

PURCHASE & SALE AGREEMENT

This Purchase & Sale Agreement is entered by and between:

Seller:	Purchaser:	Purchaser:
TD Bank, N.A. PO Box 9540 Portland ME 04112-9540	Name	Name
	Address	Address
	Address	Address
	SSN / TIN	SSN / TIN

1. Property. Seller hereby agrees to sell and Purchaser (jointly and severally "Purchaser") hereby agrees to purchase real property identified as **584 and 585 White Mountain Highway, Milton, New Hampshire**, Tax Map 42, Lots 125, 128, 128-1 and 129, being the same real property or a portion thereof conveyed to Seller by a certain Mortgage and Security Agreement in favor of TD Banknorth, N.A. n/k/a TD Bank, N.A., dated August 13, 2007 and recorded in the Strafford County Registry of Deeds at Book 3563, Page 134 and real property situated at or about Champion Road (formerly known as Champion Street), Lebanon, Maine, Tax Map U11, Lots 9 and 15, conveyed to Seller by a certain Quitclaim Deed of even or recent date and recorded or to be recorded in the York County Registry of Deeds (the "Property").

2. Price. Purchaser hereby agrees to pay to Seller the sum of _____ (\$ _____) as follows:

- a. A non-refundable Twenty-Five Thousand Dollar (\$25,000) deposit in cash, bank check, cashier's check or certified check (U.S. funds) payable to "Tranzon Auction Properties Escrow Account" at the time of execution of this Agreement, the receipt of which is hereby acknowledged by Seller;
- b. An additional non-refundable deposit equal (with the initial deposit) to Ten Percent (10%) of the purchase price within Five (5) days of the date of this Agreement; and
- c. The remainder of the purchase price by wire transfer, bank check, cashier's check or certified check payable to "TD Bank, N.A." at the closing.

3. Terms of Sale. The sale is subject to the terms and conditions set forth in the Additional Terms and Conditions and other terms and conditions of sale, including additions to or modifications of the terms set forth above, announced at the sale. Purchaser's obligation to close is not subject to receipt of any financing.

4. Risk of Loss. All risk of loss to the Property occurring after the date of this Agreement by fire, theft or any other event or casualty, total or partial, shall be with the Purchaser.

5. Closing. The closing shall take place on or before Forty-Five (45) days from the date hereof. **TIME IS OF THE ESSENCE.**

The aforesaid Property shall be conveyed by Mortgagee's Quitclaim Without Covenant Deed, without any covenants, representations or warranties whatsoever.

At closing, Purchaser shall pay all transfer taxes, personal property taxes, sales taxes, real estate taxes, water and sewer liens and all other assessments of any type or kind relating to the Property (whether assessed to Purchaser or Seller or assessed and unbilled).

6. Purchaser Default/Termination. If Purchaser either shall default in the making of any payment herein required or shall fail to comply with any term, condition or covenant of this Agreement, Seller may, in addition to any other right or rights available as a matter of law or equity, retain the deposit(s) as liquidated damages, declare Purchaser's rights under this Agreement terminated and at an end and Seller may resell the Property to the next highest bidder or readvertise the Property for sale, at Seller's option. Notice of intention to declare this Agreement so terminated shall be given in writing to Purchaser and shall be deemed to be effective upon mailing of such notice by certified mail, return receipt requested by Seller to Purchaser at the address listed above. Seller shall be entitled to recover from Purchaser all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Purchaser of any term, condition or covenant of this Agreement.

7. Possession. Purchaser shall only be entitled to possession at closing. Third parties may occupy the Property at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

8. Assignment. Purchaser shall have no right to assign this Agreement without the prior written consent of Seller, and any purported assignment of this Agreement shall be voidable at the option of Seller without in any manner affecting Purchaser's obligations hereunder.

9. Modification of This Agreement/Integration. No term or condition of this Agreement shall be modified except by agreement in writing executed by Purchaser and Seller. The Additional Terms of Sale and any supplemental terms and conditions of sale announced by the Auctioneer at the Public Sale are made a part hereof and incorporated herein by reference and, to the extent of an inconsistency between such Terms and Conditions of Sale as supplemented at the auction, including the Notice of Mortgagee's Sale of Real Property and Secured Creditor's Sale of Personal Property of Ocean Management Group Corp. published in *Foster's Daily Democrat*, the within Agreement shall control. Purchaser agrees that in the event of any ambiguity as to either the meaning or intent of the terms or obligations set forth herein or any documents executed in connection herewith, such ambiguity shall not be construed more favorably to one party than to another.

10. Limitation of Purchaser's Damages. Purchaser agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Purchaser may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Purchaser's deposit(s), repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, lost profits, compensatory damages, consequential damages and/or attorneys' fees.

11. WAIVER OF JURY TRIAL AND VENUE. PURCHASER AGREES THAT IN THE EVENT OF ANY DISPUTE AS BETWEEN PURCHASER AND SELLER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, OR THE PROPERTY HEREBY CONTEMPLATED TO BE TRANSFERRED BY SELLER TO BUYER, SUCH DISPUTE SHALL BE TRIED BEFORE A SINGLE JUSTICE OF THE SUPERIOR COURT IN CUMBERLAND COUNTY, STATE OF MAINE, SITTING WITHOUT A JURY.

12. Status of Mortgagee/No Warranties. Purchaser further acknowledges and agrees that Seller has not made and does not make any representations or warranties and that Seller disclaims all warranties, express or implied, as to the condition of the Property, including without limitation, warranties of merchantability, habitability or fitness for a particular purpose.

Purchaser further acknowledges that Purchaser has been provided with the opportunity to investigate and inspect the Property. Seller makes no representations regarding the location of boundaries, number of square feet, the location of improvements or any other matters set forth in the description of the real estate. Seller does not warrant the accuracy of the plans or their compliance with state and local law. Purchaser further acknowledges that the transfer of any permits and approvals may require the consent of the approving governmental body, which Purchaser shall obtain at Purchaser's risk and expense. Purchaser further acknowledges and agrees that any inaccuracy or noncompliance is at Purchaser's risk, and that such variances shall not constitute grounds for any actions for rescission, damages or diminution of the purchase price.

13. Auctioneer. Purchaser and Seller recognize Tranzon Auction Properties as Auctioneer in connection with the transaction contemplated herein. Purchaser shall not be responsible for Auctioneer's commission; such costs shall be paid by Seller. Purchaser shall indemnify and hold harmless Seller from and against all claims made by any person or entity arising out of Purchaser's actions. This indemnity shall include all costs and expenses incurred by Seller, including reasonable attorney's fees and paralegal fees. This indemnity shall survive delivery of the Deed at Closing.

14. A. Number/Gender/Joint and Several Obligations. The term "Purchaser" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

B. Headings. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

C. New Hampshire Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire, but any dispute shall be tried or otherwise resolved as set forth in Paragraph 11 above.

D. Notice. Except as otherwise specifically provided herein, all notices and other writings permitted or required herein shall be in writing by the party giving such notice and shall be deemed properly given upon deposit in the United States mail as bearing proper first class postage and addressed to the other party at the address first above given, or such other address as may be from time to time designated in writing by either party.

E. Copies. By their signatures hereon, the parties hereto acknowledge receipt of a copy of this Agreement and the Schedules referred to herein.

15. Purchaser acknowledges that he/she/it is not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, nor is he/she/it related in any way to any employees, solicitors, agents or any other person acting for or retained by or on behalf of The Toronto-Dominion Bank in relation to the Property and confirms that he/she/it is dealing at arm's length with the aforementioned parties. Additionally, he/she/it is not

involved in any way in any transaction relating to the Property to impede, hinder or otherwise avoid the representations made hereunder. If Bank at any time determines the representations made herein are false, then Bank at any time may pursue damages, including, without limitation, rescission as set forth in Paragraph 6 above.

16. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties hereto, and Seller and Purchaser acknowledge that neither is relying upon any statement or representation, written or oral, of any party or person which has not been embodied in this Agreement.

IN WITNESS WHEREOF, the parties have hereby set their hands and seals on April 11, 2013.

TD BANK, N.A.

Witness

By: _____

Printed name and title

Witness

Purchaser

Witness

Purchaser

Deeding Instructions:

Name(s) on Deed: _____

Address: _____

SSN's / EIN's: _____

**NOTICE OF MORTGAGEE'S SALE OF REAL PROPERTY
AND SECURED CREDITOR'S SALE OF PERSONAL PROPERTY
OF OCEAN MANAGEMENT GROUP CORP.**

**[584 and 585 White Mountain Highway, Milton, New Hampshire]
[Milton Tax Map 42, Lots 125, 128, 128-1 and 129]
[Strafford County Registry of Deeds, Book 3563, Page 134]**

By virtue of and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement (öMortgageö) in favor of TD Banknorth, N.A. n/k/a TD Bank, N.A., a banking institution with a place of business at 36 Center Street, Wolfeboro Falls, County of Carroll, State of New Hampshire (öBankö, öTD Bank, N.A.ö and öMortgageeö), dated August 13, 2007 and recorded in the Strafford County Registry of Deeds at Book 3563, Page 134 (öMortgageö) (the original of which Mortgage is located at TD Bank, N.A., Two Monument Square, Portland, Maine and may be examined there during normal business hours), for breach of the conditions of said Mortgage and for the purpose of foreclosing the fee title in and to the mortgaged premises, there will be sold at Public Auction Sale on April 11, 2013 at 11:00 a.m. at 584 and 585 White Mountain Highway, Milton, New Hampshire, the real and personal property subject to the Mortgage, *viz*: Certain lots or parcels of land, together with the buildings, improvements and fixtures thereof, situated in the Town of Milton and located at 584 and 585 White Mountain Highway (referenced as Town of Milton Tax Map 42, Lots 125, 128, 128-1 and 129) (öPropertyö), as more fully described in said Mortgage.

Terms of Sale: The Property will be sold "***AS IS, WHERE IS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED***" as to the condition of the Property or the status of title.

A. A bidder who wishes to bid on the Property must submit as a qualification to bid at the auction a deposit of Twenty-Five Thousand Dollars (\$25,000), in cash, cashier's check or certified check (U.S. funds) to be increased to Ten Percent (10%) of the highest bid within Five (5) business days following the execution of a Purchase and Sale Agreement. The remaining balance of the purchase price shall be due and payable by wire transfer, bank check, certified check or cashier's check (U.S. funds) at closing. All checks should be made payable to öTranzon Auction Propertiesö. In the event that the highest bidder fails to close pursuant to the Purchase and Sale Agreement, the Property will be sold to the next highest bidder willing to purchase the Property or readvertised for sale at the Bank's discretion.

B. The successful bidder must sign a Purchase and Sale Agreement with Bank, requiring a closing within Forty-Five (45) days of the date of the public sale. The Property will be sold by Mortgagee's Release Deed(s) Without Covenant and/or Secured Creditor's Bill(s) of Sale, as applicable, to the highest bidder(s). In the event and to the extent that Mortgagee(s) (or its designee) is the highest bidder, no down payment(s) or contract(s) will be required.

C. Bank and Auctioneer reserve the right to modify or add to the terms of sale. The terms and conditions of sale, including additions to or modifications of the terms set forth above, will be announced at the sale.

D. The sale of the Property will be made without warranties and subject to, among other things: (a) prior liens, restrictions, senior encumbrances, tenancies, recorded or

unrecorded leases, utility easements, rights of way whether recorded or unrecorded and/or visible on the face of the earth, encumbrances which maintain validity at the date of conveyance and any other conditions a title or UCC 11 search would reveal; (b) any unpaid taxes or assessments; and (c) any facts which an accurate survey or inspection of the Property might show.

E. This Notice of Sale shall serve as notice of public sale of all fixtures, together with all replacements thereof, all attachments, accessions, additions, substitutions, and all other tangible personal property subject to the Mortgage (the "Collateral-I") at the location set forth above at 11:00 a.m. on April 11, 2013. TD Bank, N.A. makes no representation, covenant or warranty of any type, nature or kind regarding the Collateral-I including, without limitation, warranties regarding the condition or fitness of the Collateral-I for any purpose.

F. Further information regarding the auction and/or accounting may be obtained by contacting Tranzon Auction Properties, 93 Exchange Street, PO Box 4508, Portland, Maine 04112-4508, Telephone (207) 775-4300 (www.tranzon.com).

This notice shall also serve as notice of public sale of all machinery, equipment, furniture, fixtures and inventory, together with all replacements thereof, all attachments, accessions, additions, substitutions, and all other tangible personal property (the "Collateral-II") subject to any Security Agreements held by TD Bank, N.A. relating to Ocean Management Group Corp. at the location set forth above at 11:00 a.m. on April 11, 2013. Any Collateral-II not sold at the public sale shall be sold by private sale on or after 11:00 a.m. on April 11, 2013. Bank makes no representation, covenant or warranty of any type, nature or kind regarding the Collateral-II including, without limitation, warranties regarding the condition or fitness of the Collateral-II for any purpose. Borrowers and Guarantors are entitled to an accounting of the unpaid indebtedness and may be responsible for the change, as yet undetermined. The Collateral-II may be sold either in its entirety, in units, or by individual item, and shall be sold subject to all prior liens and encumbrances, if any. Additional terms of the sale may be announced. This notice is provided pursuant to applicable law.

You are hereby notified that you have a right to petition the superior court for the county in which the mortgaged premises are situated, with service upon the mortgagee, and upon such bond as the court may require, to enjoin the scheduled foreclosure sale.

DATED: March 7, 2013

TD Bank, N.A.
by its counsel:

HIRSHON LAW GROUP, P.C.

By: _____
David M. Hirshon, Esq.

By: _____
Marshall J. Tinkle, Esq.
Its Attorneys

ADDITIONAL TERMS OF SALE

**PUBLIC FORECLOSURE SALE OF REAL PROPERTY
AND SECURED SALE OF PERSONAL PROPERTY
OF OCEAN MANAGEMENT GROUP CORP.**

**584 and 585 White Mountain Highway, Milton, New Hampshire
Tax Map 42, Lots 125, 128, 128-1 and 129
[Strafford County Registry of Deeds, Book 3563, Page 134]**

Date, Time and Place of Sale: April 11, 2013 commencing at 11:00 a.m. at 584 and 585 White Mountain Highway, Milton, New Hampshire

Mortgagee/Seller: TD Bank, N.A. f/k/a Banknorth, N.A. ("Bank").

Attorney for TD Bank, N.A.: David M. Hirshon; Hirshon Law Group, P.C.; 208 Fore St., Portland ME 04101; Telephone (207) 619-8550

Auctioneer for TD Bank, N.A.: Tranzon Auction Properties; 93 Exchange Street; PO Box 4508; Portland ME 04112-4508; Telephone (207) 775-4300 (www.tranzon.com).

Additional Terms

A. This sale is conducted in accordance with the Notice of Mortgagee's Sale of Real Property and Secured Creditor's Sale of Personal Property of Ocean Management Group Corp. to be published in *Foster's Daily Democrat* on March 15, 2013, March 22, 2013 and March 29, 2013, by virtue of a statutory power of sale contained in a Mortgage and Security Agreement dated August 13, 2007 and recorded in the Strafford County Registry of Deeds at Book 3563, Page 0134 ("Mortgage") in favor of TD Bank, N.A., a banking institution with a place of business at 36 Center Street, Wolfeboro Falls, County of Carroll, State of New Hampshire ("Bank" and "TD Bank, N.A."), for breach of the conditions of said Mortgage and for the purpose of foreclosing the same.

B. The property consists of certain real property together with any improvements thereon situated at 584 and 585 White Mountain Highway, Milton, New Hampshire (Tax Map 42, Lots 125, 128, 128-1 and 129), as more fully described in said Mortgage and in said Notice of Sale ("Property").

C. The Property shall be sold, as announced at the sale, subject to, among other things, easements, restrictions, encumbrances, rights of way recorded and unrecorded, and easements, restrictions, encumbrances and rights of way recorded and unrecorded which were disclosed in the Notice of Public Sale and with no warranties express or implied as to all such matters. No warranties, guarantees or representations of any kind are made by Bank, Auctioneer or their respective agents with regard to the Property. All warranties are expressly disclaimed with respect to any improvements above or below ground, the location of boundaries or improvements, title to any of the Property, tenancies, environmental compliance, or compliance with any applicable zoning or land use regulations, laws or ordinances, or

undisclosed or hidden defects. Purchaser will assume the risk of any defects and each bidder expressly acknowledges and agrees that the amount bid reflects the "AS IS, WHERE IS" condition of the Property and the assumption of all risks relating to undisclosed defects. Bank assumes that bidders have inspected the Property prior to the auction. Square footage dimensions are approximate and should be independently verified prior to bidding. The Bank, Auctioneer and their respective agents assume no liability for errors or omissions in the within Additional Terms of Sale or any of the Property listings or advertisements or promotional / publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the Auctioneer makes no guaranties or representations as to the accuracy of the information herein contained or in any property listing or advertisements or promotional / publicity statements and materials.

D. The Property shall be sold subject to real estate taxes, personal property taxes, sewer liens and water liens assessed by and due and payable to the Town of Milton, New Hampshire and subject to any other assessments for utilities or otherwise applicable to the Property.

E. The deed to the Purchaser for the real property will be a Quitclaim Without Covenant Deed from Bank. The Purchaser shall at his/her/its cost pay all real estate transfer taxes and sales taxes, whether assessed to Purchaser or Bank.

F. A bidder who wishes to bid must submit as a qualification to bid at the auction a deposit of Twenty-Five Thousand Dollars (\$25,000), in cash, cashier's check or certified check (U.S. funds) to be increased to Ten Percent (10%) of the highest bid within Five (5) days following the execution of a Purchase and Sale Agreement. The remaining balance of the purchase price shall be due and payable by wire transfer, bank check, certified check or cashier's check (U.S. funds) at closing. All checks should be made payable to "Tranzon Auction Properties Escrow Account". In the event that the highest bidder fails to close pursuant to the Purchase and Sale Agreement, the Property will be sold to the next highest bidder willing to purchase the Property or readvertised for sale at the Bank's discretion.

G. The successful bidder must sign a Purchase and Sale Agreement with Bank, requiring a closing within Forty-Five (45) days of the date of the public sale. In the event and to the extent that Mortgagee(s) (or its designee) is the highest bidder, no down payment or contract will be required.

H. If the deposit of the highest bidder is less than ten percent (10%) of the purchase price, the deposit must be increased to 10% of the purchase price, within five (5) days of the public sale and the remaining balance of the purchase price shall be due and payable by either wire transfer, bank check, certified check or cashier's check (U.S. funds) at closing. Bank or any of its subsidiaries reserve the right to submit a bid at the conclusion of the auction, without deposit.

I. Bank reserves the right to modify or add to the terms of sale. The terms and conditions of sale, including additions to or modifications of the terms set forth above, will be announced at the sale.

J. In the event that the Purchaser fails to pay the whole of the purchase price within the time set forth above, and/or fails to comply with any of the terms and conditions of sale, Bank may in addition to any other right or rights set forth in the Purchase and Sale Agreement, retain the deposit as liquidated damages, declare Purchaser's rights under the Purchase and Sale Agreement terminated and at an end and Bank may resell the Property to the next highest bidder or readvertise the Property for sale, at its option. In the event that there is a failure to close the sale with the party who executes the Purchase and Sale Agreement, Bank reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the Property for the next highest bid, with or without deposit in the discretion of Bank. Bank disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

K. Risk of Loss. All risk of loss to the Property by fire, theft or otherwise, total or partial, occurring after the auction, shall be with the Purchaser.

L. All above described real property is sold "AS IS, WHERE IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. No warranties, guaranties or representations of any kind are made by Bank and its agents. Bank SPECIFICALLY AND WITHOUT LIMITATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO DESCRIPTION OF THE REAL ESTATE, OR THE STATUS OF TITLE TO THE PROPERTY; FITNESS FOR A PARTICULAR PURPOSE, OR AS TO MERCHANTABILITY OR HABITABILITY; THE CONDITION OF THE PROPERTY OR ANY OTHER MATTER.

Bidder acknowledges the opportunity to inspect and has made such inspections as he/she/it sees fit, and that no representations or warranties concerning the title to the real property and personal property or its compliance with any applicable zoning or land use regulations, laws, codes or ordinances were made, have been made, or are being made by Bank or any of its agents or representatives.

M. While descriptions are believed to be correct, the Auctioneer, Bank and/or any of their agents make no warranties or guaranties, expressed or implied, as to genuineness, authenticity, or defects, and will not be held responsible for advertising discrepancies or inaccuracies.

N. The Bank and the Auctioneer reserve the right, subject to applicable provisions of New Hampshire law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale process; (iii) continue the sale from time to time without notice to any person; and (iv) amend the terms of sale as it deems in the best interest of the Bank. *In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.*

O. A record of bidding will be maintained by the Bank and/or the Auctioneer for its own use. All persons present at the auction and wishing to submit a bid must register and sign a bidding contract with the auctioneer, and submit the requisite deposit as aforesaid prior to commencement of the bidding.

P. The Auction procedure will be open and verbal. Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. Bank reserves the right to add to or

change any of the terms and conditions of sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the sale at any time before or during the auction.

Q. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the Sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a purchase and sale agreement at the time of the sale, in the form provided at the sale, and such representative must provide documentation satisfactory to Bank that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid. *By executing and delivering the Bidder's Card to the Auctioneer, you have signed a written, binding contract agreeing to the terms and conditions of sale and understand any bid you make falls under the Statute of Frauds. If you do not agree to the terms and conditions of sale, please return your bidding card to the Auctioneer.*

R. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Additional Terms of Sale and the terms of the Purchase and Sale Agreement executed by the Bank and the successful bidder, the Purchase and Sale Agreement shall control.

S. Auctioneer will not accept any bids from any individual that is an employee of The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations other than the Bank bidding on the Property in order to repurchase the Property in connection with its Mortgage.

T. Bank will deliver to Purchaser at Closing, upon Purchaser's satisfaction of all terms and conditions of a Purchase and Sale Agreement dated April 11, 2013, a Quitclaim Deed Without Covenant of Bank's interest in certain property located at or about Champion Road, Lebanon, Maine.

U. PLEASE NOTE: You have signed a written, binding contract agreeing to the terms and conditions of sale, and understand any bid you make falls under the Statute of Frauds. If you do not agree to the terms and conditions of sale, please return your bidding card to the clerk.

*Further information regarding this public auction
may be obtained by contacting the Auctioneer.*

**MORTGAGEE'S QUITCLAIM DEED WITHOUT COVENANT
(RELEASE DEED)**

KNOW ALL PERSONS BY THESE PRESENTS, THAT **TD BANK, N.A.**, formerly known as TD Banknorth, N.A., a banking institution with a place of business at 36 Center Street, Wolfeboro Falls, County of Carroll and State of New Hampshire (öGrantorö), by virtue of and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement (öMortgageö) in favor of Grantor dated August 13, 2007 and recorded in the Strafford County Registry of Deeds at Book 3563, Page 134 and a public sale having been held on April 11, 2013 at which the within Grantee was the highest bidder, and Grantor having given proper notice of the aforementioned public sale and Grantee having complied with all terms of sale, **TD BANK, N.A. f/k/a TD BANKNORTH, N.A.** does hereby RELEASE and forever QUITCLAIMS to _____ (öGranteeö), whose mailing address is _____, a certain lot or parcel of land, with any buildings thereon, situated at 584 and 585 White Mountain Highway, in the Town of Milton, County of Strafford and State of New Hampshire, being more particularly bounded and described as follows:

*Please see **Exhibit A**, attached hereto.*

Being the same premises described in and conveyed by the aforesaid Mortgage (hereinafter öPropertyö).

THIS CONVEYANCE IS MADE SUBJECT TO real estate taxes assessed by and due and payable to the Town of Milton, State of New Hampshire, and also subject to any water and sewer charges that may be assessed against the Property.

Grantee acknowledges by acceptance of this Deed, that no representations were or are made by Grantor, whether express or implied, regarding the Property hereby conveyed.

IN WITNESS WHEREOF, It, **TD BANK, N.A.** has caused these presents to be signed and its corporate seal to be affixed by _____, its _____ hereunto duly authorized, this ____ day of _____, 2013.

*Signed, Sealed and Delivered
In Presence of:*

TD BANK, N.A.

Witness

By: _____
Its: _____

STATE OF NEW HAMPSHIRE

_____, ss. _____, 2013

Then personally appeared the above-named _____, duly authorized officer of TD Bank, N.A., known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same for the purposes therein contained on behalf of TD Bank, N.A.

Before me,

Notary Public/Justice of the Peace, State of New Hampshire
Print name: _____
My commission expires: _____

EXHIBIT A

Milton, New Hampshire:

Nine (9) certain tracts or parcels of land, together with the buildings thereon, if any, situated in Milton, County of Strafford and State of New Hampshire, bounded and described as follows:

Tract I:

A certain piece or parcel of land together with the depot building thereon situated in Milton, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at a point North 65° 09' 30" West thirteen and ninety hundredths (13.90) feet from Station 1081-26.33 on the center line of track of the Boston Division of the Boston and Maine Railroad, thence running along land of said Railroad South 24° 50' 30" West eighty-one and two hundredths (81.02) feet and South 26° 52' 20" West one hundred seventy-two and forty-one hundredths (172.41) feet, thence on same course about five (5) feet to the River, thence South by said River about thirty-one (31) feet, thence North 48° 04' 30" West ninety-seven and no hundredths (97.00) feet, thence curving with a radius of one thousand nine hundred thirty-four and seventy-five hundredths (1,934.75) feet a distance of two and no hundredths (2.00) feet, thence South 50° 25' 51" East fifteen and twenty-five hundredths (15.25) feet, thence curving to the left having a radius of one thousand nine hundred fifty and no hundredths (1,950.00) feet two hundred fifty-three and seventy-two hundredths (253.72) feet, thence running along land of the Boston and Maine Railroad South 65° 09' 30" East fifty-five and thirty-five hundredths (55.35) feet to the point of beginning, be all of said measurements more or less, said parcel containing an area of about twenty thousand one hundred ninety (20,190) square feet and being shown upon a plan marked: "Land in Milton, New Hampshire, Boston and Maine Railroad to Raylen Realty Company, J. F. Kerwin, Ass't Chief Engineer, November, 1959", recorded in the Strafford County Registry of Deeds.

Subject to and together with the benefit of easements, restrictions, rights of way, covenants and agreements of record, the same as are in force and applicable and as set forth in a deed dated June 21, 1960, given by the Boston and Maine Railroad to the Eliot Realty Corporation, and modified by a release from said Boston and Maine Railroad to Eliot Realty Corporation dated August 16, 1960.

Meaning and intending to convey a portion of the premises conveyed to Ray's Sunoco & Sports Shop, Inc. by Warranty Deed of Rheaume J. Lamoureux dated January 16, 1963 and recorded in the Strafford County Registry of Deeds, Book 758, Page 325.

Tract II:

A certain tract or parcel of land, together with the buildings thereon, situate in Milton, in the County of Strafford and State of New Hampshire, bounded and described as follows, to wit:

Beginning at a point at land now or formerly of the Boston and Maine Corporation, which is North $65^{\circ} 09' 30''$ West, thirteen and ninety hundredths (13.90) feet from Station 1082+44.34 on center line of track, Boston and Maine Corporation-Boston Division Conway Branch; thence running along land now or formerly of Raylen Realty Co., North $65^{\circ} 09' 30''$ West, forty-three and ninety-two hundredths (43.92) feet to the easterly sideline of Route No. 16, so called (n/k/a Route 125); thence turning and running along said easterly sideline of said Route No. 16 (n/k/a Route 125) on the following two (2) courses: North $28^{\circ} 37' 48''$ East, three hundred seventy-five and eighty hundredths (375.80) feet to an iron pipe; North $24^{\circ} 38' 10''$ East, two hundred eighteen and forty-three hundredths (218.43) feet to an iron pipe; thence on a curve to the right with a radius of one thousand one hundred seventy-one and thirty hundredths (1,171.30) feet, a distance of thirty-one and thirteen hundredths (31.13) feet to an iron pipe; thence turning and running South $62^{\circ} 55' 20''$ East, eighteen and twenty-five hundredths (18.25) feet to a point at land now or formerly of the Boston and Maine Corporation; thence turning and running along said land now or formerly of the Boston and Maine Corporation, South $24^{\circ} 50' 30''$ West, six hundred twenty-three and seventy-seven hundredths (623.77) feet to the point of beginning, all of said measurements being more or less; said parcel containing about 16,653 square feet and being shown on Plan marked, "Land in MILTON, N.H. Boston and Maine Corporation to Roberta J. McGurin, J.D. Batchelder Engr of Design, Scale 1 in. = 50 ft., October 1966" which Plan is recorded in the Strafford County Registry of Deeds, and to which reference may be made for a further description of said premises.

This conveyance is made subject to any and all restrictions and covenants contained in deed of the Boston and Maine Corporation to Rheaume J. Lamoureux, dated November 23, 1966, and recorded in Strafford County Registry of Deeds, Book 824, Page 41, to which reference may be had for a further and more particular description of said restrictions and covenants.

Meaning and intending to convey the same premises conveyed to Rheaume J. Lamoureux by deed of the Boston and Maine Corporation, dated November 23, 1966, and recorded in Strafford County Registry of Deeds, Book 824, Page 41.

Tract III:

Also, another certain tract or parcel of land, together with the buildings thereon, situate in Milton, in the County of Strafford and State of New Hampshire, bounded and described as follows, to wit:

Beginning at a point North 65° 09' 30" West, thirteen and ninety hundredths (13.90) feet from Station 1081+26.33 on the center line of location of the Conway Branch of the Boston Division of the Boston and Maine Railroad; thence running by land now or formerly of Raylen Realty Company, North 65° 09' 30" West, fifty-five and thirty-five hundredths (55.35) feet to the easterly line of N.H. State Highway; thence turning and running on a curve to the left by said Highway, with a radius of one thousand nine hundred fifty and no hundredths (1950.00) feet, a distance of one hundred eighteen and fifty-eight hundredths (118.58) feet; thence turning and running South 65° 09' 30" West, one hundred eighteen and one hundredths (118.01) feet, said last two (2) courses running along land now or formerly of the Boston and Maine Railroad, to the point of beginning; all of said measurements being more or less; said parcel containing an area of about 5,785 square feet and being shown on a Plan marked, "Land in Milton, N.H. Boston and Maine Railroad – To Raylen Realty Company, J.F. Kerwin Asst. Chief Engr., Scale 1 inch = 20 feet, June 1960," which Plan was recorded in Strafford County Registry of Deeds on September 29, 1960, in Book 723, Page 462.

This conveyance is made subject to and together with the benefit of easements, restrictions, rights of way, covenants, agreements, reservations and exceptions of record, the same as are in force and applicable and as set out in a deed from the Boston and Maine Railroad to Eliot Realty Corporation dated September 9, 1960.

Meaning and intending to convey the same premises conveyed to Rheaume J. Lamoureux by deed of Harold W. Ernst and Grace M. Ernst dated February 14, 1967 and recorded in Strafford County Registry of Deeds, Book 824, Page 116.

Tract IV:

A certain tract of land with the buildings thereon, situate in Milton, County of Strafford and State of New Hampshire, on the easterly side of the Wakefield Road (formerly Route 16 and n/k/a Route 125), formerly known as the Plaza Hotel, bounded and described as follows:

Beginning on said Route 16 (n/k/a Route 125) at the southwesterly corner of land of the Boston and Maine Railroad and running southerly by said road one hundred twenty five (125) feet to land formerly of Henry N. Lawson, but now or formerly of an automobile service station; thence turning and running southeasterly by said service station land to the Salmon Falls River; thence turning and running northerly by said River to said Railroad land; thence turning and running westerly by said Railroad land to the point of beginning.

Said premises are conveyed subject to the following easements, namely:

- a. To the right of the Great Falls Manufacturing Company to flow said land.

b. To such rights as may exist in any person to enter upon said land for the purpose of digging up, relaying and maintaining the sewer pipe running across the same near its southerly boundary.

Meaning and intending to convey the premises originally described in the deed of Madeleine Braman to George and Inez Sisto dated May 6, 1970 and recorded in Strafford County Records, Book 877, Page 379. See also deed from Inez Sisto conveying her one-half interest in the premises to George Sisto dated October 27, 1972 and to be recorded in Strafford County Records.

Tract V:

An easement over a certain portion of a tract of land, that land being the railroad right of way currently owned by New Hampshire Northcoast Corporation, being located off New Hampshire Route 125 in the Town of Milton, in the County of Strafford, in the State of New Hampshire bounded and described as follows:

Commencing at the northwesterly sideline of the aforesaid railroad right-of-way and at a railroad spike found in place marking the northwesterly property corner of land now or formerly of Ray's Marina, Inc. Thence South twenty four degrees forty two minutes fifty seconds West (S 24° 42' 50" W), a distance of sixty two and fifty seven hundredths feet (62.57') along said sideline to a point approximately one quarter of a foot from the wall of a building, being the point and place of beginning of this easement;

Thence South sixty five degrees seventeen minutes ten seconds East (S 65° 17' 10" E), a distance of two and eighty hundredths feet (2.80') to a point within said right-of-way;

Thence South twenty five degrees seven minutes fifty eight seconds West (S 25° 07' 58" W), a distance of three hundred eight and forty hundredths feet (308.40') to a point approximately one quarter of a foot from another corner of the aforesaid building;

Thence North sixty three degrees fifteen minutes twenty seconds West (N 63° 15' 20" W), a distance of six and fifty three hundredths feet (6.53') approximately one quarter foot distant from said building wall to a point on the aforesaid railroad right-of-way;

Thence North twenty six degrees forty four minutes forty three seconds East (N 26° 44' 40" E), a distance of one hundred sixty eight and eighty hundredths feet (168.80') along the northwesterly side line of said right-of-way to a point;

Thence North twenty four degrees forty two minutes fifty seconds East (N 24° 42' 50" E), a distance of one hundred thirty nine and forty six hundredths feet (139.46') along the northwesterly side line of said right-of-way to a point, being the point and place of beginning.

Meaning and intending to convey a permanent easement for that portion of the building which currently encroaches onto the right-of-way owned by New Hampshire Northcoast Corporation.

Containing one thousand twenty one square feet (1,021 Sq. Ft.)

All as shown on a plan entitled "Easement Plan for New Hampshire Northcoast Corporation & Ray's Marina, Inc", dated July 25, 1996, by Lindon Design Associates and recorded at the Strafford County Registry of Deeds as Plan #41A-95 on April 28, 1997.

Grantee and its successors in title and interest shall erect, maintain, repair and as necessary replace a fence to standards acceptable to grantor and its successors in title and interest, along the entire shared boundary of grantor's and grantee's properties in perpetuity,

This easement shall run with the land and its benefits and burdens succeed to all of grantor's and grantee's successors in title and interest.

As to Tracts I through V, meaning and intending to describe and convey the same premises conveyed by Ray's Marina, Inc. a/k/a Ray's Marina & R.V. Sales, Inc. to Ocean Management Group Corp. by Warranty Deed dated August 13, 2007 and recorded in the Strafford County Registry of Deeds at Book 3563, Page 126.

Tract VI:

A certain tract or parcel of land with the buildings thereon situate on the westerly side of Wakefield Road, so-called, in Milton, Strafford County, New Hampshire shown as Lot 1 on plan entitled "Plan of Land in Milton, N.H. belonging to SEF, Inc. by Robert G. Colbath, Surveyor, Wolfeboro, N.H., dated May 31, 1978" recorded as Plan 17D-115 at the Strafford County Registry of Deeds, bounded and described as follows:

Beginning at the southeasterly corner of the lot herein conveyed at a stone bound on the westerly side of Wakefield Road; thence running N 59° 30' 09" W a distance of 191.35 feet to a stone bound; thence turning and running N 04° 12' 57" E a distance of 180.23 feet to a point at land now or formerly of Roderick Desmarais; thence turning and running S 60° 45' 28" E a distance of 163.20 feet to an iron rod at land now or formerly of Daniel Fogg; thence turning and running S 29° 14' 27" W by and along said Fogg land a distance of 55.00 feet to an iron rod; thence turning and running S 60° 45' 33" E by and along said Fogg land a distance of 104.33 feet to an iron rod; thence turning and running S 29° 14' 27" W by and along said Wakefield Road, so-called, a distance of 112.50 feet to the point of beginning. Containing 32,128 square feet, more or less.

Meaning and intending to convey the same premises conveyed to Rheaume J. Lamoureux by warranty deed of Ray's Marina & R.V. Sales, Inc. dated June 13, 1988, recorded Book 1393, Page 493, Strafford County Registry of Deeds.

Tract VII:

A certain tract or parcel of land with the buildings thereon situate in Milton, Strafford County, New Hampshire, bounded and described as follows:

Beginning at a stone bound near the sidewalk at the southerly corner of land now or formerly of Seth W. Dawson, Jr. and running northerly $30^{\circ} 35'$ W by land of said Dawson a distance of 192 feet 11 inches to a stone bound; thence turning and running S $37^{\circ} 52'$ W by land formerly of Wesley Downs a distance of 79 feet 4 inches to a stone bound; thence N $62^{\circ} W$ by said Downs land following an old wall a distance of 222 feet, more or less, to stone bound; thence S $52^{\circ} 15'$ W by said Downs land and following an old road a distance of 109 feet 4 inches to a stone monument at a corner of land now or formerly of George E. Jordan; thence S $51^{\circ} 30'$ E by land of said Jordan a distance of 357 feet, more or less, to an iron hub at corner of land now or formerly of Annette F. Downs; thence N $37^{\circ} 15'$ E by land of Annette F. Downs and land now or formerly of Sarah F. Wallace a distance of 119 feet 1 inch to a stone bound; said bound being entirely on land now or formerly of said Ione E. Connell; thence S $58^{\circ} E$ by land of said Wallace a distance of 80.7 feet to a stone bound at sidewalk, said bound being entirely on land of said Connell; thence N $31^{\circ} 30'$ E by sidewalk a distance of 112 feet 2 inches to place of beginning. Containing nearly two acres. Also all rights said Ione E. Connell now has or may have to the well situate opposite the Sarah F. Wallace house.

Meaning and intending to convey the same premises conveyed to Rheaume J. Lamoureux by warranty deed of Wilfred Dupuis dated August 12, 1988, recorded Book 1402, Page 729, Strafford County Registry of Deeds.

Tract VIII:

A certain tract or parcel of land together with the buildings thereon located on the westerly side of the Wakefield Road, formerly known as Route 16 and now known as Route 125, in Milton, Strafford County, New Hampshire, bounded and described as follows:

Beginning by the Wakefield Road at the southeasterly corner of land now or formerly of Mary Tanner and running westerly by said land of the heirs of Mary Tanner a distance of 100 feet, more or less; thence southerly and parallel with said road a distance of 55 feet, more or less; thence easterly and at right angles a distance of 100 feet, more or less, to the road; thence northerly by said road a distance of 55 feet, more or less, to the bound begun at.

Meaning and intending to convey the same premises conveyed to Rheaume J. Lamoureux by warranty deed of Daniel E. Fogg and Donald R. Fogg dated April 8, 1989, recorded Book 1445, Page 800, Strafford County Registry of Deeds.

Tract IX:

A certain tract or parcel of land, with the buildings thereon, situate on the Westerly side of Wakefield Road, so-called, in said Milton, County of Strafford, State of New Hampshire, being shown as Lot 2 on "Plan of Land in Milton, NH belonging to SEF, Inc, by Robert G. Colbath, Surveyor, Wolfeboro, NH dated May 31, 1978", bounded and described as follows:

Beginning at an iron pin at the Southeasterly corner of the lot herein conveyed at a stone bound at land now or formerly of Daniel Fogg; thence running N 60° 45' 28" W a distance of 267.65 feet partly along land of said Fogg and partly along land now or formerly of Brewitt to a point; thence turning and running N 4° 12' 57" E a distance of 180.19 feet to a stone wall; thence turning and running S 69° 35' 33" E along said stone wall a distance of 112.18 feet to land now or formerly of Indian Head Properties; thence turning and running S 30° 51' 54" E by and along said Indian Head Properties land a distance of 103.66 feet to a point; thence running S 63° 11' 54" E along said Indian Head Properties land a distance of 29.89 feet to an iron pin at land now or formerly of Harold Morse; thence turning and running S 28° 07' 59" W by and along said land of Morse a distance of 66.00 feet to an iron rod; thence turning and running S 63° 14' 25" E by and along said Morse land a distance of 113.00 feet to an iron rod; thence turning and running S 29° 58' 02" W by and along said Wakefield Road, so-called, a distance of 69.03 feet to the point of beginning. Containing 38,208 square feet.

At to Tracts VI through IX, meaning and intending to describe and convey the same premises conveyed by Rheaume J. Lamoureux, Trustee of The Rheaume J. Lamoureux Revocable Trust u/d/t dated January 17, 1985, to Ocean Management Group Corp. by Warranty Deed dated August 13, 2007 and recorded in the Strafford County Registry of Deeds at Book 3563, Page 130.

DEED IN LIEU OF FORECLOSURE

KNOW ALL PERSONS BY THESE PRESENTS, that OCEAN MANAGEMENT GROUP CORP. ("Grantor"), a New Hampshire corporation with a mailing address of 16 Buckingham Drive, Londonderry NH 03053, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby give, grant, bargain, remise, sell and convey to TD BANK, N.A. ("Grantee"), a banking institution with a place of business in Portland, County of Cumberland and State of Maine, its successors and assigns forever, a certain tract or parcel of land, with any buildings, fixtures and other improvements thereon, situated at Champion Road, Lebanon, County of York and State of Maine including, without limitation, any and all easements or other rights benefiting the Property and all as more particularly described in *Exhibit A* attached hereto and made a part hereof.

THIS CONVEYANCE IS MADE SUBJECT TO a mortgage from Grantor to Grantee dated August 13, 2007 and recorded in the York County Registry of Deeds at Book 15233, Page 574 ("TD Mortgage") and a mortgage from Grantor to NEW ENGLAND CERTIFIED DEVELOPMENT CORPORATION dated October 1, 2007 and recorded in said Registry of Deeds at Book 15276, Page 20 and assigned to the UNITED STATES SMALL BUSINESS ADMINISTRATION by Assignment of Mortgage dated October 1, 2007 and recorded in said Registry of Deeds at Book 15276, Page 41.

Notwithstanding the fact that Grantee is the holder of the TD Mortgage, it is the intention of the Grantor, and by acceptance and recording hereof, it is the intention of Grantee, that the mortgage lien, and security interest of the above TD Mortgage and collateral security instruments attaching to the Premises, not be extinguished or merged by this Deed, and that the obligations evidenced thereby and the indebtedness evidenced by the instruments secured thereby not be extinguished or discharged, and that Grantee retain any and all rights under the instruments evidencing the indebtedness secured thereby.

IN WITNESS WHEREOF, It, TD BANK, N.A. has caused these presents to be signed and its corporate seal to be affixed by _____, its _____ hereunto duly authorized, this ____ day of _____, 2013.

*Signed, Sealed and Delivered
In Presence of:*

TD BANK, N.A.

Witness

By: _____
Its: _____

STATE OF NEW HAMPSHIRE
_____, ss.

_____, 2013

Then personally appeared the above-named _____, duly authorized officer of TD Bank, N.A., known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same for the purposes therein contained on behalf of TD Bank, N.A.

Before me,

Notary Public/Justice of the Peace, State of New Hampshire
Print name: _____
My commission expires: _____

EXHIBIT A

Lebanon, Maine:

A certain tract or parcel of land located on the northwest side of Champion Road in Lebanon, County of York and State of Maine, more particularly bounded and described as follows:

Beginning at a concrete monument adjacent to and on the northwest side of said Champion Road, said monument also being at the south southwest corner of land now or formerly of Edith Osgood; thence turning and running along said Champion Road for 88.40 feet, more or less, to an iron pin; thence continuing in the same direction for 10 feet, more or less, to another iron pin; thence turning and running North 27° 46' West for 151.85 feet to an iron pin; thence turning and running North 47° 02' East for 150.0 feet to an iron pin; thence continuing to run in same direction for 50.0 feet to another iron pin on the westerly side of land of Osgood; thence turning and running southeasterly for 10 feet, more or less, to an iron pin; thence continuing in the same direction for 64 feet, more or less, to a concrete monument; thence turning and running southerly for 78 feet, more or less, to a point at the westerly side of land of said Osgood; thence continuing in said direction for 88.5 feet, more or less, to the point of beginning.

The above tract is approximately 27,000 square feet and the Department of Environmental Protection has waived the minimum road frontage requirements as of March 9, 1973.

Excepting and reserving the right in Francis Dyer to tie in to water line on said premises, and to repair and maintain said water line, and the right in Edgar Canney, Grace Nadeau, Ralph Corr and Robert Fortin to repair and maintain water line running to their property, which water line ties on to Milton Water System. Excepting and reserving a right of way for the purposes of ingress and egress, by motor vehicles running along the easterly edge of above described tract, said right of way being ten (10) feet in width, and for the benefit of other lots bounded on said right of way.

Being the same premises as conveyed to Ray's Marina, Inc. by Warranty Deed from Robert E. Stockpole and Ernestine Stackpole dated July 2, 1973 and recorded in the York County Registry of Deeds in Book 2004, Page 459.

A certain lot or parcel of land with the buildings thereon, situated in Lebanon, County of York, State of Maine, on the southeasterly shore of Milton Pond, bounded and described thus:

Beginning at an iron rod driven in the ground on the northwesterly sideline of Champion Road; thence running South 61° 10' West along the sideline of said road, seventy (70) feet to an iron rod driven in the ground and easterly corner of land now or formerly of Francis Dyer; thence running North 31° 43' West by said Dyer land one hundred (100.0) feet to an iron rod driven in the ground; thence running North 39° 41' West by land now or formerly of Stackpole, eighty-six

and twenty hundredths (86.20) feet to an iron rod driven in the ground near the shore of said pond; thence continuing on same course to the shore of said pond; thence running northeasterly along shore of said pond sixty (60) feet, more or less, to a point of intersection with a line running North 35° 45' West; thence running South 35° 45' East to an iron rod in the ground near shore of said pond; thence continuing on same course, by other land of said Stackpole, one hundred sixteen and twenty-six hundredths (116.26) feet to an iron rod in the ground; thence running South 41° 41' East by land now or formerly of Stackpole eighty-nine and sixteen hundredths (89.16) feet to an iron rod in the ground and point of beginning. Containing eleven thousand two hundred (11,200) square feet, more or less. Being Lot #2 of property of Stackpole at this location.

Excepting and reserving the right in Francis Dyer to tie in to water line on said premises, and to repair and maintain said water line, and the right in Edgar Canney, Grace Nadeau, Ralph Corr and Robert Fortin to repair and maintain the water line running to their property, which water line ties on to Milton Water System.

Being the same premises as conveyed to Ray's Marina, Inc. by Warranty Deed from Robert E. Stackpole and Ernestine Stackpole dated September 12, 1973 and recorded in the York County Registry of Deeds in Book 2028, Page 39.

Meaning and intending to describe and convey the same premises conveyed by Ocean Management Group Corp. to TD Banknorth, N.A. by Mortgage, Security Agreement and Fixture Filing dated August 13, 2007 and recorded in the York County Registry of Deeds on August 14, 2007 at Book 15233, Page 593.