

**MORTGAGEE'S NOTICE  
OF PUBLIC SALE OF  
REAL ESTATE  
PROPERTY ADDRESS:  
200-210 MAIN ST.  
VILLAGE OF PROSPECT  
HARBOR, TOWN OF  
GOULDSBORO, MAINE  
MORTGAGE RECORDED:  
HANCOCK COUNTY  
REGISTRY OF DEEDS  
BOOK 5583, PAGE 236**

By virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed, Security Agreement and Financing Statement dated February 28, 2011 granted by Prospect Harbor Properties, LLC to TD Bank, National Association (the "Bank") which was recorded in the Hancock County Registry of Deeds in Book 5583, Page 236 on March 2, 2011 (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 10:30 a.m. at 200-210 Main St., Town of Gouldsboro, Village of Prospect Harbor, Maine, the following real property, to wit:

Real Property and Buildings located at 200-210 Main St., Town of Gouldsboro, Village of Prospect Harbor, Maine as described in a deed from Bumble Bee Foods, LLC to Prospect Harbor Properties, LLC dated January 14, 2011 and recorded in the Hancock County Registry of Deeds in Book 5583, and Page 222 on March 2, 2011 (the "Premises")

**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 public sale.

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").

### W I T N E S S E T H

**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 200-210 Main Street, Prospect Harbor, Gouldsboro, 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 agrees to increase deposit to 10% of total purchase price within five (5) days of 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)  
\_\_\_\_\_ (personal 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.

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 A

Certain lots or parcels of land, together with any buildings thereon situated, located on both sides of Route 186 in Prospect Harbor, Gouldsboro, County of Hancock, State of Maine, bounded and described as follows:

### Parcel One (Easterly side of Route 186, Tax Map 37, Lots 3 & 3-A):

A certain lot of land, and the buildings thereon situated, located on the westerly shore of Inner Harbor and on the easterly side of Route 186 in Prospect Harbor, Gouldsboro, County of Hancock, State of Maine, bounded and described as follows:

Beginning at a 5/8" diameter iron re-rod set, said re-rod bearing North 13° 33' West a distance of 102.4 feet from an old iron bolt found in a ledge at the northeasterly end of an old wire fence that is on or near the southeasterly bound of the premises described in the deed to Stinson Canning Company recorded in Book 878, Page 23 of the Hancock County Registry of Deeds; thence South 79° 13' West 141.9 feet by a line of division through land of Stinson Canning Company to a 5/8" diameter iron re-rod set; thence North 69° 54' West 575.0 feet continuing by a line of division to a 5/8" diameter iron re-rod set; thence North 05° 58' West 161.9 feet continuing by a line of division to a 5/8" diameter iron re-rod set; thence North 05° 58' West 40 feet, more or less, continuing by a line of division to a point in the centerline of the traveled way of Route 186; thence northeasterly, northerly and northwesterly 498 feet, more or less, along said centerline to a point over the center of a culvert at the southwesterly corner of a lot of land now or formerly of Kendall Bickford et al., recorded in Book 947, Page 102; thence northeasterly along the thread of a small stream, along the southeasterly bound of said Bickford, 15 feet, more or less, to a 5/8" diameter iron re-rod set, said re-rod bearing North 38° 30' West a distance of 1017.6 feet from the re-rod described at the point of beginning; thence northeasterly 15 feet, more or less, continuing along the thread of said small stream to high water mark; thence continuing along a northeasterly extension of the thread of said stream to low water mark of said Inner Harbor; thence generally easterly, southerly, northerly, easterly, and southerly, following said low water mark to a point on the low water mark which is located North 40° 12' East from the westerly corner of the property described in the boundary line agreement between Stinson Canning Company and Bradley L. Lowell and Herbert F. Lowell, recorded in said Registry in Book 1789, Page 589; thence South 40° 12' West 50 feet, more or less, to an iron ring bolt in ledge; thence continuing on the same course 56.0 feet to said westerly corner of said Lowell property; thence South 42° 03' East 67.7 feet to a point; thence North 47° 17' East to the point of intersection with the low water mark of said Inner Harbor; thence generally easterly, northerly, easterly, and southerly, following said low water mark to a point, which point is located North 79° 13' East from the re-rod at the point of beginning; thence South 79° 13' West to a point in the high water mark of Inner Harbor; thence continuing South 79° 13' West 53 feet, more or less, to the re-rod described at the point of beginning. Containing 11.3 acres, more or less. Orientation is based on Magnetic North as observed in 1988. This description is based on a boundary survey by Eastern Surveying Co., Inc. dated July 1989, revised November 27, 1989 and last revised December 28, 1989.

There is also hereby conveyed all of Grantor's right, title, and interest in and to any and all buildings, wharves, docks, piers, filled land, submerged land and appurtenances benefiting the above described properties adjacent thereto.

There is also hereby conveyed all of Grantor's right, title and interest in and to the easement to maintain utility poles and wires as set forth in a boundary line agreement between Elaine E. Bean and Stinson Canning Company dated December 29, 1989 and recorded in said Registry in Book 1789, Page 593 and the right of way and other rights of Stinson Canning Company set forth in said boundary agreement between Stinson Canning Company and Bradley L. Lowell and Herbert F. Lowell referred to above.

Excepting and reserving from the above described parcel that portion conveyed to Elaine E. Bean, more particularly described in a boundary line agreement between Elaine E. Bean and Stinson Canning Company recorded in Book 1789, Page 593.



Being the same premises described in the deed to Stinson Seafood Company, L.P. dated January 3, 1990 and recorded in the Hancock County Registry of Deeds, Book 1789, Page 598.

Excepting from Parcel One the following premises which were conveyed, and subject to the easements granted, to the Town of Gouldsboro by Warranty Deed dated January 20, 2005 and recorded in the Hancock County Registry of Deeds in Book 4119, Page 335, which premises are described as follows:

"A certain lot or parcel of land situated in the Prospect Harbor, Town of Gouldsboro, County of Hancock, State of Maine being more particularly described as follows: Beginning at a  $\frac{1}{4}$ " capped iron rod set on the northwesterly side of the roadway leading through lands of Grantor, to the Grantor's Stinson Main Office, said iron rod being situated S  $86^{\circ} 13' 38''$  E a distance of one hundred ninety-nine and seventy-eight hundredths (199.78') feet from a  $\frac{1}{4}$ " capped iron rod found at or near the outlet of a culvert on the easterly side of Route 186 and at the northwesterly bound of said lands of Grantor; thence S  $56^{\circ} 25' 00''$  W a distance of forty and ninety-eight hundredths (40.98') feet to a  $\frac{1}{4}$ " capped iron rod set; thence S  $45^{\circ} 54' 26''$  W a distance of fifty-seven and twenty-one hundredths (57.21') feet to a  $\frac{1}{4}$ " capped iron rod set; thence N  $00^{\circ} 35' 56''$  E a distance of one hundred forty-six and seventy-four hundredths (146.74') feet to a point at or near the southwest corner of a cribwork retaining wall; thence N  $00^{\circ} 35' 56''$  E along or near the westerly side of said cribwork retaining wall, a distance of sixty-one and thirty-three hundredths (61.33') feet to a point at or near the northwesterly corner of said cribwork retaining wall; thence N  $85^{\circ} 47' 24''$  E along or near the northerly side of said cribwork retaining wall, a distance of fifteen (15'±) feet, more or less, to the high water line of Prospect Harbor; thence northeasterly, easterly and southeasterly along the high water line of Prospect Harbor, a distance of two hundred twenty-seven (227'±) feet, more or less, to a point which is situated N  $88^{\circ} 40' 22''$  E a distance of four (4'±) feet, more or less, from a  $\frac{1}{4}$ " capped iron rod set; thence S  $88^{\circ} 40' 22''$  W a distance of four (4'±) feet, more or less, to said  $\frac{1}{4}$ " capped iron rod set; thence S  $88^{\circ} 40' 22''$  W a distance of forty-four and forty-one hundredths (44.41') feet to a  $\frac{1}{4}$ " capped iron rod set; thence S  $3^{\circ} 20' 30''$  W a distance of eighty-one and seventy-three hundredths (81.73) feet to the point of beginning. The herein above described lot or parcel of land contains 0.41 acres, more or less.

Together with a 20 foot wide right of way and utility services easement over a strip of land, extending from the southeasterly corner of the herein described parcel of land, in a southwesterly direction, to the westerly sideline of Route 186, the northwesterly bound of which is more particularly described as follows: Beginning at a  $\frac{1}{4}$ " capped iron rod set on the northwesterly side of the roadway leading through lands of Grantor to the Grantor's Stinson Main Office, said iron rod being situated S  $86^{\circ} 13' 38''$  E a distance of one hundred ninety-nine and seventy-eight hundredths (199.78') feet from a  $\frac{1}{4}$ " capped iron rod found at or near the outlet of a culvert on the easterly side of Route 186 and at the northwesterly bound of said lands of Grantor; thence S  $56^{\circ} 25' 00''$  W a distance of forty and ninety-eight hundredths (40.98') feet to a  $\frac{1}{4}$ " capped iron rod set; thence S  $45^{\circ} 54' 26''$  W a distance of fifty-seven and twenty-one hundredths (57.21') feet to a  $\frac{1}{4}$ " capped iron rod set; thence S  $59^{\circ} 27' 53''$  W a distance of forty-two (42'±) feet, more or less, to a point in the westerly sideline of Route 186."

Also excepting from the Parcel One premises any rights that the Grantor herein may have to the lands lying between the high water line and low water line of Prospect Harbor and conveyed to the Town of Gouldsboro by Warranty Deed dated January 20, 2005 and recorded in the Hancock County Registry of Deeds in Book 4119, Page 335.

The Parcel One premises are herein conveyed together with the following rights excepted and reserved to the Grantor, its successors and assigns, in said deed recorded in Book 4119, Page 335, to wit:

- (1) a waterline easement for the construction, installation, use, repair, replacement and maintenance of a waterline over a portion of the herein described parcel more particularly described as follows: Beginning at a  $\frac{1}{4}$ " capped iron rod set on the northwesterly side of the roadway leading through lands of Grantor to the Grantor's Stinson Main Office, said iron rod being situated S  $58^{\circ} 38' 51''$  E a distance of one hundred forty-five and thirty-four hundredths (145.34') feet from a  $\frac{1}{4}$ " capped iron rod found at or near the outlet of a culvert on the easterly side of Route 186 and at the northwesterly bound of said lands of Grantor; thence N  $00^{\circ} 35' 56''$  E a distance of fifty-five and twenty-eight hundredths (55.28') feet to a point; thence S  $36^{\circ} 04' 00''$  E a distance of thirty-nine and sixty-nine hundredths (39.69') feet to a point in the southeasterly bound of the herein described parcel; thence S  $45^{\circ} 54'$



26" W along the southeasterly bound of the herein described parcel a distance of thirty-three and thirty-four hundredths (33.34') feet to the point of beginning.

(2) a twenty foot wide easement for the construction, installation, use, repair, replacement and maintenance of a waterline over a strip of land extending from the northwesterly portion of the herein described lot or parcel, in a southerly direction, to the southerly or easterly bound of the herein described lot or parcel, to be located over such portion of the premises herein conveyed as deemed appropriate by Grantor, its successors and assigns, the centerline of which will follow the as-built location of the waterline.

The premises conveyed herein are subject to a 10 foot wide pedestrian easement, a 10 foot wide house maintenance easement and 20 foot wide right of way appurtenant to land now or formerly of Elaine E. Bean as described in an Agreement between Elaine E. Bean and Stinson Canning Company, dated January 3, 1989 and recorded in Book 1789, Page 593 of the Hancock County Registry of Deeds.

The description herein is based on a plan entitled "Survey Plan of Property to be Conveyed to the Inhabitants of the Town of Gouldsboro by Stinson Seafood (2001), Inc., Village of Prospect Harbor, Gouldsboro, Hancock County, Maine", dated November 23, 2004, prepared by CES, Inc. Further reference is made to a plan entitled "Standard Boundary Survey for Stinson Canning Company, Prospect Harbor, Gouldsboro, Maine", dated July 1989 with latest revision date October 17, 1991, prepared by Eastern Surveying Co., Inc. Subject to and with the benefit of the rights and easements set forth in deeds from Craig W. Wayman and Kathryn S. Wayman to Bumble Bee Foods LLC dated October 20, 2008 and recorded in the Hancock County Registry of Deeds in Book 5117, Page 200 and Book 5117, Page 203.

**Parcel Two (Off Westerly Side of Route 186, Easements Running Northerly):**

**Easement One:** An easement for the installation, maintenance, repair and replacement, above and below ground, of utility lines, poles, and cables including but not limited to water pipelines, together with an easement for passage by pedestrian, equipment, and vehicles. Said easement shall be exercised within a parcel of land, six (6) feet in width, the centerline of which is described as follows: Beginning at a point on the southwesterly side of Route 186 where the existing pipeline of Stinson Canning Company goes under the traveled way of said Route 186, said point bearing S 17° 46' E a distance of 69.0' from a 5/8" diameter iron re-rod set at the mouth of culvert on the northwesterly bound of the lot to be conveyed by Stinson Canning Company to Stinson Seafood Company, L.P. on January 3, 1990, said point also bearing S 47° 49' E a distance of 475.0' from the southwesterly corner of a lot of land of Elmer C. Alley and Belva M. Alley described in the deed recorded in Book 946, Page 286 of the Hancock County Registry of Deeds, said corner to be marked by a 5/8" diameter iron re-rod and said point bearing S 17° 44' E a distance of 606.7' from the drill hole designated as "Blanche-Stinson" in the deed of said Alleys; thence N 80° 31' W along the existing pipeline a distance of 89.8 feet to a point; thence N 46° 51' W along the existing pipeline a distance of ten (10) feet, more or less, to a brook and the southeasterly bound of land formerly of Rupert Blance described in the deed recorded in Book 1231, Page 44.

**Easement Five:** An easement for the installation, maintenance, repair and replacement of water pipelines above or below ground, said easement being further described as follows: Beginning at a point in the southerly line of land of Stinson Canning Company, Inc, said land being described in a deed from R. H. Allen to John W. Stinson, dated August 28, 1902, recorded in Book 380, Page 410 of the Hancock County Registry of Deeds, said point being ten (10) feet, more or less, west of the westerly boundary line (or the northerly extension of said westerly line) of land described in deed from Nellie P. Blance to Stinson Canning Company, dated August 4, 1978, recorded in Book 1328, Page 231 of said Registry of Deeds; thence running in a generally southeasterly direction one hundred and ten (110) feet, more or less, to a point near said westerly line of land of Stinson Canning Company; thence continuing in a generally southeasterly direction parallel to said westerly bound of land of Stinson Canning Company seventy-five (75) feet, more or less, to a point near the northwesterly corner of land described in deed from Rupert M. Blance to Elmer C. and Belva M. Alley, dated November 14, 1963, recorded in Book 946, Page 286, of said Registry of Deeds; thence continuing parallel to the westerly boundary line of said Alley one hundred sixty (160) feet, more or less, to a point near the northerly line of land described in deed from Abraham H. Simonds d/b/a Congress Liquidation Co. to Carroll Alley and Elsa P. Alley, dated January 13, 1967, recorded in Book 1030, Page 15 of said Registry of Deeds;

thence westerly parallel to the northerly line of said Carroll Alley forty (40) feet, more or less, to a point near the northwesterly corner of said land of Alley; thence southeasterly parallel to the westerly line of Carroll Alley, one hundred thirty-five (135) feet, more or less, to a point near the southwesterly corner of said land of Alley; thence easterly parallel to the southerly line of Alley twenty (20) feet, more or less, to a point near the westerly line of land described in deed from Carlton L. Jordan to Austin M. Alley and Helen M. Alley, dated July 6, 1965 and recorded in Book 990, Page 435 of said Registry of Deeds; thence running in a generally southerly direction twenty (20) feet, more or less; thence continuing in a southeasterly direction one hundred (100) feet, more or less, the northwesterly corner of land described in deed from Beverly Blance Nadeau to Nellie P. Blance, dated September 11, 1978, recorded in Book 1331, Page 16 of said Registry of Deeds, said point being seventy-five (75) feet, more or less, from the westerly sideline of Route 186.

Reference may be had to the deed from A. R. Whitten & Son, Inc. to Stinson Canning Company, dated July 6, 1989, and recorded in Book 1760, Page 13.

Said easements being the same premises described in the deed to Stinson Seafood Company, L.P. dated January 3, 1990 and recorded in the Hancock County Registry of Deeds, Book 1789, Page 616.

**Parcel Three (Westerly side of Route 186, Easement):**

An easement for the installation, maintenance, repair and replacement, above and below ground, of utility lines, poles, and cables, including but not limited to water pipelines, together with an easement for passage by pedestrian, equipment, and vehicles. Said easement shall be exercised within the following described parcel of land located in said Prospect Harbor:

Beginning at a point on the northerly bound of a lot of land of Carroll Alley and Elsa P. Alley described in the deed recorded in Book 1030, Page 15 of the Hancock County Registry of Deeds, at the southwesterly corner of a lot of land of Elmer C. Alley and Belva M. Alley described in the deed recorded in Book 946, Page 286, said point to be marked with a 5/8" diameter iron re-rod; thence South 80° 29' West a distance of 6.1' along the northerly bound of said Carroll and Elsa Alley lot, to a point; thence North 28° 25' West a distance of 154.3' to a point; thence North 28° 37' West a distance of 80.0' to a point; thence North 34° 55' West a distance of 89.6' to a point; thence North 37° 12' West a distance of 73.5' to a point; thence North 54° 22' West a distance of 66.5' to a point; thence North 4° 55' West a distance of 115.6' to a point on the southerly bound of Parcel III shown on a survey map by Eastern Surveying Co., Inc. titled "Standard Boundary Survey For: Stinson Canning Co. of Parcels I, II, III", dated August 1989, last revised December 13, 1989; thence North 78° 33' East a distance of 37.8' along the southerly bound of said Parcel III to a 5/8" diameter iron re-rod set; thence South 7° 38' East a distance of 90.5' to a point; thence South 38° 55' East a distance of 70.1' to a point on or near the northerly edge of a paved parking area; thence South 43° 19' East a distance of 106.0' through said paved parking area to a point on or near the northerly edge of a paved driveway; thence South 62° 50' East a distance of 23.1' along or near said northerly edge to a point; thence South 79° 48' East a distance of 26.4' along or near said northerly edge to a point; thence North 82° 05' East a distance of 200.00' along or near said northerly edge to the approximate centerline of the traveled way of Route 186; thence South 5° 08' East a distance of 22.0' along said centerline to a point; thence South 82° 05' West a distance of 205.0' along or near the southerly edge of said paved driveway to a point; thence North 64° 37' West a distance of 103.5' through said paved parking area, passing by the northeasterly corner of a garage, to a point westerly of said paved parking area; thence South 30° 42' East a distance of 62.8' to a point just southwesterly of the southwesterly corner of said garage; thence South 38° 21' East a distance of 27.1' to a point; thence South 28° 28' East a distance of 79.0' to a point at the northwesterly corner of said Elmer Alley and Belva Alley lot, said point to be marked by a 5/8" diameter iron re-rod-set; thence South 28° 25' East a distance of 158.0' along said Elmer Alley and Belva Alley lot westerly bound to the point of beginning. Orientation is based on Magnetic North as observed in 1988.

This description is based on a survey map by Eastern Surveying Co., Inc. titled "Standard Boundary Survey of Easements for Stinson Canning Co.", dated August 1989, last revised December 13, 1989.

By acceptance of this easement, Grantee, its successors and assigns, shall be solely responsible for the ordinary and necessary maintenance and repairs of the existing paved area included within the bounds of the foregoing easement which maintenance shall include snowplowing. This obligation, but not this easement, shall



terminate in the event that Calvin L. Stinson, Sr. no longer lives on property to which access is obtained over the servient tenement or any portion thereof.

Together with an easement for the maintenance, repair and replacement of the existing utility lines located on land now or formerly of Stinson Canning Company, which easement shall be exercised within a strip of land twenty (20) feet in width, the centerline of which is more particularly described as follows:

Beginning at a point in the centerline of Route 186, which point is located S 80° 14' E from an existing utility pole on land now or formerly of Stinson Canning Company described in Book 380, Page 410; thence N 80° 14' E to said utility pole; thence continuing N 80° 14' W a distance of 308.0 feet to an existing utility pole lying easterly of a tank on land now or formerly of Stinson Canning Company and westerly of land described as the third lot in Book 1044, Page 493; thence branching into two separate lines, the first line extending N 85° 09' W a distance of 43.6 feet to a building depicted on said survey and the second line extending N 19° 18' W a distance of 138.4 feet to the easterly line of Parcel III depicted on a survey of Parcels I, II and III prepared by Eastern Surveying Co., Inc. dated August 1989, last revised December 13, 1989.

Said Parcel being the same premises described in the deed to Stinson Seafood Company, L.P. dated January 3, 1990 and recorded in the Hancock County Registry of Deeds, Book 1789, Page 613.

**Parcel Four (Off Westerly side of Route 186, Tax Map 5, Lot 2-A):**

A certain lot or parcel of land situated in Prospect Harbor, Town of Gouldsboro, County of Hancock, and State of Maine, bounded and described as follows:

Beginning at a 5/8" diameter iron re-rod set in the southeast corner of land of Stinson Canning Company described in the deed from Richard F. Willis recorded in Book 1758, Page 208 of the Hancock County Registry of Deeds; thence South 82° 55' East a distance of 167.0 feet to an iron pipe found in the northwesterly corner of land now or formerly of Martin R. Johnson and Mary Johnson described in Book 1548, Page 371; thence South 32° 22' East along the westerly sideline of land of said Martin R. Johnson and Mary Johnson a distance of 381.5 feet to an iron pipe found in the northwesterly corner of land now or formerly of Robert Duquette and Sally Duquette described in the deed recorded in Book 1531, Page 400; thence South 07° 32' East along the westerly sideline of said Duquette a distance of 72.0 feet to an iron pipe found in the northwesterly corner of land now or formerly of Eva M. Faulkingham described in the deed recorded in Book 1383, Page 335; thence South 56° 16' West a distance of 115.1 feet to the 5/8" diameter iron re-rod set; thence South 7° 37' East a distance of 80.0 feet to a 5/8" diameter iron re-rod set; thence South 78° 33' West a distance of 207.4 feet to a 5/8" diameter re-rod set; thence North 17° 18' West a distance of 106.0 feet to a 5/8" diameter re-rod set; thence North 17° 18' West a distance of 533.9 feet to a 5/8" diameter iron re-rod set in the southerly line of land of Stinson Canning Company described in Book 1758, Page 208; thence South 82° 55' East along the said southerly sideline a distance of 100.0 feet to the point of beginning. Containing 3.87 acres. Bearings referenced herein are based on Magnetic North 1989. Further reference maybe had to the boundary survey for Stinson Canning Co. prepared by Eastern Surveying Co., Inc. dated August 1989; last revised December 13, 1989, prepared by Eastern Surveying Co., Inc.

Being the same premises described in the deed to Stinson Company, L.P. dated January 3, 1990 and recorded in the Hancock County Registry of Deeds, Book 1789, Page 601, and, in the deeds from Bertha Stinson, John W. Stinson, III and Ann Benack, recorded in said Registry, Book 1858, Pages 229, 221 and 118.

**Parcel Five (Off Westerly side of Route 186, Tax Map 5, Lot 72-B):**

A certain lot or parcel of land in said Prospect Harbor more particularly bounded and described as follows: beginning at a 5/8" diameter iron re-rod set in the southeast corner of land of Stinson Canning Company described in the deed recorded in Book 1758, Page 208 of the Hancock County Registry of Deeds; thence North 82° 55' West along the southerly line of land of said Stinson Canning Company a distance of 100 feet to a 5/8" diameter iron re-rod set; thence continuing along said southerly line of land of said Stinson Canning Company North 82° 55' West a distance of 980.0 feet to a 5/8" diameter iron re-rod set; thence North 01° 42' East a

distance of 273.3 feet to a re-rod set in the southerly line of property now or formerly of A. R. Whitten & Son, Inc. described in the deed recorded in Book 1457, Page 401 in the Hancock County Registry of Deeds and in the northerly line of property of Stinson Canning Company described in Book 1758, Page 208, which re-rod is located South 83° 01' East along said northerly sideline of said Stinson Canning Company a distance of 627.6 feet from a cedar fence post found in stones in the northwesterly corner of said Stinson Canning Company; thence continuing on said northerly line of said Stinson Canning Company South 83° 01' East a distance of 72.4 feet to a 5/8" diameter iron re-rod set; thence continuing South 83° 01' along said northerly sideline of Stinson Canning Company a distance of 1030.0 feet to a 5/8" diameter iron re-rod set in the northeasterly corner of said land of Stinson Canning Company and the northwesterly corner of land retained by Richard F. Willis; thence South 06° 24' West by and along the easterly line of land of said Stinson Canning Company a distance of 273.9 feet to the point of beginning. Containing 6.84 acres. Bearings referenced herein are based on Magnetic North 1989. Further reference maybe had to the boundary survey for Stinson Canning Co. dated August 1989, last revised December 13, 1989, and prepared by Eastern Surveying Co., Inc.

Being the same premises described in the deed to Stinson Company, L.P. dated January 3, 1990 and recorded in the Hancock County Registry of Deeds, Book 1789, Page 601.

**Parcel Six (Off Westerly side of Route 186, Tax Map 5, Lot 72-D):**

The land situated in Gouldsboro, Hancock County, Maine, located in that section of town known as Prospect Harbor, said lot comprised of 4.31 acres of the premises which were described in the deed of A. R. Whitten & Son, Inc., described in Book 1457, Page 401, and also comprised of 1.00 acre of the premises described in the deed of A. R. Whitten & Son, Inc., described in Book 1215, Page 116, said lot more particularly bounded and described as follows, to wit:

Beginning at a 5/8" diameter iron re-rod set in 1989 at the northwesterly corner of Parcel 2 of Stinson Seafood Company, L.P. described in book 1789, Page 601, and on the southerly bound of said Whitten lot described in Book 1457, Page 401;

Thence N 83° 01' W, 384.7 feet along the northerly bound of a lot of land of Stinson Canning Co. described in Book 1758, Page 208 to a 5/8" diameter iron re-rod set in 1989;

Thence N 5° 33' E, 419.1 feet through said Whitten lot described in Book 1457, Page 401 to a 5/8" diameter, iron re-rod set in 1989 on the southerly bound of said Whitten lot described in Book 1215, Page 116;

Thence N 5° 33' E, 100.0 feet to a point;

Thence S 82° 55' E, 436.9 feet to a point;

Thence S 3° 13' W, 100.0 feet to a 5/8" diameter, iron re-rod set in 1989 at a point claimed by Clair Whiten as marking the northeasterly corner of said Whitten Lot described in Book 1457, Page 401, the last 3 sets of courses and distances running through said Whitten lot described in Book 1215, Page 116;

Thence S 3° 13' W, 419.3 feet along a line claimed by Clair Whiten as marking the easterly bound of said Whitten lot described in Book 1457, Page 401 to a 5/8" diameter iron re-rod set in 1989 on the northerly bound of said Stinson Seafood Company lot;

Thence N 83° 01' W, 72.4 feet along said Stinson Seafood Company lot northerly bound to the 5/8" diameter iron re-rod set at the point of beginning; containing 5.31 acres. Orientation is based on magnetic North as observed in 1989.

Being the same premises described in the deed from A. R. Whitten & Son, Inc. dated February 11, 1993, and recorded in said Registry, Book 2173, Page 173.

**Parcel Seven (Westerly side of Route 195, Tax Map 5, Lot 7):**

A certain lot or parcel of land situated in Gouldsboro, Hancock County, Maine, described in deed from Evelyn C. Parks and Ella C. Conway to Oscar E. Cole, dated June 4, 1969 and recorded in Hancock County Registry of Deeds in Book 1092, Page 463, as follows:

"All of Grantor's right, title and interest in and to a certain lot or parcel of land situated in Gouldsboro, County of Hancock, State of Maine, bounded and described as follows, viz: Commencing at the back of School house on the west side of Prospect Harbor on the line of land now or formerly of William Handy, Jr. lot and following said line to a stake at the corner of William Handy's said lot; thence North to a stake at the corner of land now or



formerly of Widow Sargent; thence west to the southern corner of School lot; thence North forty rods to a stake at the corner of land now or formerly of Joshua M. Moore; thence East along said Moore's line to town road, thence southerly by said road to a stake at head of H. B. Hutchings field; thence southerly by the fence and the fence is the line to the first mentioned bound containing sixty-five acres, more or less. For a more particular description reference may be had to the Hancock County Registry of Deeds, Book 144, Page 271. This conveyance is made subject to all restrictions of record."

Being the same premises described in the deed from H. C. Haynes, Inc. to Stinson Seafood (2000) Inc., dated May 29, 2001, and recorded in the Hancock County Registry of Deeds in Book 3088, Page 165.

Together with the rights and easements granted by Clair B. Whitten, et al., to Stinson Seafood (2001), Inc., by Easement Deed, dated August 2003 and recorded in the Hancock County Registry of Deeds, Book 3813, Page 173.

Together with the rights and easements granted by Brian P. Gerrish, et al., to Stinson Seafood (2001), Inc., by Easement Deed, dated August 2003 and recorded in the Hancock County Registry of Deeds, Book 3803, Page 165.

**Parcel Eight (Wayman Easements):**

Three Easements in land situated in Gouldsboro, Hancock County, Maine, as follows:

Said Water Line Easement and Drainage Easement being eight feet in width and for the installation of a water line and drainage line the centerline of said easements being more particularly described as follows:

**Water Line Easement:**

BEGINNING at a point in the northwesterly line of land described in a deed from SST and S, Inc. to Craig W. Wayman and Katharyn S. Wayman dated April 6, 1992, recorded in Book 1926, Page 260 in the Hancock County Registry of Deeds, said point also being in a line of land described as Parcel Three in a deed from Stinson Canning Company to Stinson Seafood Company, L.P. dated January 5, 1990, recorded in Book 1789, Page 601 in said Registry of Deeds, said Point of Beginning being situated N 56° 16' 00" E, a distance of nineteen and twenty-four hundredths (19.24') feet from a 5/8" rebar found at an angle point in the line of said land of Craig W. Wayman and Katharyn S. Wayman;

THENCE, S 57° 25' 31" E, a distance of thirty-four and thirty-one hundredths (34.31') feet to a point;  
THENCE, S 41° 14' 21" E, a distance of twenty-seven and nine hundredths (27.09') feet to a point;  
THENCE, S 36° 46' 35" E, a distance of eighty-three and thirty-seven hundredths (83.37') feet to a point;  
THENCE, S 3° 13' 29" E, a distance of eighty-five and eighty-six hundredths (85.86') feet to a point, said point being situated four (4.00') feet, as measured perpendicular from the northerly line of land describe in a deed from SST and S Liquidating Trust to Stephen L. Flood dated March 28, 1994, recorded in Book 2244, Page 166 in said Registry of Deeds;

THENCE, N 84° 15' 00" E, four (4.00') feet from and parallel to said northerly line of Stephen L Flood, a distance of fifteen and fourteen hundredths (15.14') feet to a point;  
THENCE, N 86° 28' 06" E, a distance of two hundred fourteen and forty-two hundredths (214.42') feet to a point in the westerly sideline of Route 186, said point being situated N 10° 27' 20" W, a distance of ten and sixty-five feet from a 5/8" rebar found in the southerly line of said land of Craig W. Wayman and Katharyn S. Wayman and in the northerly line of said land of Stephen L. Flood.

**Drainage Easement:**

BEGINNING at a point in a northerly line of land described in a deed from SST and S, Inc. to Craig W. Wayman and Katharyn S. Wayman dated April 6, 1992, recorded in Book 1926, Page 260 in the Hancock County Registry of Deeds, said point also being in the southwesterly line of land of Ann S. Benack and John W. Stinson, Jr. as described in Book 1918, Pages 205, 207 and 209 in said Registry of Deeds, said Point of Beginning being situated S 68° 23' 00" E, a distance of seventeen and ninety-three hundredths (17.93') feet from an angle point in said line of Craig W. Wayman and Katharyn S. Wayman;

THENCE, S 3° 13' 29" E, a distance of one hundred thirty-five and twenty-two hundredths (135.22') feet to a point, said point being situated four (4.00') feet, as measured perpendicular from the northerly line of land



described in a deed from SST and S Liquidating Trust to Stephen L. Flood dated March 28, 1994, recorded in Book 2244, Page 166 in said Registry of Deeds;

THENCE, N 88° 26' 06" E, a distance of two hundred fourteen and forty-two hundredths (214.42') feet to a point in the westerly sideline of Route 186, said point being situated N 10° 27' 20" W, a distance of ten and sixty five hundredths (10.65') feet from a 5/8" rebar found in the southerly line of land of Craig W. Wayman and Katharyn S. Wayman and in the northerly line of land of Stephen L. Flood.

It is intended that the center line of the eight foot wide water line easement and the center line of the eight foot wide drainage easement follow at all times, the existing water line and drainage pipe.

For source of the description herein, reference is made to a plan entitled "Drainage and Waterline Easement from Bumble Bee Foods, LLC, Over Lands of Craig and Katharyn Wayman, Prospect Harbor, Gouldsboro, Hancock County, Maine", dated November 14, 2007, prepared by CES. Inc.

Together with the right of ingress and egress by foot or by vehicle upon the premises of the Grantors (Waymans) for the installation, construction, maintenance and repairs of the water line and drainage structures which are located on or are to be located within the layout of the aforementioned easement.

This easement is intended to touch and concern the land and be binding upon each of the Grantees and Grantor and their respective successors, representatives and assigns as owners of the respective dominant and servient estates.

**Water Line/Drainage Easement:**

Easement in land situated in Gouldsboro, Hancock County, Maine, as follows:

Said easement being eight feet in width and for the installation of a water line and/or drainage line the centerline of said easement being more particularly described as follows:

Beginning at a point at or near the westerly bound of Route 186 which point marks the terminus of an easement given by Craig W. Wayman et als to Bumble Bee Seafood, LLC as the same is described in an easement deed to be recorded in the Hancock County Registry of Deeds and which said point is located at a distance of 12.67 feet from the southerly bound of the premises of Wayman; thence crossing Route 186 on bearing observed to be N. 86° 21' 36" E for a distance of 76.92 feet; thence continuing 8.71' 45' 13" E, a distance of 56.96 feet to a point at or near the low water mark of the inner harbor.

It is intended that the center line of the easement herein described follow at all times, the existing layout.

For source of the description herein, reference is made to a plan entitled "Drainage and Waterline Easement from Bumble Bee Foods, LLC, Over Lands of Craig and Katharyn Wayman, Prospect Harbor, Gouldsboro, Hancock County, Maine", dated November 14, 2007, prepared by CES, Inc., which said plan is to be recorded in the Hancock County Registry of Deeds.

Together with the right of ingress and egress by foot or by vehicle upon the premises of the Grantors for the installation, construction, maintenance and repairs of the water line and drainage structures which are located on or are to be located within the layout of the aforementioned easement.

For title see deed from SST and S, Inc. to Craig W. Wayman and Katharyn S. Wayman dated April 6, 1992, recorded in Book 1926, Page 260 in the Hancock County Registry of Deeds. This easement is intended to touch and concern the land and be binding upon each of the Grantees and Grantor and their respective successors, representatives and assigns as owners of the respective dominant and servient estates.

**Submerged Lands:**

The grantor herein, Bumble Bee Foods LLC, hereby transfers and conveys all of its right, title and interest in and to the following two agreements or instruments which are appurtenant to the premises hereinabove conveyed:

**Submerged Land Easement No. 0762-E-34** between the State of Maine Department of Conservation Bureau of Parks and Lands and Stinson Seafood, Div. of Bumble Bee Seafoods, LLC dated October 23, 2006 for a commercial fishing pier on submerged land totaling 1670 square feet, more or less, as depicted in said easement and described as follows:

A certain parcel of public submerged land located in Prospect Harbor, Gouldsboro, Maine totaling 1670 square feet, more or less, abutting adjacent upland now or formerly owned by Stinson Seafood, as further described in Attachments A, B, and C to Submerged Land Easement, a copy of which is recorded with Memorandum of Easement dated January 25, 2011 and recorded in Book 5583, Page 206.

**Submerged Lands Lease No. 1169-L-37** between the State of Maine Department of Conservation Bureau of Parks and Lands and Bumble Bee Foods, LLC dated August 29, 2008 for a freshwater pipeline on submerged land totaling 540 square feet, more or less, as depicted in said lease and described as follows:

A certain parcel of public submerged land located in Prospect Harbor, Gouldsboro, Maine totaling 540 square feet, more or less, abutting adjacent upland now or formerly owned by Craig W. Wayman and Kathryn S. Wayman and extending to adjacent upland now or formerly owned by Bumble Bee Foods, LLC, as further described in Attachments A and B to Submerged Lands Lease, a copy of which is recorded with Memorandum of Lease dated January 25, 2011 and recorded in Book 5583, Page 214.

*All of the foregoing premises are conveyed by Bumble Bee Foods subject to rights, easements and other matters set forth in the matters described on Exhibit B, attached hereto, and together with any appurtenant rights set forth in said matters set forth on Exhibit B.*

**Exhibit B to Deed from Bumble Bee Foods LLC to Prospect Harbor Properties LLC**

1. Rights of the public in and to that portion of Pond Road (Route 195) lying within the premises.
2. Rights of the public under the Colonial Ordinance of 1641-1647 as clarified by 12 MRSA §571, et seq., and under the Federal Navigational Servitude to that portion of the subject property which lies below the high water mark.
3. The rights of the State of Maine, acting by and through the Bureau of Parks and Lands, pursuant to Title 12 MRSA §1862, to regulate and control the use of the Wharf located at the Gouldsboro-Prospect Harbor Property, described in Schedule A attached hereto.
4. Rights of the public in and to that portion of Route 186 lying within the insured premises.
5. Pole line easement granted by Byron M. Moore to Bangor Hydro-Electric Company dated July 22, 1954 and recorded in Book 763, Page 483.
6. Pole line easement granted by Stinson Canning Company to Bangor Hydro-Electric Company dated November 4, 1960 and recorded in Book 875, Page 25.
7. Pole line easement granted by Stinson Canning Company to Bangor Hydro-Electric Company dated February 18, 1965 and recorded in Book 978, Page 255.
8. Pole line easement granted by Stinson Canning Company to Bangor Hydro-Electric Company dated December 18, 1973 and recorded in said Registry in Book 1183, Page 621.
9. Rights and easements granted by Oscar E. Cole to Bangor Hydro-Electric Company by instrument dated November 4, 1982 and recorded in Book 1450, Page 169.
10. Terms and conditions of Agreement between Nellie P. Blance and Stinson Canning Company dated July 6, 1989 and recorded in Book 1760, Page 7, including, inter alia, limiting the term of the easement to a term of 20 years from the date of the Agreement. (Parcel Two, Easement Two)
11. Terms and conditions of Agreement between Carroll Alley and Elsa P. Alley and Stinson Canning Company dated June 30, 1989 and recorded in Book 1760, Page 9, including, inter alia, limiting the term of the easement to a term of 20 years from the date of the Agreement. (Parcel Two, Easement Four)
12. Terms and conditions of Agreement between Austin M. Alley and Stinson Canning Company dated June 30, 1989 and recorded in Book 1760, Page 11, including, inter alia, limiting the term of the easement to a term of 20 years from the date of the Agreement. (Parcel Two, Easement Three)
13. Limitation on scope and use of easement granted in Quitclaim Deed from A.R. Whitten & Son, Inc. to Stinson Canning Company recorded July 6, 1989 in Book 1760, Page 13. (Parcel Two, Easement Five)
14. Terms and conditions Boundary Line Agreement, including cross easements and related rights, between Bradley L. Lowell and Herbert F. Lowell and Stinson Canning Company dated December 29, 1989 and recorded in Book 1789, Page 589. (Parcel One)
15. Terms and conditions of Agreement, including cross easements and related rights, between Elaine E. Bean and Stinson Canning Company dated December 29, 1989, and January 3, 1990, recorded in said Registry in Book 1789, Page 593.
16. Terms and conditions in connection with rights and easements conveyed to Stinson Seafood Company, L.P. by Easement from Stinson Canning Company dated January 3, 1990 and recorded in Book 1789, Page 613. (Parcel



Three, Wayman Easement)

17. Limitation on scope, use, and term, as the case may be, of easements granted in Easement from Stinson Canning Company to Stinson Seafood Company, L.P. dated January 3, 1990 and recorded in Book 1789, Page 616. (Parcel Two, Easements)
18. License to haul or cart timber or logs to Route 186 granted by Stinson Seafood Company, L.P. to Calvin L. Stinson, Jr., dated January 3, 1990 and recorded in Book 1789, Page 620.
19. State of facts depicted on plan of survey entitled "Standard Boundary Survey of Stinson Canning Company" dated July 1989, last revised October 17, 1991, prepared by Eastern Surveying Co., Inc., unrecorded, including rights and easements shown thereon.
20. State of facts depicted on plan of survey entitled "Standard Boundary Survey of Easements for Stinson Canning Company, Prospect Harbor, Gouldsboro, Maine" dated August 1989, last revised October 17, 1991 and prepared by Eastern Surveying Co., Inc., unrecorded, including rights and easements shown thereon.
21. State of facts depicted on plan of survey entitled "Subdivision for: Stinson Seafood Company, Prospect Harbor, Gouldsboro, Maine" dated October, 1991, prepared by Eastern Surveying Co., Inc. and recorded in Plan Book 24, Page 172, including: i) Two wharves, and, ii) 20' rights of way.
22. Pole line easement given by Stinson Seafood Company, L.P. to Bangor Hydro-Electric Company, dated September 16, 1994 and recorded in the Hancock County Registry in Book 2316, Page 38.
23. Rights and easements granted by Stinson Seafood (2001), Inc. to Bangor Hydro-Electric Company by instrument dated June 20, 2002 and recorded in Book 3355, Page 131.
24. Consequences of Boundary Line Agreement between Stinson Seafood (2000), Inc. and Lawrence Jordan, Jr., and Joy S. Jordan dated October 16, 2002 and recorded in Book 3458, Page 45, including: i) Any premises conveyed by Stinson Seafood (2000), Inc.; and, ii) Status of title of premises, if any, obtained from Lawrence Jordan, Jr., and Joy S. Jordan. (Parcel Seven)
25. Terms and conditions in connection with rights and easements conveyed to Stinson Seafood (2000), Inc. by Easement Deed from Brian P. Gerrish and Wesley D. Gerrish acknowledged September 4, 2003 and recorded in Book 3803, Page 165. (Parcel Seven)
26. Easement from Stinson Seafood (2001), Inc. to A. R. Whitten & Son, Inc. dated December 10, 2003 and recorded in said Registry of Deeds in Book 3807, Page 257. (Parcel Seven)
27. Terms and conditions in connection with rights and easements conveyed to Stinson Seafood (2001), Inc. by Easement Deed from Clair B. Whitten, Truth Whitten, and A.R. Whitten & Son, Inc. acknowledged August 8, 2003 and recorded in Book 3813, Page 173. (Parcel Seven)
28. Consequences of Boundary Line Agreement between Stinson Seafood (2001), Inc. and Clair B. Whitten, Truth Whitten, and A.R. Whitten & Son, Inc. acknowledged September 15, 2003 and recorded in Book 3813, Page 177, including: i) Any premises conveyed by Stinson Seafood (2001), Inc.; and, ii) Status of title of premises, if any, obtained from Clair B. Whitten, Truth Whitten, or A.R. Whitten & Son, Inc. (Parcel Seven)
29. Rights and easements conveyed to Town of Gouldsboro by Quitclaim Deed from Bumble Bee Seafoods, Inc. dated January 20, 2005 and recorded in Book 4119, Page 335.
30. State of facts depicted on plan of survey entitled "Easement Plan Waterline Location for Bumble Bee Foods, LLC, Crossing Route 186 and Inner Harbor, Prospect Harbor, Gouldsboro, Hancock County, Maine" dated December 18, 2008, prepared by CES Inc., and recorded as Map File 38, Page 170, including: i) Overhead utility lines in Southeast corner of Wayman property; ii) Paved driveway and parking lot on Wayman property; and, iii) Possible right of way

## **Exhibit B**

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

Property to be sold: 200-210 Main St. Prospect Harbor, Gouldsboro, Maine

Place of Sale: 200-210 Main St. Prospect Harbor, Gouldsboro, Maine

Date and Time of Sale: September 26, 2012 @ 10:30 AM

1. This sale is conducted by virtue of Mortgage Deed, Security Agreement and Financing Statement dated February 28, 2011 granted by Prospect Harbor Properties, LLC and recorded in the Hancock County Registry of Deeds at Book 5583, Page 236 on March 2, 2011 (the "Mortgage") of which **TD Bank, N.A.** (the "Bank") is the present holder 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 the 200-210 Main St. Prospect Harbor, Gouldsboro, 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 200-210 Main Street, Prospect Harbor, Gouldsboro, 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. title to and rights of the public and others entitled thereto in and to any portion of the premises located within the bounds of adjacent streets, roads and ways;

b. Rights of the public in and to that portion of Pond Road (Route 195) lying within the Premises;

c. The rights of the State of Maine to regulate and control the use of the wharf located at the Premises;

d. Rights of the public in and to that portion of Route 186 lying within



the Premises;

e. Rights of the public under the Colonial Ordinance of 1641-1647 as clarified by 12 MRSA § 571 , et seq., and under the Federal Navigational Servitude to that portion of the subject property which lies below the high water mark;

f. Pole line easement granted by Byron M. Moore to Bangor Hydro Electric Company dated July 22, 1954 and recorded in Book 763, Page 483;

g. Pole line easement granted by Stinson Canning Company to Bangor Hydro Electric Company dated November 4, 1960 and recorded in Book 875, Page 25;

h. Pole line easement granted by Stinson Canning Company to Bangor Hydro-Electric Company dated December 18, 1973 and recorded in said Registry in Book 1183, Page 621.

i. Rights and easements granted by Oscar E. Cole to Bangor Hydro Electric Company by instrument dated November 4, 1982 and recorded in Book 1450, Page 169;

h. Terms and conditions of Agreement between Nellie P. Blance and Stinson Canning Company dated July 6, 1989 and recorded in Book 1760. Page 7, including inter alia, limiting the term of the easement to a term of 20 years from the date of the Agreement. (Parcel Two, Easement Two)

i. Terms and conditions of Agreement between Carroll Alley and Elsa P. Alley and Stinson Canning Company dated June 30, 1989 and recorded in Book 1760. Page 9, including, inter alia, limiting the term of the easement to a term of 20 years from the date of the Agreement. (Parcel Two, Easement Four);

j. Terms and conditions of Agreement between Austin M. Alley and Stinson Canning Company dated June 30, 1989 and recorded in Book 1760. Page 11, including, inter alia, limiting the term of the easement to a term of 20 years from the date of the Agreement. (Parcel Two, Easement Three);

k. Limitation on scope and use of easement granted in Quitclaim Deed from A.R. Whitten & Son. Inc. to Stinson Canning Company recorded July 6, 1989 in Book 1760, Page 13. (Parcel Two, Easement Five)

l. Terms and conditions Boundary Line Agreement, including cross easements and related rights, between Bradley L. Lowell and Herbert F. Lowell and Stinson Canning Company dated December 29, 1989 and recorded in Book 1789, Page 589. (Parcel One)

m. Terms and conditions of Agreement. including cross easements and related rights, between Elaine E. Bean and Stinson Canning Company dated December 29, 1989, and January 3, 1990 recorded in said Registry In Book 1789, Page 593;

n. Terms and conditions in connection with rights and easements conveyed to Stinson Seafood Company, L.P. by Easement from Stinson Canning Company dated January 3, 1990 and recorded In Book 1789, Page 613. (Parcel Three, Wayman Easement);

o. Limitation on scope, use, and term, as the case *may* be, of easements granted in Easement from Stinson Canning Company to Stinson Seafood Company, L.P. dated January 3, 1990 and recorded in Book 1789, Page 616. (Parcel Two. Easements);

p. License to haul or cart timber or logs to Route 186 granted by Stinson Seafood Company, L.P. to Calvin L. Stinson, Jr., dated January 3, 1990 and recorded in Book 1789, Page 620.

q. State of facts depicted on plan of survey entitled "Standard Boundary Survey of Stinson Canning Company" dated July 1989 last revised October 17, 1991, prepared by Eastern Surveying Co., Inc., unrecorded, including rights and easements shown thereon.

r. State of facts depicted on plan of survey entitled "Standard Boundary Survey of Easements for Stinson Canning Company, Prospect Harbor. Gouldsboro, Maine" dated August 1989, last revised October 17, 1991 *and* prepared by Eastern Surveying Co., Inc., unrecorded, including rights and easements shown thereon;

s. State of facts depicted on plan of survey entitled "Subdivision for: Stinson Seafood Company, Prospect Harbor Gouldsboro. Maine" dated October, 1991 prepared by Eastern Surveying Co., Inc. and recorded in Plan Book 24, Page 172, including: i) Two wharves, and, ii) 20' rights of way;

t. Pole line easement given by Stinson Seafood Company, L.P. to Bangor Hydro-Electric Company dated September 16, 1994 and recorded in the Hancock County Registry in Book 2316, Page 38;

u. Rights and easements granted by Stinson Seafood (2001), Inc. to Bangor Hydro-Electric Company by instrument dated June 20, 2002 and recorded in Book 3355, Page 131;

v. Consequences of Boundary Line Agreement between Stinson Seafood (2000), Inc. and Lawrence Jordan, Jr., and Joy S. Jordan dated October 16, 2002 and recorded in Book 3458, Page 45, including: i) Any premises conveyed by Stinson

Seafood (2000), Inc.; and, ii) Status of title of premises, if any, obtained from Lawrence Jordan, Jr., and Joy S. Jordan (Parcel Seven);

w. Terms and conditions in connection with rights and easements conveyed to Stinson Seafood (2000), Inc. by Easement Deed from Brian P. Gerrish and Wesley D. Gerrish acknowledged September 4, 2003 and recorded in Book 3803 Page 165. (Parcel Seven);

x. Easement from Stinson Seafood (2001), Inc. to A. R. Whitten & Son, Inc. dated December 10, 2003 and recorded in said Registry of Deeds in Book 3807, Page 257. (Parcel Seven);

y. Terms and conditions in connection with rights and easements conveyed to Stinson Seafood (2001). Inc. by Easement Deed from Clair B. Whitten, Truth Whitten, and A.R. Whitten & Son, Inc. acknowledged August 8, 2003 and recorded in Book 3813, Page 173. (Parcel Seven);

z. Consequences of Boundary Line Agreement between Stinson Seafood (2001). Inc. and Clair B. Whitten, Truth Whitten. and A.R. Whitten & Son. Inc. acknowledged September 15, 2003 and recorded in Book 3813. Page 177, including: i) Any premises conveyed by Stinson Seafood (2001) Inc.; and. ii) Status of title of premises, if any, obtained from Clair B. Whitten, Truth Whitten, or A.R. Whitten & Son. Inc. (Parcel Seven);

aa. Rights and easements conveyed to Town of Gouldsboro by Quitclaim Deed from Bumble Bee Seafoods, Inc. dated January 20, 2005 and recorded in Book 4119, Page 335, as affected by Confirmatory Easement Deed from Town of Gouldsboro dated November 23, 2010 and recorded in Book 5583, Page 203;

bb. State of facts depicted on plan of survey entitled "Easement Plan Waterline Location for Bumble Bee Foods, LLC, Crossing Route 186 and Inner Harbor, Prospect Harbor, Gouldsboro, Hancock County, Maine" dated December 18, 2008, prepared by CES Inc., and recorded as Map File 38, Page 170, including: i) Overhead utility lines in Southeast corner of Wayman property; li) Paved driveway and parking lot on Wayman property; and, iii) Possible right of way over easement in northwest corner of Wayman property;

cc. State of facts depicted on plan of survey entitled "ALT NACSM Land Title Survey for Live Lobster Co., Inc., 200 Main Street, Prospect Harbor, ME" dated November 7, 2008, last revised September 28, 2010 and prepared by Merlyn J. Jenkins & Associates, consisting of six pages, unrecorded, Including: i) Wharves and possible encroachments beyond high water line; ii) Possible encroachment of building constructed on wharf and wharf above high water mark; iii) Building setback lines; iv) Overhead utility lines; v) Rights of way; vi) Culvert; vii) Possible encroachment of "Access" easement across parcel labeled "'N/F Eva M. Faulkingham"; viii) Flood zones;

ix) Notes thereon; and, x) Possible encroachment of "New Waterline Location" on out parcel.

dd. Rights and easements granted by Stinson Canning Company to Rupert Blanca, et also by instrument dated July 12, 1961 and recorded in Book 889, page 345 (Wayman Easements);

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

ff. 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;

gg. Riparian rights of others; the final policy will not insure the status of riparian rights of the owner of the Premises;

hh. Right of First Refusal from Craig W. Wayman and Katharyn S. Wayman to Charles B. Stinson dated April 6, 1992 and recorded in Book 1926, Page 273, as affected by Consent to Easements by Charles Stinson dated November 17, 2010 and recorded in Book 5583, Page 202. (Wayman Easements);

ii. Apparent utility easements as shown on Standard Boundary Survey for: Charles Stinson; Location: Prospect Harbor, Gouldsboro, Maine, prepared by Louis E. Pare, Registered Land Surveyor, dated October 1990, and revised January 1991, (Wayman Easements);

jj. Terms and conditions of Submerged Land Easement between the State of Maine Department of Conservation Bureau of Parks and Lands and Stinson Seafood, Div. of Bumble Bee Seafoods, LLC dated October 23, 2006 for a commercial fishing pier on submerged land totaling 1670 square feet, more or less, including requirement that written permission for enlargement of any structures or fixtures upon the premises, as evidenced by Memorandum of Easement dated January 25, 2011 and recorded In Book 5583, Page 206;

kk. Terms and conditions of Submerged Lands Lease between the State of Maine Department of Conservation Bureau of Parks and Lands and Bumble Bee Foods, LLC dated August 29, 2008 for a freshwater pipeline on submerged land totaling 540 square feet, more or less, as evidenced by Memorandum of Lease dated January 25, 2011 and recorded in Book 5583, Page 214;

ll. Home Equity Line of Credit Mortgage from Craig W. Wayman and Katharyn S. Wayman to KeyBank National Association dated August 25, 2004 and recorded in Book 4022, Page 278, as affected by Modification and Extension of Promissory Note/Mortgage dated April 11, 2005 and recorded in Book 4211, Page 263,

as affected by Mortgagee's Consent and Subordination to Easements dated February 28, 2011 and recorded in Book 5583, Page 201 (Wayman Easements);

mm. Home Equity Line of Credit Mortgage from Craig W. Wayman and Katharyn S. Wayman to KeyBank National Association dated May 22, 2006 and recorded in Book 4510, Page 58, as affected by Mortgagee's Consent and Subordination to Easements dated February 28, 2011 and recorded in Book 5583, Page 201 (Wayman Easements);

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 Gouldsboro 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). Successful bidder will increase the amount of the deposit to 10% of the purchase price within five (5) 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**

Real Property and Buildings located in the Town of Gouldsboro, Village of Prospect Harbor, Maine as described in a deed from Bumble Bee Foods, LLC to Prospect Harbor Properties, LLC dated January 14, 2011 and recorded in the Hancock County Registry of Deeds in Book 5583, and Page 222 on March 2, 2011.

See Purchase and Sale Agreement for a more complete description.

**Schedule A-1**

All goods, fixtures, machinery, equipment and inventory located at 200-210 Main St. Prospect Harbor, Gouldsboro, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:        September 26, 2012

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

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

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