mortgage") of which the Bank is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing the same there will be sold at Public Sale on September 26, 2012 at 3:00 p.m. at 97 Settlement Road, Stonington, Maine, the following real property, to wit:

All that certain lot or parcel of land situated in Stonington, Hancock County, State of Maine, and being more particularly described as follows:

Lot A, (including that portion of Lot A shown as "33' R/W & ESMT") on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road Stonington, Hancock County, Maine," dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded in the Hancock County Registry of Deeds on October 26, 1995, as Instrument 319, Map File 27, No. 38.

TOGETHER WITH a perpetual nonexclusive easement in and to the "33' R/W & ESMT" shown on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road, Stonington, Hancock County, Maine," dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded in the Hancock County Registry of Deeds on October 26, 1995, as Instrument 319, Map File 27, No. 38.

TOGETHER with Grantor's interest, if any, in and to lands encumbered by Lease #0243-L-32 between Sunshine Seafood, Inc. as tenant and State of Maine, Bureau of Parks and Recreation as landlord dated December 22, 2003.

**MEANING AND INTENDING** to describe and convey herein the same premises conveyed to the within mortgagor, Stonington Real Estate, LLC by deed from Maritime Holdings, LLC by deed dated June 5, 2005 and recorded in the Hancock County Registry of Deeds at Book 5223, Page 282.

**Terms of Sale:**

a. The Premises will be sold "AS IS WHERE IS" WITHOUT RECOURSE AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, as to the condition of the Premises or the status of title.

b. A \$50,000 deposit (non-refundable as to the highest bidders) in CASH or CERTIFIED U.S. FUNDS, made payable to Tranzon Auction Properties (deposited with auctioneer as a qualification to bid), increased to 10% of the purchase price within 5 days of the sale, with the balance due and payable within 45 days from date of public sale.

c. Method, order of sale, and bidding increments shall be at the sole discretion of the Bank and its auctioneer. The successful bidder will be required to sign a purchase and sale agreement at the conclusion of the auction in the form provided by the Bank. At the closing, the Bank shall present the successful bidder with a quitclaim deed without covenant thereby releasing the Premises to the successful bidder.

d. The Bank reserves the right to adjourn and reconvene the public sale from week to week by giving notice to the registered bidders at the auction.

e. The Bank, its nominee or assigns, reserves the right to bid at the sale without making the required deposit and, if the Bank, its nominee or assigns is the high bidder, to pay for the property purchased with a credit against the debt owed to the Bank. The Bank also reserves the right to make a junior bid at the completion of the auction proceedings.

f. The Bank reserves the right to modify or add to the terms of sale stated herein. The terms and conditions of sale, including any additions to or modifications of the terms set forth above, will be announced at the sale. This sale is to be conducted by Tranzon Auction Properties, 93 Exchange Street, Portland, Maine, 207-775-4300, fax 207-773-7275, www.tranzon.com e-mail mcarey@tranzon.com.

Dated: August 30, 2012

TD Bank, National Association  
By Its Duly-Authorized Attorney,  
/s/ Aaron P. Burns, Esq.

## PURCHASE AND SALE AGREEMENT

This Agreement entered into this 26th day of September 2012, by and between **TD Bank, N.A.**, with a mailing address One Portland Square, P.O. Box 9540, Portland, Maine 04112-9540 (hereinafter "Seller") and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter "Buyer").

### WITNESSETH

**WHEREAS**, Seller has held a public auction of all its right, title and interest in and to certain real property together with the buildings thereon situated or about 97 Settlement Road, Stonington, Maine as described in Exhibit A attached hereto (collectively, the "Premises") and;

**WHEREAS**, Seller concurrently conducted a secured party's sale of all personal property owned by Live Lobster, Co., Inc., Lobster Web Co., LLC and/or Bait Man, LLC in which Seller has a security interest and which personal property is located at or about the Premises (the "Personal Property");

**WHEREAS**, at said public auction Buyer bid and, in so doing, agreed to purchase the Premises and the Personal Property, in the entirety, for the sum of U.S. \$ \_\_\_\_\_ subject to all the Terms and Conditions of Sale announced at auction;

**NOW THEREFORE**, Seller, in consideration of the deposit of U.S. \$50,000.00, receipt of which is hereby acknowledged, does hereby agree to sell and convey the Premises and the Personal Property to Buyer for the total purchase price of U.S. \$ \_\_\_\_\_ (the "Purchase Price") and Buyer agrees to purchase the same for said Purchase Price upon the following terms and conditions:

1. Transfer of Premises. Seller agrees, at the time of closing hereunder and upon receipt of the balance due on the Purchase Price, to execute and deliver to Buyer a Quitclaim Deed Without Covenant of the Premises, and said Deed shall release to Buyer all right, title and interest of Seller in and to the Premises subject to all encumbrances, liens, charges, laws, matters and regulations, including, but not limited to the matters set forth on Exhibit B attached hereto.

Any commitment for title insurance, any specimen title insurance policy or any certification of title offered or made available to Buyer (if applicable) is not a representation or warranty by Seller or its agents or contractors, as to title to the Premises or any other matter, and, if accepted by Buyer, shall be binding upon only the title insurance carrier extending such commitment or issuing such policy or certification.

2. Transfer of Personal Property. Seller agrees, at the time of closing hereunder and upon receipt of the balance due on the Purchase Price, to execute and deliver to Buyer a Quitclaim Bill of Sale with respect to the Personal Property, and said Bill of Sale shall release to Buyer all right, title and interest of Seller in and to the Personal Property subject to all encumbrances, liens (including, without limitation, unpaid personal property taxes and personal property tax liens), charges, laws, redemption rights, matters and regulations.

3. Additional Terms of Sale. The sale of the Premises is subject to the terms of

Additional Terms of Sale set forth in the auction materials/bidder's prospectus/property information package prepared by Tranzon Auction Properties, as well as the Notice of Mortgagee's Sale of Real Estate published in the *Ellsworth American*, which terms are incorporated herein by reference.

**4. Buyer acknowledges that Seller is selling the Premises and Personal Property at auction and that Buyer has had an opportunity to inspect the Premises and Personal Property and any public records in any way affecting or relating to the Premises and/or Personal Property. Buyer agrees that the Premises and Personal Property are to be conveyed AS IS, WHERE IS as of the time of closing hereunder without recourse and without any representation or warranty of any kind whatsoever of/by Seller, its agents, servants or independent contractors, either expressed or implied. The Seller disclaims warranty of title.**

5. Insurance. Buyer at its own expense shall obtain and continue in force until date of closing, casualty and liability insurance coverage on the Premises and the Personal Property to take effect on the date of this Agreement. Such insurance shall name Seller as a co-insured and shall be in an amount not less than the Purchase Price, payable on loss as the respective interests of Buyer and Seller may appear. Buyer shall provide to Seller evidence of such insurance within one (1) business day of the date of this Agreement.

6. Deposit. Buyer agrees that the \$50,000.00 deposit paid this day shall be non-refundable. Buyer shall increase the deposit to 10% of the purchase price within five days of the auction. Buyer also agrees to pay Seller the balance of the Purchase Price in cash or certified U.S. funds at closing.

7. Closing. The closing hereunder shall be held at a place agreed upon by the parties hereto on or before November 9, 2012. If the time of day or place of closing is not otherwise agreed upon, the closing shall be at the office of Pearce & Dow, LLC, Two Monument Square, Suite 901, Portland, Maine, at such time of day as is designated by the Bank. It is agreed that time is of the essence of this Agreement.

8. Allocation of Purchase Price. The parties agree to the allocation of the Purchase Price between the Premises and the Personal Property set forth below.

Allocation of value: \_\_\_\_\_ (real property)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ To be determined prior to closing

If the parties are unable to agree on an allocation of the purchase price, the allocation shall be determined by the Seller based on valuation information currently available to the Seller.

9. Default by Buyer. If Buyer fails to pay the Purchase Price within the time set forth or otherwise fails to perform in accordance with the terms or provisions of this Agreement,

Seller shall retain all deposits paid hereunder as damages. In addition, the Premises and the Personal Property may be resold in any manner to any party and any deficiency, together with expenses and costs of re-sale, including reasonable attorneys' fees and costs, will be paid by the defaulting Buyer. Without limiting the generality of the foregoing, upon default by the Buyer, Seller shall also have the right to purchase Buyer's rights hereunder for the sum of \$1.00 and resell the Premises and the Personal Property as assignee of Buyer's rights hereunder free and clear of all claims of Buyer, the Buyer hereby assigning effective as of such default all his right, title, and interest under this contract to the Bank conditioned upon the Seller's depositing in the U.S. Mails postage prepaid, cash or check for \$1.00 addressed to Buyer at the address above given. Seller also reserves the right to make a junior bid at the completion of the auction proceedings.

10. Default by Seller. In the event that Seller fails to perform in accordance with the terms or provisions of this Agreement, the damages to which Buyer may be entitled from Seller, at any time, shall not exceed the amount of the Buyer's deposit, repayable without interest and that, in no circumstances may such damages including punitive damages, lost profits, investment opportunities, other "opportunity" costs or attorneys fees or costs.

11. Real Estate/Personal Property Taxes- Utility Charges. Buyer assumes and agrees to pay all unpaid real estate taxes, personal property taxes, unpaid utility charges and any and all other municipal or quasi-municipal assessments against, or with respect to, the Premises or the Personal Property.

12. Real Estate Transfer Tax. Buyer shall pay all stamp or transfer taxes or fees associated with the transaction herein described, including, without limitation, transfer taxes and fees for the recording of Quitclaim Deed Without Covenant.

13. Sales Tax – Personal Property. Sales tax payable on the transfer of the Personal Property, if any, shall be the exclusive responsibility of the Buyer. If the parties are unable to agree an allocation of the Purchase Price, as referenced in Section 8, above, prior to the closing described herein, Buyer and Seller agree that at such closing Buyer shall also pay to Seller the sales taxes assessed by the State of Maine on the transfer of the Personal Property calculated based on the ratio of the assessed value of the Personal Property and the Premises as established by the Town of Stonington for the current tax year.

14. Tenants and Occupants. The Premises shall be conveyed subject to leases, tenancies-at-will, occupants and parties in possession, if any, as of the time of closing. Seller makes no representations or warranties regarding the status or enforceability of any leases relating to the Premises or the status of rent collections/payments by any such tenants. No sums collected as rent from any tenant of the Premises by Seller (if any) shall be prorated between the Buyer and the Seller as of the closing date.

15. Full Performance by Seller. The tender of a deed and quitclaim bill of sale by Seller shall be deemed to be full performance and discharge of every agreement and obligation of Seller herein contained or expressed.

16. No Broker(s). Seller and Buyer each represent and warrant to the other that neither of them has retained a real estate broker with respect to the transaction described herein and that no party is due a commission in conjunction with the sale of the Premises and the Personal Property except for the auctioneer retained by Seller.

17. No Reliance. Buyer acknowledges that Buyer has not been influenced to enter into this transaction by Seller or its agents, nor has Buyer relied upon any warranties or representations not set forth or incorporated herein.

18. No Assignment. Buyer may not assign its rights hereunder without the express, written consent of Seller.

19. Notices. Any notices required to be given by one party to the other party hereto shall be given at the address for such receiving party set forth at the beginning of this Agreement.

20. WAIVER OF JURY TRIAL. ALL PARTIES HERETO HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT CONTRACT.

21. Construction/Applicable Law. This Agreement is to be construed under the laws of the State of Maine, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, personal representatives, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. The parties submit to the jurisdiction of any court of the State of Maine sitting in Cumberland County with respect to any dispute that may arise hereunder. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several.

22. Captions/Headings. Any captions or headings used herein are for convenience only and should not be considered to be part of this Agreement or used to determine the intent of the parties.

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date first above set forth.

**TD Bank, N.A.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Katherine W. Brunelle,  
Its Vice President, Commercial Workout

**Buyer**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Buyer's Social Security or  
Taxpayer I.D. No(s)

## **Exhibit B**

### **ADDITIONAL TERMS OF PUBLIC SALE OF REAL AND PERSONAL PROPERTY**

Property to be sold: 97 Settlement Road, Stonington, Maine

Place of Sale: 97 Settlement Road, Stonington, Maine

Date and Time of Sale: September 26, 2012 @ 3:00 PM

1. This sale is conducted pursuant to the power of sale contained in a Mortgage Deed, Security Agreement and Financing Statement dated June 4, 2009 granted by Stonington Real Estate, LLC to TD Bank, National Association (the "Bank") and recorded in the Hancock County Registry of Deeds at Book 5223, Page 284 on June 8, 2009, as modified by a Mortgage Modification Agreement dated June 15, 2012 and recorded in said registry in Book 5857, Page 264 on July 18, 2012 (the "Mortgage") and Security Agreements provided to the Bank by Live Lobster Co., Inc., Bait Man Co., LLC and Lobster Web Co., Inc.

2. The sale is conducted by the Seller in its capacity as mortgagee and secured party pursuant to, inter alia, 14 M.R.S.A. §6203-A and 11 M.R.S.A. §9-1610.

3. The real property being sold (the "Premises") consist of a certain lot or parcel of land, with any buildings thereon, located at or about 97 Settlement Road, Stonington, Maine being more particularly described in the Mortgage and in Schedule A attached hereto.

4. The personal property being sold (the "Personal Property") is the personal property located at 97 Settlement Road, Stonington, Maine set forth in Schedule A-1 in which the Seller has a perfected security interest.

5. The Premises and the Personal Property shall be sold in the entirety.

6. The Premises shall be sold subject to any matter of record prior to the date of the Bank's Mortgage including without limitation:

a. Rights of the public under the Colonial Ordinance of 1641-1847 as clarified by Title 12 M.R.S.A. Section 571 et seq. and under the Federal Navigational Servitude to that portion of the premises which lies below the high water mark of Webb Cove, Atlantic Ocean.

b. Rights of the United States of America, the State of Maine and the public in and to that portion of the premises lying below the low water mark of Webb Cove, Atlantic Ocean.

c. Claims that some portion of said land has been created by artificial means, or has accreted to such portion so created.

d. Claims that some portion of said land has been brought within the boundaries

hereof by avulsive movement or has been formed by accretion to any such portion.

e. Riparian rights of others; this policy does not insure the status of riparian rights of the owner of the insured premises.

f. Any wharves, piers, docks or boathouses, adjacent to or utilized in connection with the premises or any personal property referred to in deeds in the chain of title or as disclosed on any plans, surveys, or sketches of the premises to the extent not located on the premises.

g. Restrictions and covenants contained in the deed from Marian W. Church to John C. Rogers dated June 26, 1905, recorded at the Hancock County Registry of Deeds in Book 424, Page 310.

h. Road Access Easement and Maintenance Agreement entered into between Antonio C. Ramos and The Trust for Public Land, dated May 10, 1998, recorded at the Hancock County Registry of Deeds in Book 2529, Page 67.

i. Terms and conditions of Submerged Lands Lease No. 0243-L-32 referred to in Schedule A.

j. Any failure of title arising from the inadequacy of the description set forth in Schedule A, Parcel Second.

k. Easement from James B. Eaton and Peter A. Graf to Bangor Hydro-Electric Company dated June 16, 1997, recorded at the Hancock County Registry of Deeds in Book 2662, Page 577.

l. Easement from Sunshine Seafood Inc. to Verizon New England no, dated March 11, 2002, recorded at the Hancock County Registry of Deeds in Book 3304, Page 51.

m. Terms and conditions of a Recordable Private Line Agreement between Sunshine Seafood and Bangor Hydro-Electric Company, dated September 21, 2007, recorded at the Hancock County Registry of Deeds in Book 4974, Page 112.

n. Covenant between Perini Corporation and Webb Cove Realty dated March 6, 1979, recorded at the Hancock County Registry of Deeds in Book 1344, Page 384.

o. Terms and conditions of an Agreement between Perini Corporation and Webb Cove Realty dated March 9, 1979, recorded at the Hancock County Registry of Deeds In Book 1344, Page 387.

p. Assumption Agreement between James E. Eaton and Machias Savings Bank, dated June 19, 2002, recorded at the Hancock County Registry of Deeds in Book 3347, Page 11.

q. Statement of Facts shown on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road, Stonington, Hancock County, Maine" dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125).



Said plan being recorded at the Hancock County Registry of Deeds as Instrument 319 in Map File 27, No. 38.

r. Apparent encroachment of the new building within the right-of-way limits as shown on mortgage loan inspection prepared by Gartley & Dorsky Engineering and Surveying dated May 15, 2009.

7. The Personal Property will be sold subject to all encumbrances, liens (including, without limitation, unpaid personal property taxes and liens), charges, laws, redemption rights, matters and regulations.

8. The tax collector for Stonington, Maine reports as follows:

Real Estate Taxes Due:	\$	_____	as at _____, 2012
Personal Property Taxes Due:	\$	_____	as at _____, 2012
Other Municipal Assessments Due:		_____	

TD Bank, N.A. makes no representations or warranties as to the accuracy or completeness of the foregoing figures, and it disclaims any responsibility or liability with respect thereto. The figures were obtained by the auctioneer via communications with municipal officials. They are provided for convenient reference only. Bidders should conduct their own inquiries to determine the amount of any municipal or quasi-municipal assessments outstanding with respect to the Premises and/or the Personal Property.

9. The Premises are sold subject to leases, tenancies, occupants and parties-in-possession, if any. The Premises are also sold subject to easements, rights, restrictions and encumbrances affecting the Premises to the extent in force and applicable, and also subject to any conditions or state of affairs as would be revealed by a physical inspection of the Premises or by a survey of the Premises. Seller makes no representations or warranties regarding the status of any such leases or any interest of Seller therein.

10. The deed to the Purchaser will be a Quitclaim Deed Without Covenant from TD Bank, N.A. as mortgagee, pursuant to the above-referenced Power of Sale. Said Quitclaim Deed Without Covenant shall release to the Buyer all of Seller's right, title and interest in and to the subject Premises subject to all encumbrances, liens, charges, laws, matter and regulations. The Buyer shall be responsible for any real estate transfer or stamp taxes with respect to the transfer. The Personal Property shall be conveyed by Quitclaim (Release) Bill of Sale from TD Bank, N.A. to Purchaser. The Buyer shall also pay any sales tax due on the transfer of the personal property.

11. The Premises and the Personal Property shall be sold at public auction to the highest bidder. Any and all persons wishing to bid for the Premises and the Personal Property must, prior to the start of the auction, register with the auctioneer, sign an agreement to be bound by the terms of sale and pay a deposit in cash or certified check made payable to Tranzon Auction Properties in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00). The

deposit will be increased to 10% of the purchase price within five days of the auction. Unsuccessful bidders shall receive a refund of their deposit immediately following the auction. As to the successful bidder, the deposit shall be nonrefundable, and it will be credited to the purchase price. The successful bidder will be required to sign a Purchase and Sale Agreement at the conclusion of the auction in the form provided by the Seller. The balance of the purchase price shall be due and payable in cash or certified check at closing which shall occur on or before November 9, 2012. At said closing, the Seller shall present the successful bidder with a Quitclaim Deed Without Covenant and a Quitclaim (Release) Bill of Sale thereby releasing the Premises and the Personal Property unto the successful bidder. If the successful bidder fails to pay the Purchase Price within the time set forth or otherwise fails to perform in accordance with the terms or provisions of the Purchase and Sale Agreement, the Seller shall retain all deposits paid thereunder as damages. In addition, the Premises and the Personal Property may be resold in any manner to any party and any deficiency, together with expenses and costs of re-sale, including reasonable attorneys' fees and costs, will be paid by the defaulting successful bidder. Without limiting the generality of the foregoing, upon default by the successful bidder, the Seller shall also have the right, at its option, to purchase the successful bidder's rights under the Purchase and Sale Agreement for the sum of \$1.00 and resell the Premises and the Personal Property as assignee of the defaulting successful bidder's rights thereunder free and clear of all claims of the defaulting successful bidder, such successful bidder hereby assigning effective as of such default all his right, title, and interest under this contract to the Seller conditioned upon the Seller's depositing in the U.S. Mails postage prepaid, cash or check for \$1.00 addressed to the defaulting successful bidder at the address above given.

12. Seller reserves the right to bid at the auction without making the required deposit and, should the Seller, its successors and/or assigns be the successful high bidder, to pay for the property with credit against the indebtedness owed to the Seller. Seller also reserves the right to make a junior bid at the completion of the auction proceedings. Seller reserves the right to take recesses in the auction process from time to time as Seller sees fit and/or to modify or amend the terms of sale in the Seller's discretion. Seller reserves the right to refuse to accept any irregular bid. **Seller will not accept any offers to purchase the Premises or the Personal Property from any individual that is an employee of The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations.** The high bidder at the auction sale will be required to sign an addendum to the Purchase and Sale Agreement certifying that he/she is not an employee of the Seller, its subsidiaries or affiliates.

13. The risk of loss or damage to the Premises and/or Personal Property by fire or otherwise from and after the date of the public sale is assumed by the Purchaser. Purchaser must provide the Bank with evidence of insurance, including liability insurance, immediately after the auction. An insurance binder should be faxed to Katherine Brunelle at the Bank. She is available here today to provide you with her fax number.

14. **The Premises and the Personal Property are sold WITHOUT RECOURSE and on an "AS IS", "WHERE IS" basis.** Neither TD Bank, N.A. nor any of its agents makes any representation or warranty of any kind or nature regarding the Premises or the Personal Property or the status of any leases relating to the Premises. Purchaser acknowledges that

Purchaser has been given the opportunity to and has made such physical inspection of the Premises and the Personal Property and such inspection of all public records as Purchaser deems fit, and that no representations or warranties concerning the Personal Property or title to the Premises or its compliance with any applicable zoning, environmental or land use regulations, laws or ordinances have been made or are being made by TD Bank, N.A. or any of its agents or representatives on behalf of TD Bank, N.A.

15. PLEASE NOTE: You have signed a binding written contract agreeing to the Terms and Conditions of Sale. Any bid you make falls under the Maine Auction Law, Chapter 5-B of Title 32 and Section 2-328 of the Maine Uniform Commercial Code, and the Statute of Frauds. If you do not agree to the Terms and Conditions of Sale, please return your bidding card to the auctioneer at this time.

### **Schedule A**

Lot A (including that portion of Lot A shown as "33' R/W & ESMT") on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road Stonington, Hancock County, Maine," dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded in the Hancock County Registry of Deeds on October 26, 1995, as Instrument 319, Map File 27, No. 38.

TOGETHER WITH a perpetual nonexclusive easement in and to the "33' R/W & ESMT" shown on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road, Stonington, Hancock County, Maine," dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded in the Hancock County Registry of Deeds on October 26, 1995, as Instrument 319, Map File 27, No. 38.

TOGETHER with Grantor's interest, if any, in and to lands encumbered by Lease #0243-L-32 between Sunshine Seafood, Inc. as tenant and State of Maine, Bureau of Parks and Recreation as landlord dated December 22, 2003.

MEANING AND INTENDING to describe and convey herein the same premises conveyed to the within mortgagor, Stonington Real Estate, LLC by deed from Maritime Holdings, LLC by deed dated June 5, 2005 and recorded in the Hancock County Registry of Deeds at Book 5223, Page 282.

**Schedule A-1**

All goods, fixtures, machinery, equipment and inventory located at 97 Settlement Road, Stonington, Maine, excluding vehicles and vessels.

### **SCHEDULE C**

I/We, \_\_\_\_\_ hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations (the "Bank") nor am I related in any way with solicitors or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am dealing at arm's length with the aforementioned parties.

If the above is not applicable state the nature of relationship with any of the aforementioned parties:

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Dated:        September 26, 2012

Buyer: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Commitment for Title Insurance



### SCHEDULE A

#### Commitment

Name and Address of Title Insurance Company:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

Title Officer:  
Escrow Officer  
Escrow No.  
Loan No.

Title No. «  
Locate No.:

1. Effective Date:

2. Policy or policies to be issued:

(a) ALTA Owner's Policy (6/17/06)  
Proposed Insured:  
«buyer»

Amount \$

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple

4. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

Stonington Real Estate, LLC by Quitclaim Deed with Covenants granted by Maritime Holdings, LLC dated June 5, 2009 and recorded June 8, 2009 at the Hancock County Registry of Deeds in Book 5223, Page 282.

5. The land referred to in this commitment is described as follows:

All that certain land situated at 97 Settlement Road, Stonington, County of Hancock and State of Maine, all more particularly described in Exhibit A attached hereto and made a part hereof.

Old Republic National Title Insurance Company

Countersigned:

By: \_\_\_\_\_

AUTHORIZED OFFICER OR AGENT

Schedule A- Page 1

This commitment incorporates the provisions of the  
ALTA 2006 Commitment Form and is valid if Schedule B is attached

File #

### Schedule B- Section 1 Requirements

Note: As used herein “recorded” shall mean recorded with the Hancock County (Maine) Registry of Deeds.

The following must be complied with:

Item (a) Payment to or on account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Note: As used herein recorded shall mean recorded with the Hancock County Registry of Deeds.

1. All outstanding real estate taxes, homeowners association fees, if any, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.
2. Duly authorized, executed and recorded deed from Stonington Real Estate, LLC vesting fee simple title in buyer. Real Estate Transfer Tax forms plus a check made out to the appropriate county Registry of Deeds in the amount of the Transfer Tax must accompany the deed to be recorded in this transaction.
3. Duly authorized, executed and recorded mortgage from Buyer to \_\_\_\_\_securing its loan. NOTE: A creditors' rights exception will be added to Schedule B-Part I of the policy if the mortgage is not recorded within ten (10) days of its execution.
4. Affidavit of Exercise of Power of Sale to be filed in the Hancock County Registry of Deeds pursuant to 14 M.R.S.A. §623-B within 30 days of the Public Sale.
5. Written Consent of the State of Maine to the assignment of submerged land lease 0243-L-32 to the Buyer.



Old Republic National Title Insurance Company  
Schedule B- Section II  
Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Note: As used herein recorded shall mean recorded with the Hancock County Registry of Deeds.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date he proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Taxes assessed as of April 1, 2012, and for subsequent years. This policy insures that taxes are paid through \_\_\_\_\_. Subsequent taxes are not yet due and payable.

3. Persons in possession.

Note: Upon receipt of an executed Owner's Affidavit, this exception will be deleted or amended in accordance with the facts disclosed thereby. (Loan Policy)

4. Any encroachment, encumbrance, violation variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey and personal inspection of the Land.

Note: Upon receipt of a current Land Title Survey, Mortgage Loan Inspection Plan or Survey Affidavit and an additional premium of \$50.00, this exception will be deleted or amended in accordance with the facts disclosed thereby. (Loan Policy)

5. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: Provided this is not a construction loan, upon receipt of an executed Owner's Affidavit indicating no such rights, this exception will be deleted from the policy. (Loan Policy)

6. IF THE INSURED PREMISES ISA CONDOMINIUM UNIT:

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on Title, created by the laws of the state of the insured Land or set forth In the Master Deed or Declaration of Condominium, in the related Bylaws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instruments creating the estate or interest Insured by this policy.

7. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: '...but omitting any covenants or restriction,, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.'

8. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.

9. The exact acreage or square footage of the Land will not be insured.

10. This policy does not insure the accuracy of any statements of area or acreage appearing in the insured description.

Old Republic National Title Insurance Company  
Schedule B- Section II  
Exceptions (Cont'd)

11. Rights of the public under the Colonial Ordinance of 1641-1847 as clarified by Title 12 M.R.S.A. Section 571 et seq. and under the Federal Navigational Servitude to that portion of the premises which lies below the high water mark of Webb Cove, Atlantic Ocean.
12. Rights of the United States of America, the State of Maine and the public in and to that portion of the premises lying below the low water mark of Webb Cove, Atlantic Ocean.
13. Claims that some portion of said land has been created by artificial means, or has accreted to such portion so created.
14. Claims that some portion of said land has been brought within the boundaries hereof by avulsive movement or has been formed by accretion to any such portion.
15. Riparian rights of others; this policy does not insure the status of riparian rights of the owner of the insured premises.
16. Any wharves, piers, docks or boathouses, adjacent to or utilized in connection with the insured premises or any personal property referred to in deeds in the chain of title or Schedule C or as disclosed on any plans, surveys, or sketches of the insured premises to the extent not located on the insured premises.
17. Restrictions and covenants contained in the deed from Marian W. Church to John C. Rogers dated June 26, 1905, recorded at the Hancock County Registry of Deeds in Book 424, Page 310.
18. Road Access Easement and Maintenance Agreement entered into between Antonio C. Ramos and The Trust for Public Land, dated May 10, 1998, recorded at the Hancock County Registry of Deeds in Book 2529, Page 67.
19. Terms and conditions of Submerged Lands Lease No. 0243-L-32 referred to in Exhibit A.
20. Any failure of title arising from the inadequacy of the description set forth in Exhibit A, Parcel Second.
21. Easement from James B. Eaton and Peter A. Graf to Bangor Hydro-Electric Company dated June 16, 1997, recorded at the Hancock County Registry of Deeds in Book 2662, Page 577.
22. Easement from Sunshine Seafood Inc. to Verizon New England no, dated March 11, 2002, recorded at the Hancock County Registry of Deeds in Book 3304, Page 51.
23. Terms and conditions of a Recordable Private Line Agreement between Sunshine Seafood and Bangor Hydro-Electric Company, dated September 21, 2007, recorded at the Hancock County Registry of Deeds in Book 4974, Page 112.
24. Covenant between Perini Corporation and Webb Cove Realty dated March 6, 1979, recorded at the Hancock County Registry of Deeds in Book 1344, Page 384.
25. Terms and conditions of an Agreement between Perini Corporation and Webb Cove Realty dated March 9, 1979, recorded at the Hancock County Registry of Deeds in Book 1344, Page 387.
26. Assumption Agreement between James E. Eaton and Machias Savings Bank, dated June 19, 2002, recorded at the Hancock County Registry of Deeds in Book 3347, Page 11.
27. Statement of Facts shown on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road, Stonington, Hancock County, Maine" dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded at the Hancock County Registry of Deeds as Instrument 319 in Map File 27, No. 38.

Title No.  
Locate No.:

## Exceptions (Cont'd)

28. Apparent encroachment of the new building within the right-of-way limits as shown on mortgage loan inspection prepared by Gartley & Dorsky Engineering and Surveying dated May 15, 2009.

SPECIMEN

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that certain lot or parcel of land situated in Stonington, Hancock County, State of Maine, and being more particularly described as follows:

Lot A (including that portion of Lot A shown as "33' R/W & ESMT") on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road Stonington, Hancock County, Maine," dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded in the Hancock County Registry of Deeds on October 26, 1995, as Instrument 319, Map File 27, No. 38.

TOGETHER WITH a perpetual nonexclusive easement in and to the "33' R/W & ESMT" shown on a plan entitled "Final Standard Boundary Survey Plan Showing the Settlement Quarry Subdivision, Oceanville Road, Stonington, Hancock County, Maine," dated June 23, 1995, prepared by Rodney E. Chadbourne, P.L.S. (No. 1125). Said plan being recorded in the Hancock County Registry of Deeds on October 26, 1995, as Instrument 319, Map File 27, No. 38.

TOGETHER with Grantor's interest, if any, in and to lands encumbered by Lease #0243-L-32 between Sunshine Seafood, Inc. as tenant and State of Maine, Bureau of Parks and Recreation as landlord dated December 22, 2003.

MEANING AND INTENDING to describe and convey herein the same premises conveyed to the within mortgagor, Stonington Real Estate, LLC by deed from Maritime Holdings, LLC by deed dated June 5, 2005 and recorded in the Hancock County Registry of Deeds at Book 5223, Page 282.



## Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

Secretary

---

Authorized Signature

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: [://www.alta.org/](http://www.alta.org/).

**ALTA PRIVACY FORM**

**MAY 7, 2001**

**Old Republic National Title Insurance Company and/or Old Republic Title  
Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Old Republic National Title Insurance Company** and **Old Republic Title**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.