Town of Berwick
11 Sullivan Street, Berwick, ME 039001
Phone: (207) 698-1101 Fax (207)698-5181
Website: www.berwickmaine.org

APPLICATION FOR SUBDIVISION

***Complete Subdivision applications must be received by the Berwick Planning Department at least 14 days prior to the desired Planning Board meeting date. All review fees are due prior to the scheduled Planning Board meeting. ***

[X] Major Subdivision	[ ] Preliminary Plan
[ ] Minor Subdivision	[ ] Final Plan

APPLICANT INFORMATION

1. Name of Property Owner ***Prime Tanning Co., Inc.***
   Address ***c/o Robert Keach, Esq. Bernstein Shur***
   PO Box 9729, Portland, ME 04104-0529
   Telephone ***-***
2. Name of Applicant ***The Fund of Jupiter, LLC***
   Mark Kehaya, Principal
   Address ***c/o Roger A. Clement, Jr., Verrill Dana LLP***
   One Portland Square, Portland, ME 04112-0586
   Telephone ***207-253-4412***
3. Is Applicant a corporation? ***NO*** Attach documentation
4. Authorized Agent's Name ***Scott Anderson***
   Address ***Verrill Dana LLP***
   One Portland Square, Portland, ME 04112-0586
   Telephone ***207-253-4540***
5. Persons preparing plan:
   Surveyor ***Christopher H. Mende, P.L.S.***
   State of Registration ***ME*** Reg No ***1302***
   Engineer ***Geoff Aleva, P.E.***
   State of Registration ***ME*** Reg No ***9679***
   Soil Scientist ***None at Present Time***

6. Persons to whom all correspondence concerning this application should be sent ***Scott D. Anderson***

Address ***Verrill Dana LLP***
One Portland Square
Portland, ME 04112-0586

7. What legal interest does the applicant have in the property to be developed? ***See #8***

Attach evidence of interest (Deed, option, purchase and sale contract, etc.)

8. What interest does the owner or applicant have in any abutting property?

Court Order – Applicant holds the first mortgage on the subject property, and on abutting property, including 34 Sullivan St., 29 Sullivan Street, 35 Sullivan Street, and 27 School Street. Also, an Order entered by U.S. Bankruptcy Court dated January 19, 2012 authorized and directed Prime Tanning Co., Inc. to sell the property to The Fund of Jupiter, LLC or its designee.

LAND INFORMATION

9. Location of Property ***20 Sullivan Street***

Registry of Deeds:	Book	*See boundary plan*	Page	***MANY***
Berwick Tax Maps:	Map	***U-4***	Lot	***146***
	Map		Lot	

10. Land Use District in which property is located? *C/I and UO*

11. Is any part of the property located in the Shoreland Overlay District? **SC/I**

The Aquifer Protection District? ***NO***

12. Is any portion of the property within a special flood hazard area as identified by the Federal Emergency Management Agency? ***NO – see LOMA***

13. Does any part of the property contain wetlands as identified by the National Wetlands Inventory, US Department of the Interior? ***NO***

14. Total acreage ***342,038 S.F. (7.8521 ACRES)*** Acreage to be developed ***342,038 S.F. (7.8521 ACRES)***

15. Does the parcel include or abut any brooks, streams, or other water bodies? **YES**

Identify them by name, if known ***Water course flows underground through tunnels and culverts across property***

16. What is the current use of the land? ***Industrial-leather tanning factory-defunct***

17. Has this land been part of a prior approved subdivision? ***NO***

Name ***N/A*** Date ***N/A***

18. Has the parcel been divided or has any portion of the land been conveyed for any purpose within the past five years? ***NO***

19. Indicate the nature of any restrictive covenants to be placed in the deeds

None

20. List below the names and addresses of abutting property owners to include those across any road or street

Map	Lot	Names(s) of Owner	Address:
		See attached maps and list.	

GENERAL INFORMATION:

21. Proposed name of development ***Tannery Row***
22. Number of lots or units ***7***
23. Anticipated date for construction ***N/A***
24. Anticipated date for completion ***N/A***
25. Does this development require extension of public infrastructure? ***N/A*** If yes, check which items

    _____ Roads _____ Storm Drainage
    _____ Sidewalks _____ Water Lines
    _____ Sewer Lines _____ Fire Protection Equipment
    _____ Other (Identify) _____
26. Estimated cost of infrastructure improvements ***N/A***
27. Method of water supply to the proposed development

    _____ individual wells
    _____ central well with distribution lines
    X connection to public water system
    _____ other _____
28. Method of sewage disposal for the proposed development

    _____ individual septic tanks
    _____ central on-site disposal with collection lines
    X connection to public sewer system
    other _____
29. Method of fire protection for the proposed development.

    X hydrants connected to the public water system
    _____ dry hydrants located on an existing pond water body
    _____ existing fire pond
    _____ other _____

30. Does the applicant propose to dedicate to the public any streets, recreation areas, resource protection or other common lands? ***N/A*** If yes, complete the following:

    Streets/Estimated Length _____

    Recreation/Estimated Acreage _____

    Resource Protection/Acreage _____

    Common lands/Acreage _____

31. Does the applicant intend to request waivers of any of the subdivision regulations? ***YES***

    If yes, identify each item separately and state reason for the request

    See narrative and Subdivision Plan notes.

32. Has the applicant received any variance from the requirements of the Land Use Ordinance? ***NO*** If yes, what? _____

To the best of my knowledge, all the above stated information submitted in this application is true and correct.

Date ***Sept. 10, 2013*** Applicant The Fund of Jupiter, LLC

By: Roger S [signature]

Its: Attorney

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MEMORANDUM TO BERWICK PLANNING BOARD
FROM: Christopher H. Mende, PLS
DATE: September 10, 2014
RE: **Prime Tanning Co., Inc., 20 Sullivan Street, The Fund of Jupiter, LLC - TANNERY ROW SUBDIVISION**

PRELIMINARY PLAN FOR MAJOR SUBDIVISION

The Fund of Jupiter, LLC, mortgagor of the subject property, proposes a 7 lot subdivision of Tax Map U-4, Lot 146 (20 Sullivan Street). The property was formerly operated as an industrial site (leather processing). The site is presently vacant with regard to activity, but is fully developed with building, pavement and infrastructure. The applicant has long term plans to redevelop the site with a combination of mixed use residential space, office space, light industrial space, quick serve restaurant space and/or convenience store, and green space. Specific design for the layout and infrastructure of future development is only conceptual at this time, and future detailed design, review and approval for these developments will be coordinated with the Planning Board through the Site Plan Review Process and possible modifications to the present subdivision.

The present application is for simply a geometric division of the locus tract of 7.85 acres into 7 parcels. The present 'Skeleton' subdivision as submitted is to facilitate development partnerships based on the differing contemplated uses of the site and to facilitate a cleanup of the property prior to future development.

The applicant is submitting the following application materials:

1) **A location plan with aerial photo background.**
2) **A boundary plan showing parcel boundaries and easements, existing site improvements and known utilities, and title sources and notes.**
3) **A preliminary subdivision plan showing the geometry of the proposed 7 lots.**
4) **Checks in the amounts of $550 and $2800 for application and review to the Town prior to the September 18 Planning Board meeting.**
5) **List of abutters with copies of Tax Maps U-4 and U-1.**
6) **Application Form.**
7) **Copies of Mortgage Deeds which describe the subject property and the applicant interest.**
8) **A copy of LOMA Case Number 07-01-0835A which removed the entire parcel from the adjacent Special Flood Hazard Area.**
9) **Copy of letter of agreement/authorization with CIVIL CONSULTANTS**

For the present application, the applicant requests waivers as identified on the Subdivision Plan given that at this point the applicant has not identified specific tenants or uses for each lot. The information subject to these waiver requests will be provided to the Planning Board when final land uses are identified and appropriate applications are filed for development of the lot(s).

7.2 SUBMISSIONS.

The preliminary plan application shall consist of the following items:

Submittal Requirement	**Applicant Response**
A. Application Form.	***provided***
B. Location Map. The location map shall be drawn at a size adequate to show the relationship of the proposed subdivision to the adjacent properties, and to allow the Board to locate the subdivision within the municipality. The location map shall show: 1. Existing subdivisions in the proximity of the proposed subdivision. 2. Locations and names of existing and proposed streets. 3. Boundaries and designations of zoning districts. 4. An outline of the proposed subdivision and any remaining portion of the owner's property if the preliminary plan submitted covers only a portion of the owner's entire contiguous holding.	***provided***
C. Preliminary Plan. The preliminary plan shall be submitted in four copies of one or more maps or drawings which may be printed or reproduced on paper, with all dimensions shown in feet or decimals of a foot. The preliminary plan shall be drawn to a scale of not more than one hundred feet to the inch. Plans for subdivisions containing more than one hundred acres may be drawn at a scale of not more than two hundred feet to the inch provided all necessary detail can easily be read.	***provided***
D. Application Requirements. The application for preliminary plan approval shall include the following information. The Board may require additional information to be submitted, where it finds necessary in order to determine whether the criteria of Title 30-A M.R.S.A., §4404 are met.	
1. Proposed name of the subdivision and the name of the municipality in which it is located, plus the assessor's map and lot numbers.	***provided***
2. Verification of right, title or interest in the property.	***provided***
3. A standard boundary survey of the parcel, giving complete descriptive data by bearings and distances, made and certified by a Maine registered land surveyor. The corners of the parcel shall be located on the ground and marked by monuments.	***provided***

4. A copy of the most recently recorded deed for the parcel. A copy of all deed restrictions, easements, rights-of-way, or other encumbrances currently affecting the property.	***provided***
5. A copy of any deed restrictions intended to cover all or part of the lots or dwellings in the subdivision. The deed restrictions must specify that maintenance of privately owned stormwater management facilities will be conducted and certified to the Town in accordance with Article 7.22 of the Town's Land Use Ordinance.	***none***
6. An indication of the type of sewage disposal to be used in the subdivision. When sewage disposal is to be accomplished by connection to the public sewer, the Berwick Sewer District shall certify that providing service to the proposed subdivision is within the capacity of the system's existing collection and treatment system or improvements planned to be completed prior to the construction of the subdivision.	***Public -waiver***
When sewage disposal is to be accomplished by subsurface wastewater disposal systems, test pit analyses, prepared by a Maine Licensed Site Evaluator or Maine Certified Soil Scientist shall be provided. A map showing the location of all test pits dug on the site shall be submitted.	***Not applicable***
7. An indication of the type of water supply system(s) to be used in the subdivision.	***public***
When water is to be supplied by public water supply, a written statement from the Berwick Water Department shall be submitted indicating there is adequate supply and pressure for the subdivision.	***waiver***
8. The date the plan was prepared, north point, and graphic map scale.	***provided***
9. The names and addresses of the record owner, applicant, and individual or company who prepared the plan and adjoining property owners.	***provided***
10. A high intensity soil survey by a Maine Certified Soil Scientist. Wetland areas shall be identified on the survey, regardless of size.	***waiver***
11. The number of acres within the proposed subdivision, location of property lines, existing buildings, vegetative cover type, and other essential existing physical features.	***provided***

12. The location of all rivers, streams and brooks within or adjacent to the proposed subdivision. If any portion of the proposed subdivision is located in the direct watershed of a great pond, the application shall indicate which great pond.	***Provided on boundary plan***
13. Contour lines at the interval specified by the Board, showing elevations in relation to Mean Sea Level.	***waiver***
14. The zoning district in which the proposed subdivision is located and the location of any zoning boundaries affecting the subdivision.	***provided***
15. The location and size of existing and proposed sewers, water mains, culverts, and drainage ways on or adjacent to the property to be subdivided.	***waiver***
16. The location, names, and present widths of existing streets, highways, easements, building lines, parks and other open spaces on or adjacent to the subdivision.	***Provided on boundary plan***
17. Size, type and locations of all existing and proposed overhead and underground utilities, to include but not be limited to street lighting, electricity, telephone and cable television. The Board may require street lighting if there is a sufficient public safety need in accordance with the Town Street Lighting Policy.	***Provided in part on boundary plan waiver***
18. The proposed lot lines with approximate dimensions and lot areas.	***provided***
19. All parcels of land proposed to be dedicated to public use and the conditions of such dedication.	***None at present***
20. The location of any open space to be preserved and a description of proposed ownership, improvement and management.	***None at present***
21. The percentage of area on each lot where existing forest cover will be permitted to be removed and converted to lawn, structures or other cover and any proposed restrictions to be placed on clearing existing vegetation.	***No forest cover on site-the site is fully developed***
22. If any portion of the subdivision is in a flood-prone area, the boundaries of any flood hazard areas and the 100-year flood elevation, as depicted on the Town of Berwick's Flood Insurance Rate Map, shall be delineated on the plan.	***See attached LOMA***
23. A hydrogeologic assessment prepared by a Maine Certified Geologist or Maine Registered Professional Engineer, experienced in hydrogeology, when the subdivision is not served by public sewer and	***waiver***

a. Any part of the subdivision is located over a sand and gravel aquifer, as shown on a map entitled "Hydrogeologic Data for Significant Sand and Gravel Aquifers," by the Maine Geological Survey, 1985, Map No. 1; or	
b. The subdivision has an average density of more than one dwelling unit per 100,000 square feet.	
The Board may require a hydrogeologic assessment in other cases where site considerations or development design indicate greater potential of adverse impacts on ground water quality. These cases include extensive areas of shallow to bedrock soils; or cluster developments in which the average density is less than one dwelling unit per 100,000 square feet but the density of the developed portion is in excess of one dwelling unit per 80,000 square feet; or the proposed use of shared or common subsurface waste water disposal systems.	
The hydrogeologic assessment shall be conducted in accordance with the provisions of Section 1 1.12.A.1 below.	
24. An estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours. Trip generation rates used shall be taken from Trip Generation Manual, latest edition, published by the Institute of Transportation Engineers. Trip generation rates from other sources may be used if the applicant demonstrates that these sources better reflect local conditions.	***waiver***
25. For subdivisions involving 40 or more parking spaces or projected to generate more than 400 vehicle trips per day, a traffic impact analysis, prepared by a Maine Registered Professional Engineer with experience in traffic engineering, shall be submitted. The analysis shall indicate the expected average daily vehicular trips, peak-hour volumes, access conditions at the site, distribution of traffic, types of vehicles expected, effect upon the level of service of the street giving access to the site and neighboring streets which may be affected, and recommended improvements to maintain the desired level of service on the affected streets.	***waiver***

26. Areas within or adjacent to the proposed subdivision which have been identified as high or moderate value wildlife habitat by the Maine Department of Inland Fisheries and Wildlife or within the comprehensive plan. If any portion of the subdivision is located within an area designated as a unique natural area by the comprehensive plan or the Maine Natural Areas Program the plan shall indicate appropriate measures for the preservation of the values which qualify the site for such designation.	***Waiver or not applicable***
27. If the proposed subdivision is in the direct watershed of a great pond, and qualifies for the simplified review procedure for phosphorus control as described in Section 11.17.A.2, the plan shall indicate the location and dimensions of vegetative buffer strips or infiltration systems and the application shall include a long-term maintenance plan for all phosphorus control measures. For subdivisions which do not qualify for the simplified review procedure, a phosphorus impact analysis and control plan shall be submitted using the procedures set forth in *Volume 11 ~ Phosphorus Control in Lake Watersheds: A Technical Guide/or Evaluating New Development,* of the *Stormwater Management/or Maine* manual dated January 2008, published by the Maine Department of Environmental Protection.	***Waiver or not applicable***
28. All areas within or adjacent to the proposed subdivision which are either listed on or eligible to be listed on the National Register of Historic Places, or have been identified in the comprehensive plan as sensitive or likely to contain such sites.	***None found on national inventory, except the old high school***
29. If the owner of the parcel to be subdivided has owned the parcel for less than five years, a narrative describing any timber harvesting operations since the owner obtained the parcel is required. If harvesting has occurred, a copy of the Forest Operations Notification and a written determination of the harvest's compliance with Maine Forest Service's Timber Harvesting Standards to Substantially Eliminate Liquidation Harvesting certified by a licensed forester shall be submitted.	***None***

30. A storm water management plan, prepared by a Maine Registered Professional Engineer in accordance with the *Stormwater Management for Maine: Best Management Practices, published by the Maine Department of Environmental Protection*, latest edition. The Board may not waive submission of the storm water management plan unless the subdivision is outside the watershed of a great pond, the proposed subdivision does not involve grading which changes drainage patterns, or does not involve the addition of impervious surfaces such as roofs and driveways less than 5% of the area of the subdivision.	***Waiver – no new development proposed at present***
31. An erosion and sedimentation control plan prepared by a Maine Registered Professional Engineer in accordance with the *Maine Erosion and Sedimentation Control Handbook for Construction: Best Management Practices*, published by the Cumberland County Soil and Water Conservation District and the Maine Department of Environmental Protection, latest edition. The Board may not waive submission of the erosion and sedimentation control plan unless the subdivision is outside the watershed of a great pond, the proposed subdivision does not involve grading which changes drainage patterns, or does not involve the addition of impervious surfaces such as roofs and driveways less than 5% of the area of the subdivision.	***Waiver***
32. A common scheme of development shall be shown for all contiguous or non-contiguous parcels or lots in the same immediate vicinity. The common scheme of development shall include the timing and sequencing of development, types of land uses, anticipated roadways and access locations, number of lots, and open space to be preserved.	***None is presently contemplated***

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From ordinance dated May 21,2009

LIST OF ABUTTERS

The Fund of Jupiter
Tannery Row Subdivision
Map U-4 lot 146
School Street, Berwick ME 03901
As of September 8, 2014

MAP	*LOT*	*NAME & MAILING ADDRESS*
U-4	146 (locus)	PRIME TANNING CO., INC C/O BERNSTEIN SHUR PO BOX 9729 PORTLAND, ME 04104-0529
U-4	148	BERWICK SEWER DISTRICT 39 POWERHOUSE RD PO BOX 15 BERWICK, ME 03901
U-4	149	TAYLOR, JESSICA P. O. BOX 271 BERWICK, ME 03901
U-4	150	PRIME TANNING CO., INC C/O BERNSTEIN SHUR PO BOX 9729 PORTLAND, ME 04104-0529
U-4	144	LORD, PAULINE 7 WILSON ST PO BOX 47 BERWICK, ME 03901
U-4	143	PINARD, TANYA P.O. BOX 138 BERWICK, ME 03901-0138
U-4	145	HUSSEY, DAVID P. LAPIERRE, JOHN N 61 PIGTAIL LANE BERWICK, ME 03901
U-4	141	MATHEWS, BEVERLY H., TRUSTEE 41 SCHOOL ST PO BOX 837 BERWICK, ME 03901
U-4	142	BERWICK, TOWN OF 20 WILSON ST BERWICK, ME 03901
U-4	140	METHODIST CHURCH 37 SCHOOL ST BERWICK, ME 03901
U-4	140-1	LIPMAN, JAMES C. 8 BUCKSHILL RD DURHAM, NH 03824

U-4	138	RODRIQUE, DAVID WRIGHT, JODIE 12 WILSON ST BERWICK, ME 03901
U-4	137	LAPIERRE, JOHN N. & LISA 61 PIGTAIL LANE BERWICK, ME 03901
U-4	136	LAPIERRE, JOHN N. 61 PIGTAIL LANE BERWICK, ME 03901
U-4	133	PRIME TANNING CO., INC C/O BERNSTEIN SHUR PO BOX 9729 PORTLAND, ME 04104-0529
U-4	130	PRIME TANNING CO., INC C/O BERNSTEIN SHUR PO BOX 9729 PORTLAND, ME 04104-0529
U-4	95	PRIME TANNING CO., INC C/O BERNSTEIN SHUR PO BOX 9729 PORTLAND, ME 04104-0529
U-4	94	HAGUE, DYLAN 25 SULLIVAN ST BERWICK, ME 03901
U-4	93	21 SULLIVAN ST PO BOX 253 BERWICK, ME 03901
U-4	91	BERWICK, TOWN OF PO BOX 696 BERWICK, ME 03901
U-4	90	MAINE D. O. T. CHILD STREET 16 STATE HOUSE STATION AUGUSTA ME 04333-0016
U-4	1	BERWICK, TOWN OF PO BOX 696 BERWICK, ME 03901
U-4	2	LONG, RONALD & NOREEN P.O. BOX 388 423 PINE HILL RD BERWICK, ME 03901
U-4	3	DROLET, DAVID TRUSTEE DAVID DROLET REVOC TRUST 75 CENTER RD SOMERSWORTH, NH 03878

U-4	4	OUTREACH LLC 6 SULLIVAN ST BERWICK, ME 03901
U-4	5	NORTHEAST BANK INSURANCE 500 CANAL STREET LEWISTON, ME 04240
U-4	49	EDGERLY, RAYMOND A., TRUSTEE PO BOX 94 BERWICK, ME 03901
U-4	8	ONE SULLIVAN LLC 6 COUNTRY LANE BERWICK, ME 03901
U-4	7	MICHEL PROPERTIES, LLC 8 RITA RD. SOMERSWORTH, NH 03878
U-1	75	ADIB, LLC 8 RITA ST SOMERSWORTH, NH 03878
U-1	10	Not listed in tax roll/combined with 9 & 11 Kennebunk Savings Bank location
U-1	9	HALL, DANA E PO BOX 619 BERWICK, ME 03901
U-1	8	HALL, DANA E. & WHITE, DANIEL A. PO BOX 619 BERWICK, ME 03901
U-1	7	BERWICK, TOWN OF PO BOX 696 BERWICK, ME 03901
U-1	6	VACHON, DAVID A. & KATHY L. PO BOX 161 BERWICK, ME 03901
U-1	5	ZERBINOPOULOS, NICKLAS G SR ET AL PO BOX 254 BERWICK, ME 03901
U-1	4	ZERBINOPOULOS, NICKLAS G SR ET AL PO BOX 254 BERWICK, ME 03901
U-1	3	LETARTE, KAREN & GERARD 1 BERWICK ST SOMERSWORTH, NH 03878
U-1	2	LETARTE, GERARD E. 1 BERNIER STREET SOMERSWORTH, NH 03878

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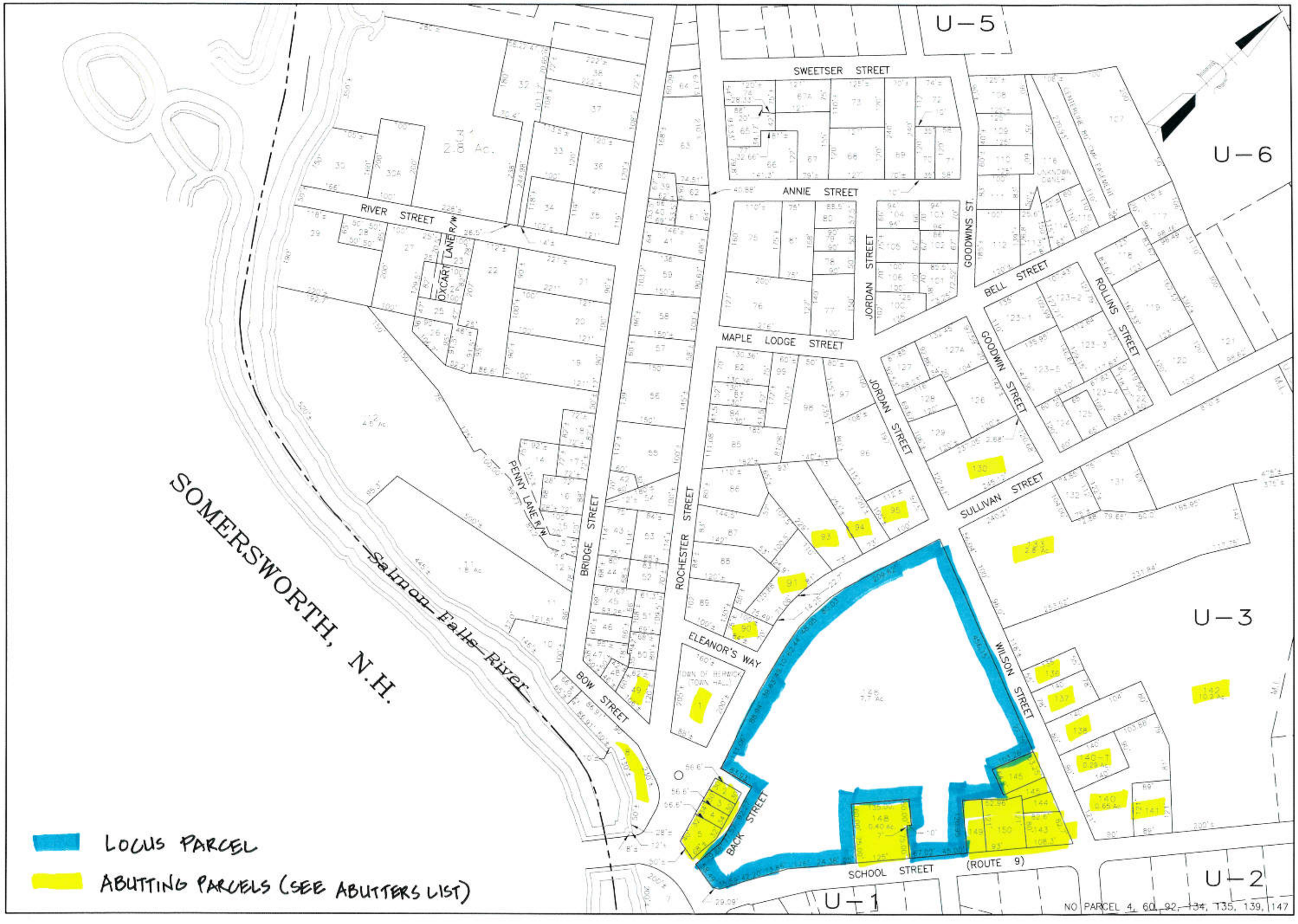
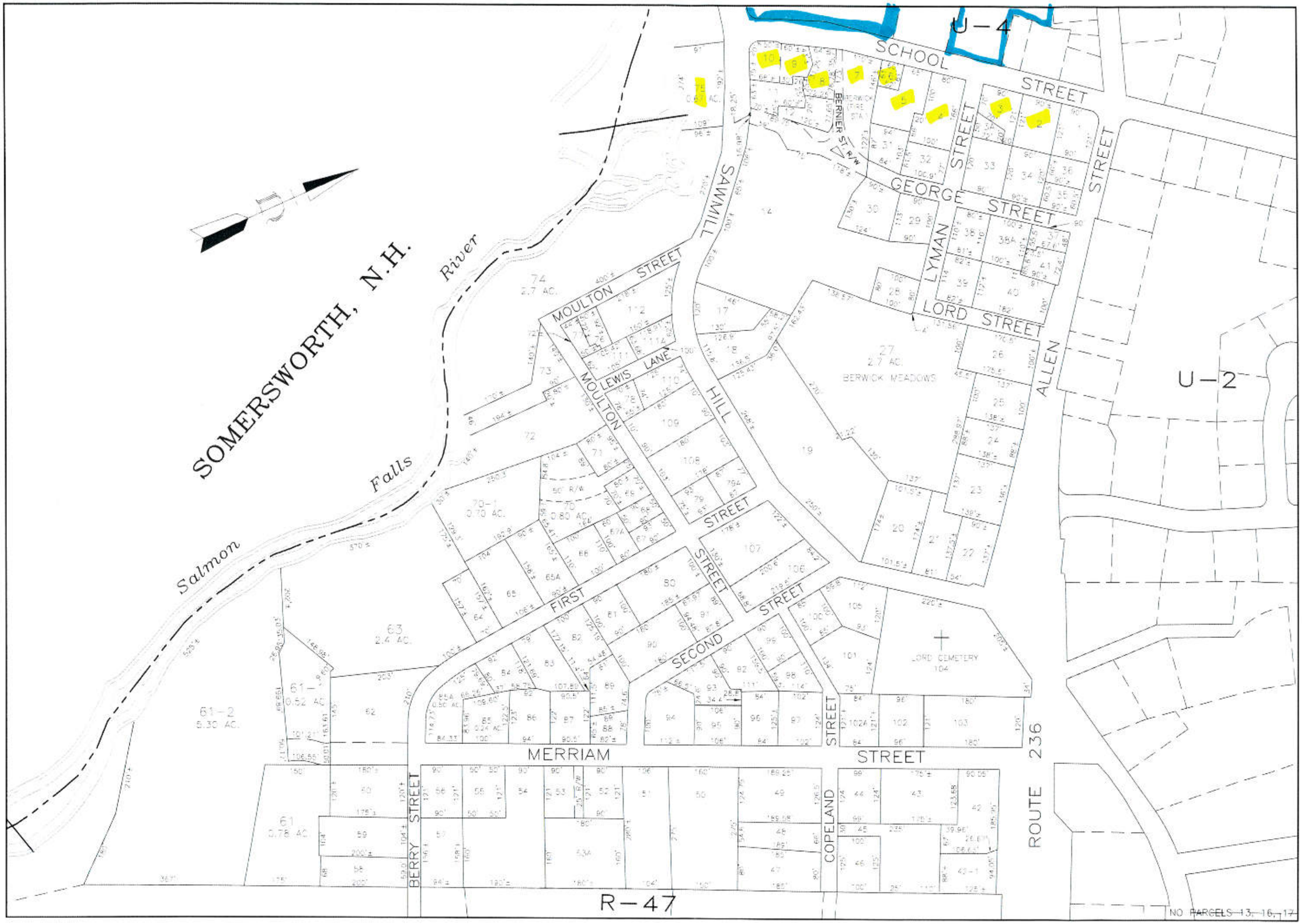

U-4
NOTE ALL DIMENSIONS ARE IN FEET
REVISED: APRIL 1, 2010
SCALE IN FEET
0 50 100 200
PROPERTY MAP
BERWICK
MAINE
FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES
LEGEND
ADJACENT SHEET NO.
COMMON OWNERSHIP
DEVELOPMENT LOT NO.
SCALED DIMENSION
U-5
U-6
U-3
U-2
U-1
SWEETSER STREET
ANNIE STREET
RIVER STREET
OXCART LANE R/W
MAPLE LODGE STREET
JORDAN STREET
GOODWINS ST.
BELL STREET
ROLLINS STREET
GOODWIN STREET
SULLIVAN STREET
PENNY LANE R/W
BRIDGE STREET
ROCHESTER STREET
ELEANOR'S WAY
BOW STREET
WILSON STREET
BACK STREET
SCHOOL STREET
(ROUTE 9)
Salmon Falls River
SOMERSWORTH, N.H.
2.8 Ac.
TOWN OF BERWICK (TOWN HALL)
NO PARCEL 4, 60, 92, 134, 135, 139, 147
LOCUS PARCEL
ABUTTING PARCELS (SEE ABUTTERS LIST)



NOTE ALL DIMENSIONS ARE IN FEET

U-1

REVISED: APRIL 1, 2010
SCALE IN FEET
0 50 100 200

PROPERTY MAP
BERWICK
MAINE

FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

LEGEND

ADJACENT SHEET NO.	12
COMMON OWNERSHIP	1 or /
DEVELOPMENT LOT NO	②
SCALED DIMENSION	±

CIVIL CONSULTANTS

Engineers
Planners
Surveyors
P.O. Box 100
293 Main Street
South Berwick
Maine
03908
207-384-2550

September 4, 2014

Roger A. Clement Jr., Partner
Verrill Dana, LLP
One Portland Square
Portland, ME 04112-0586
rclement@verrilldana.com

RE: Proposal for Surveying and Engineering Services
Prime Tanning Property, Berwick, ME – The Fund of Jupiter, LLC

Roger:

Thank you for calling yesterday to discuss your client's plans regarding the Prime Tanning site in downtown Berwick, Maine. As I understand the situation The Fund of Jupiter, LLC (Jupiter) will soon take ownership of the site, and that entity will be our client.

As you revealed in our conversation and you subsequent email, Jupiter wishes to pursue subdivision of the property to facilitate Brownfield cleanup and later development. You have indicated that conversations to date with the town suggest that initial subdivision review and approval by the Town, may follow a simplified course at present, with more detailed and stringent review once development plans are more firmly developed.

For this initial phase of the project, Jupiter is hopeful that that Town Planning Board will allow division of the property into 5 or 6 lots, all with at least the minimum frontage and area requirements. Jupiter is hopeful that the Board will accept our 2008 ALTA/ACSM Land Title Surveys of the property as a base plan with new subdivision boundaries superimposed thereon. Jupiter is also hopeful that no new fieldwork or engineering studies will be required.

The project will be on a fast track, with a hopeful approval of the project by the end of October 2014. If the Planning Board can accommodate an adequate number of meetings on this project, and no detailed new engineering studies are required, I believe that CIVIL CONSULTANTS can provide the needed support to prepare applications and plans for the Boards review.

Scope of Services:

As we understand your needs, CIVIL CONSULTANTS will provide the following Scope of Services:

1) Prepare a sketch plan based on our prior surveying work for presentation to the Planning Board.
2) Prepare a preliminary application for subdivision and a Preliminary Subdivision Plan for review by the Planning Board.
3) Prepare a final application for the subdivision and a Final Subdivision Plan for review and approval by the Planning Board.
4) Attend 3 meetings, a public hearing and a site walk with the Planning Board.
5) Draft letters to Town departments as may be needed.
6) No detailed engineering studies of water supply, sewer systems, drainage, traffic or the like are contemplated. No additional field work is contemplated.
7) Application, advertising, public notice and recording fees, as well as fees relating to peer review (if required) will be paid directly by the client.
8) For this phase of the project, no review by any State or Federal agency is anticipated.
9) If the scope of services needs to be expanded to address requests by the Planning Board, client's approval will be required in writing.

Fees

Fees for this project will be billed on an hourly basis at the following rates: [redacted] Postage, mileage, printing and reproduction costs will be billed in addition. Services will be billed by email following each Planning Board Meeting or Public Hearing and payment will be due 10 days thereafter. Work will be halted until payment is made, if not within this time frame. Final Plans will not be released or recorded until final payment is made. Payments by cash, credit card or check are all acceptable. If this project follows the hoped for path, we anticipate that fees will amount to betwee[redacted]

Timing

To the extent that CIVIL CONSULTANTS has control, reasonable diligence will be exercised to provide timely response for Planning Board requests and meetings.

Contractual Agreement

This letter and the attached terms and conditions will govern the working relationship between Jupiter and CIVIL CONSULTANTS. To accept this proposal, the client will sign, date and return a copy of this letter to our office. Email or Fax copies are acceptable.

If you have questions, please do not hesitate to call.

For CIVIL CONSULTANTS:

Christopher H. Mende, PLS
Vice President

By: Roger E

For The Fund of Jupiter, LLC _____ date: 8/5/14

Title Attorney

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 | Date: June 28, 2007 | Case No.: 07-01-0835A | LOMA

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	TOWN OF BERWICK, YORK COUNTY, MAINE	A parcel of land, as described in the Deed recorded in Book 1130, Page 132, a parcel of land, as described in the Warranty Deed recorded as Document No. 13168, in Book 2212, Page 44, and a parcel of land, as described in the Statutory Short Form of Warranty Deed recorded as Document No. 06188, in Book 2122, Page 558, all in the Office of the Register of Deeds, York County, Maine (TM:U-4, TL:146)
	COMMUNITY NO.: 230144	
AFFECTED MAP PANEL	NUMBER: 2301440006B	
	DATE: 8/5/1991	
FLOODING SOURCE: SALMON FALLS RIVER		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.267, -70.864 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 7.0 DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
--	--	--	20 Sullivan Street	Property	X (shaded)	175.8 feet	--	177.4 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

William R Blanton Jr

William R. Blanton Jr., CFM, Chief
Engineering Management Section
Mitigation Division

Doc# 2010009002
Bk 15824 Pg 230 - 256
Received York SS
03/05/2010 10:54AM
Debra L. Anderson
Register of Deeds

MORTGAGE, SECURITY AGREEMENT, LEASE ASSIGNMENT AND FINANCING STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Prime Tanning Co., Inc.**, a corporation organized under the laws of the State of Maine, having a mailing address of 9 Main Street, P.O. Box 400 Hartland, Maine 04943 (hereinafter called "Grantor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby **Give, Grant, Bargain, Sell, Assign and Convey,** with MORTGAGE COVENANTS unto **The Fund of Jupiter, LLC**, a Florida limited liability company, having a mailing address of 1061 E. Indiantown Road, Suite 104, Jupiter, Florida 33477 (hereinafter called "Grantee"), its successors and assigns forever, to secure its Guaranty of even date herewith guaranteeing the payment of Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the "Loan") with interest and other charges, as applicable, in accordance with the terms and conditions of a Promissory Note of even date herewith (the "Note") and all other related loan documents given by Irving Tanning Company, a Maine corporation to Grantee (the related loan documents, the Note, the Guaranty and this Mortgage hereinafter collectively the "Loan Documents"), and to secure other obligations, all as hereafter set forth, a certain lot or parcel of land with the buildings and improvements thereon situated in the Town of Berwick, County of York, State of Maine, and all easements and rights appurtenant thereto (the "Mortgaged Premises"), all as more particularly described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the aforegranted and bargained Mortgaged Premises, and the other Collateral as provided below, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and their use and behoof forever;

PROVIDED NEVERTHELESS, that if Grantor pays to Grantee the amount of the Loan, together with interest and other liabilities charges under the Loan Documents, as applicable, in accordance with all the terms and conditions of this Mortgage and the aforesaid Loan Documents of even date signed and given by Grantor to Grantee and shall repay when due all other advances which are made by Grantee to or for the benefit of Grantor in accordance with the provisions set forth herein and other provisions hereof, as said Note of even date and any notes or evidences of such advances may be renewed, extended and modified from time to time, and until such payment performs all of Grantor's obligations, covenants and agreements contained herein and contained in said Note, then this Mortgage deed, as also said certain Note, shall be void, otherwise shall remain in full force.

Section 1. **Security Interest in Personal Property.** The Grantor also conveys herewith a security interest in the Grantor's personal property, as provided below:

Section 1.1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Documents. The term "State," as used in this Section 1, means the state of the Grantor's organization as identified in the first paragraph of this Mortgage. All terms defined in the Uniform Commercial Code (the "UCC") of the State and used herein shall have the same definitions herein as specified therein; *provided, however*, that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations," as used in this Section 1 and in this Mortgage, means all of the indebtedness, obligations, and liabilities of the Grantor to the Grantee, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under the Note or in respect to any of the Loan Documents. An "Event of Default," as used herein, shall have such meaning as described in Section 3.8 of this Mortgage.

Section 1.2. Grant of Security Interest. The Grantor as the debtor hereby grants to the Grantee as the secured party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Grantee the following properties, assets, and rights of the Grantor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles, including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Grantor possesses, uses, or has authority to possess or use property (whether tangible or intangible) of others or others possess, use, or have authority to possess or use property (whether tangible or intangible) of the Grantor, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications, and schematics. Additionally, to the extent that any such Collateral shall be purchased by Grantor with the Loan proceeds (the "Purchase Money Collateral"), Grantor hereby grants a purchase money security interest in the Purchase Money Collateral, which Purchase Money Collateral shall specifically include without limitation the items described, if any, in Section 1.5(g).

Section 1.3. Authorization to File Financing Statements. The Grantor hereby irrevocably authorizes the Grantee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments or addendums thereto that: (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail; and (b) contain any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Grantee promptly upon request. The Debtor also ratifies its authorization for the Grantee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 1.4. Financing Statement. Grantor hereby acknowledges and agrees that the within Mortgage shall be effective as a financing statement filed or recorded as a fixture filing:

FINANCING STATEMENT

Name and Address of Debtor:	**Name and Address of Secured Party:**
Prime Tanning Co., Inc. 9 Main Street, PO Box 400 Hartland, Maine 04943	The Fund of Jupiter, LLC 1061 E. Indiantown Road, Suite 104 Jupiter, Florida 33477

(a) This financing statement covers the types (items) of property (or goods) hereinabove described; (b) the above goods are, or are to become, fixtures on real estate situated at the Mortgaged Premises, being more particularly described in Exhibit A, attached hereto, and by this reference made a part hereof; and (c) the name of the record owner of the real estate is the Grantor.

Section 1.5. Other Actions. Further to insure the attachment, perfection, and first priority of, and the ability of the Grantee to enforce the Grantee's security interest in the Collateral, the Grantor agrees, in each case at the Grantor's own expense, to take the following actions with respect to the following Collateral:

Section 1.5(a). Promissory Notes and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify.

Section 1.5(b). Deposit Accounts. For each deposit account that the Grantor at any time opens or maintains, the Grantor shall, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (a) cause the depositary Grantee to agree to comply at any time with instructions from the Grantee to such depositary Grantee directing the disposition of funds from time to time credited to such deposit account, without further consent of the Grantor, or (b) arrange for the Grantee to become the customer of the depositary Grantee with respect to the deposit account, with the Grantor being permitted, only with the consent of the Grantee, to exercise rights to withdraw funds from such deposit account. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions or withhold any withdrawal rights from the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Document, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Grantor, the depositary Grantee, and the Grantee have entered into a cash collateral agreement specially negotiated among the Grantor, the depositary Grantee, and the Grantee for the specific purpose set forth therein, (ii) deposit accounts for which the Grantee is the depositary, and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees.

Section 1.5(c). Investment Property. If the Grantor shall at any time hold or acquire any certificated securities, the Grantor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify. If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall immediately notify

the Grantee thereof and, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause the issuer to agree to comply with instructions from the Grantee as to such securities, without further consent of the Grantor or such nominee, or (ii) arrange for the Grantee to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Grantee to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Grantee to such commodity intermediary, in each case without further consent of the Grantor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Grantee to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Grantee, to exercise rights to withdraw or otherwise deal with such investment property. The Grantee agrees with the Grantor that the Grantee shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary, or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Grantee is the securities intermediary.

Section 1.5(d). Collateral in the Possession of a Bailee. If any goods are at any time in the possession of a bailee, the Grantor shall promptly notify the Grantee thereof and, if requested by the Grantee, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Grantee, that the bailee holds such Collateral for the benefit of the Grantee and shall act upon the instructions of the Grantee, without the further consent of the Grantor. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to the bailee.

Section 1.5(e). Electronic Chattel Paper and Transferable Records. If the Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Grantor shall promptly notify the Grantee thereof and, at the request of the Grantee, shall take such action as the Grantee may reasonably request to vest in the Grantee control under UCC § 9-105 of such electronic chattel paper or control under § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Grantee agrees with the Grantor that the Grantee will arrange, pursuant to procedures satisfactory to the Grantee and so long as such procedures will not result in the Grantee's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC § 9-105 or, as the case may be, § 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to such electronic chattel paper or transferable record.

Section 1.5(f). Letter-of-Credit Rights. If the Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of the Grantor, the Grantor shall promptly notify the

Grantee thereof and, at the request and option of the Grantee, the Grantor shall, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Grantee of the proceeds of any drawing under the letter of credit or (ii) arrange for the Grantee to become the transferee beneficiary of the letter of credit, with the Grantee agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied.

Section 1.5(g). Commercial Tort Claims. Commercial tort claims, as referenced in Section 1.2, shall specifically include without limitation such claims, if any, described as follows: _____. In the event the foregoing is left blank, the Grantor represents and warrants that no such tort claims exist as of the date hereof. If the Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall immediately notify the Grantee in a writing signed by the Grantor of the brief details thereof and grant to the Grantee in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Mortgage, with such writing to be in form and substance satisfactory to the Grantee.

Section 1.5(h). Other Actions as to Any and All Collateral. The Grantor further agrees to take any other action reasonably requested by the Grantee to insure the attachment, perfection and first priority of, and the ability of the Grantee to enforce, the Grantee's security interest in any and all of the Collateral including, without limitation: (a) executing, delivering and, where appropriate, filing financing statements and amendments or addendums relating thereto under the Uniform Commercial Code, to the extent, if any, that the Grantor's signature thereon is required therefor; (b) causing the Grantee's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection, or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral; (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection, or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral; (d) obtaining governmental and other third-party consents and approvals, including without limitation any consent of any licensor, lessor, or other person obligated on Collateral; (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Grantee; and (f) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

Section 1.6. Representations and Warranties of Grantor's Legal Status. The Grantor represents and warrants to the Grantee as follows: (a) the Grantor's exact legal name, type of organization, and jurisdiction of organization is that indicated in the first paragraph of this Mortgage; (b) the Grantor's correct organizational identification number is provided on the signature page of this Mortgage, or if no such number is provided thereon, Grantor does not have an organizational identification number; and (c) the Grantor's principal place of business or, if more than one, Grantor's chief executive office is located in the State at the address set forth in the first paragraph of this Mortgage, unless otherwise indicated as follows: _____, and if the foregoing is left blank, no such other address exists.

Section 1.7. Other Covenants Concerning Grantor's Legal Status. The Grantor covenants with the Grantee as follows: (a) without providing at least 30 days prior written notice to the Grantee, the Grantor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Grantor does not have an

organizational identification number and later obtains one, the Grantor shall forthwith notify the Grantee of such organizational identification number, and (c) the Grantor will not change its type of organization, jurisdiction of organization, or other legal structure.

Section 1.8. Representations and Warranties Concerning Collateral, Etc. The Grantor further represents and warrants to the Grantee as follows: (a) the Grantor is the owner of or has other rights in the Collateral, free from any adverse lien, security interest, or other encumbrance, except for the security interest created hereunder and other liens expressly permitted and specified by the Loan Documents and being more particularly described in a Lender's Title Insurance Policy of near or even date herewith issued for the benefit of the Grantee (the "Permitted Liens"); (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in § 9-102(a)(34) of the Uniform Commercial Code of the State; (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state, or local statute or rule in respect of such Collateral, (d) the Grantor holds no commercial tort claim as of the date hereof except as indicated in Section 1.5(g), if any, and (e) the Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances, and (f) all other information set forth on the Loan Documents pertaining to the Collateral is accurate and complete.

Section 1.9. Covenants Concerning Collateral, Etc. The Grantor further covenants with the Grantee as follows: (a) the Collateral, to the extent not delivered to the Grantee as may be required hereunder, will be kept at locations within the State, unless Grantor otherwise gives Grantee written notice thereof; (b) the Grantor will not remove the Collateral from the foregoing locations without providing at least 30 days prior written notice to the Grantee; (c) except for the security interest herein granted and any Permitted Liens, the Grantor shall be the owner of or have other rights in the Collateral free from any lien, security interest, or other encumbrance, and the Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Grantee; (d) the Grantor shall not pledge, mortgage, or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Grantee, except for any Permitted Liens; (e) the Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon; (f) the Grantor will permit the Grantee, or its designee, to inspect the Collateral at any reasonable time, wherever located; (g) the Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Mortgage; (h) the Grantor shall not file any termination, amendment, addendum or other UCC filing with any state or local governmental authority that would in any manner affect the perfection of Grantee's security interest in the Collateral, without provided at least thirty (30) days prior written notice thereof to the Grantee; (i) the Grantor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances; and (i) the Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for: (1) sales or leases of inventory (and licenses of any general intangibles) in the ordinary course of business, and (2) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment in the ordinary course of business consistent with past practices of the Grantor.

Section 2. Assignment of Leases and Rents. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby sells, transfers, sets over and assigns to Grantee, its successors and assigns, from this date forward:

Section 2.1. Leases and Rents. All of Grantor's right, title and interest as Landlord in, to, and under all leases and tenancies, including the right to receive the rentals and other payments due thereunder, for the Mortgaged Premises, conveyed this date by Grantor to Grantee, whether oral or written, and including any extensions or renewals, and all rents, additional rents, and other amounts which are or may hereafter become due and owing. This assignment is given to further secure said Note from Grantor to Grantee of even date herewith. In the event the obligations of Grantor to Grantee under the Note and Mortgage Deed shall be fully performed and satisfied, the within assignment shall be void, otherwise it shall remain in force. The Grantor represents that rents due subsequent to this Mortgage and Lease Assignment have not been paid in advance by any tenant, except as may have been disclosed prior hereto to the Grantee. Grantor also hereby assigns and transfers to Grantee, all security deposits and escrows, if any, related to each and every lease assigned herein, and to each and every tenancy, whether or not pursuant to a lease.

Section 2.1(a). Collection of Rents, Right to Enter. Upon the occurrence of any Event of Default, Grantee may, at its option, receive and collect all the said rents and other payments due under any lease, and may also, at its option, in addition, enter upon the said Mortgaged Premises and take possession thereof by its officers, agents, or employees, for the purpose of collection of the rents, and for the operation and maintenance of said Mortgaged Premises, the Grantor hereby authorizes the Grantee in general to perform all acts necessary for the operation and maintenance of said Mortgaged Premises in the same manner and to the same extent that the Grantor might reasonably so act. Grantee shall, after payment of all proper charges and expenses, credit the rentals or other payments which it may receive by virtue of the within assignment to any amounts due Grantee by Grantor under the terms and provisions of said Note and Mortgage and the balance shall be paid by Grantee to Grantor.

Section 2.1(b). Cancellations, Amendments, Notice to Grantee. Grantor agrees that hereafter Grantor will not: (a) cancel, terminate or surrender any lease; (b) reduce the rent, pay, receive or anticipate rental payments before they are due under the terms of any lease; or (c) modify or amend any lease in any way, either orally or in writing without obtaining the prior written consent of Grantee, which consent will not be unreasonably withheld provided that the security interest of Grantee shall not be adversely affected.

Section 2.1(c). No Waiver of Rights. Grantor agrees that exercise of any right under this Assignment, including the receipt of rent and other payments due by Grantee and including any credit or disposition of such funds for Grantor's account or otherwise, shall not constitute a waiver of any rights, statutory or otherwise, of Grantee, under said Mortgage or Note, including, but not limited to, the right of foreclosure and acceleration of said Mortgage indebtedness.

Section 2.1(d). Obligations of Grantee. It is also understood and agreed by Grantor, that although Grantee shall have the right to perform the obligations of Grantor under any lease, this Assignment shall impose no obligation whatsoever upon Grantee to perform any obligation of the Grantor to be performed under any lease, which obligations Grantor agrees to perform.

Section 2.2. Judgments and Awards. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Premises or any interest thereon or part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to

the Mortgaged Premises or the improvements thereon or any part thereof, including any award for change of grade or streets. Grantee may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Grantor hereby irrevocably authorizes and appoints Grantee and any attorney-in-fact of Grantee to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for said purposes and will reimburse the Grantee for its cost (including reasonable counsel fees) in the collection of such judgments and settlements.

Section 2.3. No Waiver of Remedies by Receipt. Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Section 2 and any disposition of the same by Grantee, shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or any note secured hereby.

Section 3. Covenants and Agreements. Grantor covenants and agrees with Grantee as follows:

Section 3.1. Title Covenants. Grantor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, except as may have been specifically noted herein or in Schedule B, Part 1 of the Grantee's final title insurance policy for the Mortgaged Premises (the "Permitted Exceptions"), and has good right and power to convey the Mortgaged Premises to Grantee to hold as aforesaid, and that Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

Section 3.2. Performance. Grantor shall pay all sums secured hereby when due, including all sums due under the said Note and shall perform all other terms and provisions set forth or referred to therein or herein; Grantor agrees that a default in the payment of said Note or a default in the terms or provisions of said Note shall constitute a default in the terms and provisions of this Mortgage entitling the Grantee to exercise any one or more of its remedies hereunder or available at law or in equity.

Section 3.3. Payment of Taxes, Liens, Etc. Grantor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Mortgaged Premises and any claim, lien or encumbrance against the Mortgaged Premises which may be or become due prior to this Mortgage. Grantee, at its option, shall have the right to require that one-twelfth (1/12) of the annual estimated real estate taxes shall be paid monthly to the Grantee, to be held in a non-interest bearing account.

Section 3.4. Insurance. Grantor shall keep the Mortgaged Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Grantee, in its discretion, may require from time to time, including, without limitation, insurance against flood damage and business interruption. Grantee, at its option, shall have the right to require that one-twelfth (1/12) of the annual estimated premiums for fire, liability and flood insurance coverage shall be paid monthly to the Grantee, to be held in a non-interest bearing account. The policy or policies of such insurance shall be in such form, shall contain such terms and provisions and shall be in such amounts as Grantee may require, and shall be issued by a company or companies approved by Grantee, with loss payable to Grantee its successors and assigns, and shall, at the request of Grantee, provide for payment of the full replacement value of the Mortgaged Premises in lieu of a specified sum, which replacement value insurance shall be in an amount at all times sufficient to keep Grantor from becoming a co-insurer, which may be evidenced by any agreed amount or

similar affirmative statement from any insurer. Such policy or policies also maintain comprehensive general public liability insurance for personal injury and property damage, with contractual liability endorsement, in amounts of not less than Five Hundred Thousand Dollars ($500,000.00) with respect to any single bodily injury (including death) or single instance of property damage, and not less than One Million Dollars ($1,000,000.00) with respect to any accident involving more than a single bodily injury or more than a single instance of property damage, or such greater amounts as Grantee may reasonably require from time to time; Grantor shall deliver simultaneously herewith the policies providing such public liability insurance for personal injury and property damage to the Grantee to be held by the Grantee, except that certificates of insurance, addressed to the Grantee, satisfactory in form and content to Grantee, evidencing such public liability insurance for personal property and property damage insurance may be delivered to the Grantee in lieu of the policies therefor, provided that a copy of the underlying policy is also delivered to the Grantee; the policies for such public liability, personal injury and property damage insurance shall name Grantee its successors and assigns, as an additional insured and shall be carried with such companies and shall contain such other terms and conditions as shall be satisfactory to Grantee, including an obligation upon any such insurer to notify Grantee its successors and assigns, of any cancellation of any such insurance coverage in writing thirty (30) days in advance thereof. Any and all amounts received by Grantee as payee under any of such policies may be applied by Grantee its successors and assigns, to the indebtedness secured hereby in such manner as Grantee may, in its sole discretion, elect, or, at the option of Grantee, the entire amount so received or any part thereof may be released to Grantor. Upon foreclosure of this Mortgage or other acquisition of the Mortgaged Premises or any part thereof by Grantee, such policies naming Grantee as payee shall become the absolute property of Grantee, but receipt of any insurance proceeds and any disposition of the same by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or in any note secured hereby.

Section 3.5. Escrow for Taxes, Insurance, Etc. In addition to Grantee's rights described above, upon written request therefor by Grantee to Grantor, which request may be withdrawn and remade from time to time, and upon evidence that the Grantor has failed to promptly pay real estate taxes, assessments and/or water and sewer charges and/or insurance premiums when due, except as are being contested in good faith and by appropriate proceedings pursued with diligence with appropriate reserves established therefore, Grantor shall pay to Grantee on a monthly basis hereafter set forth a sum equal to the municipal and other governmental real estate taxes, other assessments next due on the real property described in this Mortgage and all premiums next due for fire and other casualty insurance required of Grantor hereunder, less all sums already paid therefor, divided by the number of months to elapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due. Such sums as estimated by Grantee shall be paid with monthly payments of interest due pursuant to the terms of the indebtedness secured by this Mortgage and such sums shall be held at no interest by Grantee to pay said taxes, assessments and premiums before the same become delinquent. Grantor agrees that should there be insufficient funds so deposited with Grantee for said taxes, assessments and premiums when due, it will upon demand by Grantee promptly pay to Grantee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by this Mortgage or credited toward future such taxes, assessments and premiums; if Grantee shall have commenced foreclosure proceedings, the Grantee may apply such funds toward the payment of the Obligations without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. Grantor hereby assigns to Grantee all the foregoing sums so held hereunder for such purposes.

Section 3.6. Grantor Obligations Concerning Mortgaged Premises. Grantor (i) shall not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the Mortgaged

Premises unless the Grantee shall first consent thereto in writing; (ii) shall maintain the Mortgaged Premises in good condition and repair; (iii) shall not commit or suffer waste thereof; and (iv) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Premises and will not suffer or permit any violation thereof.

Section 3.7. Right of Grantee to Make Payments, Advances. If Grantor fails to defend against or pay any claim, lien or encumbrance which is alleged to be prior to this Mortgage when due, any tax or assessment or insurance premium, or to keep the Mortgaged Premises in good repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Premises or the title thereto, then Grantee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding and retain counsel therein, and take such action therein as Grantee deems advisable, and for any of said purposes Grantee may advance such sums of money as it deems necessary. Grantee shall have no responsibility with respect to the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof, Grantor shall pay to Grantee, immediately and without demand, all sums of money advanced by Grantee pursuant to this paragraph, together with interest on each sum advancement at the rate of interest that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note of even date secured hereby, and all such sums and interest thereon shall be secured hereby.

Section 3.8. Event of Default. The occurrence of any of the following shall, at the option of the Grantee, be an Event of Default under this Mortgage: (a) an uncured default in any payment due under the Note; (b) an uncured default in the performance of any Obligations or terms contained in, referred to or secured by this Mortgage or any other Loan Document; (c) if any warranty, representation, or statement made or furnished to Grantee by or on behalf of Grantor in connection with any Loan Document proves to have been false in any material respect; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of the Collateral or Mortgaged Premises, or the making or suffering of a levy, seizure, or attachment thereon; (e) death, dissolution, termination of existence, insolvency, business failure, failure to pay debts as they become due, bankruptcy, reorganization, appointment of a receiver of any part of the Collateral, assignment for the benefit of creditors, or the commencement of any proceedings under a bankruptcy or insolvency law of, by or against Grantor or any guarantor or surety for Grantor; (f) any event which results in the acceleration of the maturity of the indebtedness of Grantor to others; (g) material impairment to the prospect of payment or performance of a warranty or agreement, or the value of any Collateral or the Mortgaged Premises, or priority of a security interest therein; or (h) if the Collateral or any part thereof is leased by Grantor, a failure on Debtor's part to abide by the terms of the lease (all of the foregoing hereinafter an "Event of Default").

Section 3.9. Grantee Rights Upon Default. Upon the occurrence of any Event of Default, which is not remedied within any applicable notice or cure period, Grantee may without limitation exercise one or more of the following rights:

Section 3.9(a). Foreclosure. Foreclose this Mortgage under any method of foreclosure authorized by applicable law as of the date hereof or at the time of the occurrence of the Event of Default, at the option of the Grantee, and exercise its rights as secured party for all or any portion of the debt secured hereby which is then due and payable, by acceleration or otherwise, subject to the continuing lien of this Mortgage for the balance not then due and payable.

Section 3.9(b). Possession. By its agents, servants or attorneys, take possession of and enter upon the Mortgaged Premises; whether or not such possession be taken, collect and receive the rents, issues and profits therefrom; and apply such receipts, first to the payment of the necessary expenses of operating the Mortgaged Premises (including, without limitation, charges of counsel and customary fees for management agents), and second, in the Grantee's sole discretion, to the payment of amounts due on the Note or amounts required to be paid by the Grantor under any provision hereof. The application of such receipts shall not constitute a waiver of any Event of Default.

Section 3.9(c). Appointment of Receiver. Apply for and shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Premises, without notice to the Grantor, without regard to the value of the Mortgaged Premises as security for the amounts due to the Grantee or to the solvency of any person liable for the payment of such amounts, and irrespective of whether the Grantee has an adequate remedy at law.

Section 3.9(d). Right to Cure. The Grantee may, but shall not be obligated to, pay any amount which the Grantor has failed to pay, or perform any act which the Grantor has failed to perform hereunder, in which event the costs, disbursements, expenses and charges of counsel thereof, together with interest thereon from the date the expense is paid or incurred at the rate borne by the Note, shall be payable by the Grantor on demand and shall be secured by the lien of this Mortgage.

Section 3.10. Power of Sale. This Mortgage is subject to the "Statutory Power of Sale" pursuant to 33 M.R.S.A. §501-A, which is hereby granted to Grantee and is incorporated herein and made a part hereof by reference.

Section 3.10(a). Representations Concerning Power of Sale. Grantor agrees, warrants and represents that this Mortgage is given primarily for a business, commercial or agricultural purpose. Also, if this Mortgage is granted by a Trustee of a Trust, Grantor warrants and represents that, as of the date of this Mortgage, the real estate encumbered by the Mortgage is not used exclusively for residential purposes, the real estate has more than four (4) residential units, and none of the residential units is the principal residence of the owner of at least one-half (1/2) of the beneficial interest in the Trust.

Section 3.10(b). Rights of Grantee Under Power of Sale. Grantor further agrees that, upon the occurrence of any Event of Default, Grantee may sell the Mortgaged Premises, or such portion thereof as may remain subject to the Mortgage in case of any partial release thereof, either as a whole or in parcels, together with all improvements that may be thereon, by a public sale and that, notwithstanding the provisions of 14 M.R.S.A. §6203-A et seq., the public sale may be conducted on or near the Mortgaged Premises then subject to the Mortgage, or if more than one parcel is then subject thereto, then on or near one of said parcels, or the principal office of Grantee, or the branch office of the Grantee nearest to the Mortgaged Premises, or at such place as may be designated for that purpose in the Mortgage, first complying with the terms of the Mortgage and the law of Maine relating to the foreclosure of a mortgage by the exercise of the "Statutory Power of Sale", as it is as of the date of the execution hereof or as it may be at the time Grantee exercises such right or rights, and provided that Grantor is within the class of persons or entities to which the Statutory Power of Sale is now or subsequently applicable as of the time of default, and Grantee may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple. Such sale shall forever bar Grantor and all persons claiming under Grantor from all right and interest in the Mortgaged Premises, whether at law or in equity.

Section 3.10(c). Applicability. The above described Statutory Power of Sale shall only apply if the Grantor is a "Corporation," "Partnership," "Limited Liability Company," or "Trustee of a Trust," as provided in 33 M.R.S.A. §501-A.

Section 3.11. Exercise of Grantee's Rights. The Grantee, in exercising any remedy provided herein which (i) relates to any tax, assessment, governmental charge or imposition, insurance premium or other amount to be paid by the Grantor under Section 3 hereof, may do so in accordance with any notice, bill, statement or estimate procured from the appropriate public office or insurer without inquiry into the accuracy or validity thereof, (ii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity thereof, (iii) relates to any repair, maintenance or replacement expense or other amounts to be paid by the Grantor under Section 3.5 hereof, shall be the sole judge of the state of repair of the Mortgaged Premises and the necessity of incurring the expense, or (iv) relates to any other item or purpose not otherwise specifically provided for in this subparagraph, may do so whenever in their opinion such payment or performance is necessary or desirable to protect the full security intended by this Mortgage.

Section 3.12. No Limitation of Rights. No provision of this Mortgage (i) is or shall be deemed to be a release or impairment of the Note, the Loan Documents or of this Mortgage, (ii) shall preclude the Grantee, upon the occurrence of an Event of Default hereunder, from foreclosing this Mortgage or from enforcing its rights hereunder or under any Loan Documents, (iii) shall preclude or bar the Grantee upon foreclosure from obtaining a deficiency judgment against the Grantor, against any subsequent owner of the Mortgaged Premises who assumes the Note, or against any other person liable for the payment of the Note or the obligations evidenced thereby, (iv) shall require the Grantee to accept a part of the Mortgaged Premises (as distinguished from its entirety) as payment of the debt secured hereby, or (v) shall compel the Grantee to accept or allow any apportionment of the debt secured hereby to or among any separate parts of the Mortgaged Premises.

Section 3.13. Delay. No delay by Grantee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver or preclude the exercise thereof during the continuance of any default hereunder.

Section 3.14. Additional Rights of Grantee. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Grantee with respect to any security not expressly released in writing, Grantee may at any time and from time to time, either before or after the maturity of said note and without notice or consent: (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof; (c) Exercise or refrain from exercising or waive any right Grantee may have; (d) Accept additional security of any kind.

Section 3.15. Maintenance of Parking Areas and Drives, New Structures. Grantor shall maintain and preserve the parking areas, common areas, passageways and drives, now or hereafter existing on the Mortgaged Premises, and, without prior written consent of Grantee, no building or other structure shall be erected thereon, and no new building or additions to existing buildings shall be erected on the remainder of the Mortgaged Premises.

Section 3.16. Assignments, Petitions, Bankruptcy. Grantee, at its option, may accelerate the maturity of the indebtedness secured by this Mortgage, and may exercise any one or more default remedies, including foreclosure of this Mortgage if any of the following events occur, which shall also constitute Events of Default: (i) in the event any owner of the Mortgaged Premises during the period of such ownership shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (ii) if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against such owner, in which an order for relief is entered or which remains undismissed for a period of thirty (30) days or more; or (iii) such owner by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief of the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more.

Section 3.17. Grantee's Rights as Secured Party. The Grantor further covenants and agrees that (a) this Mortgage shall constitute a security agreement with respect to the Collateral, and Grantor hereby grants and conveys to Grantee, its successors and assigns, a security interest therein as provided in Section 1 above; (b) Upon the occurrence of any Event of Default, the Grantee may, at its discretion, require the Grantor to assemble the Collateral and make it available to the Grantee at a place reasonably convenient to both parties to be designated by the Grantee; (c) that the Grantee shall give the Grantor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Collateral or of the time any private sale or other intended disposition thereof is to be made by sending notice to the Grantor at least five (5) days before the time of the sale or other disposition, which provisions for notice the Grantor and Grantee hereby agree are reasonable; provided, however, that nothing herein shall preclude the Grantee from proceeding as to both real and personal property in accordance with Grantee's rights and remedies in respect to the Mortgaged Premises; (d) Grantee shall have all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State of Maine, and such further remedies as may from time to time hereafter be provided in Maine for a secured party. Grantor agrees that all rights of Grantee as to said Collateral and as to said real estate, and rights and interest appurtenant thereto, may be exercised together or separately and further agrees that in exercising its power of sale as to said Collateral and as to said real estate, and rights and interest appurtenant thereto, the Grantee may sell the Collateral or any part thereof, either separately from or together with the said real estate, rights and interests appurtenant thereto, or any part thereof, all as the Grantee may in its discretion elect.

Section 3.18. Statement of No Offsets or Defenses. Grantor, within seven (7) days upon written request delivered in person, or within ten (10) days upon written request sent by mail, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the mortgage debts or, if such offsets or defenses are alleged to exist, the nature thereof.

Section 3.19. Grantor's Books and Records. Grantor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Premises; will permit the Grantee and its representatives to examine said books and records and all supporting vouchers and data at reasonable times upon request by the Grantee at the Mortgaged Premises or at such other place in the city and county in which the Mortgaged Premises are located as such books and records are customarily kept; and Grantor hereby agrees to furnish to Grantee within one hundred twenty (120) days after the close of each fiscal year an annual financial

statement of the operation of the Mortgaged Premises reflecting income (including sources thereof) and expenses, such statement to be prepared by a certified or other competent accountant satisfactory to Grantee.

Section 3.20. Notice to Grantee of Change in Use. If at any time the then existing use or occupancy of the Mortgaged Premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, that Grantor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Grantee.

Section 3.21. Grantee Approval of Leases, Etc. Grantor shall submit to the Grantee for Grantee's examination and approval in writing prior to the execution, delivery and commencement thereof, all leases, tenancies and occupancies of the Mortgaged Premises and any part thereof; any such leases, tenancies and occupancies, not so approved, shall not be valid; and Grantor at the Grantor's sole cost and expense, upon request of Grantee, shall cause any parties in possession of the Mortgaged Premises under any such leases, tenancies and occupancies, not so approved, to vacate the Mortgaged Premises immediately. Grantor acknowledges that Grantee may, from time to time, at its option enter upon the Mortgaged Premises and take any other action in court or otherwise to cause such parties to vacate the Mortgaged Premises; the costs and expenses of Grantee in so doing shall be paid by Grantor to Grantee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Grantee shall be in addition to all its other rights as Grantee, including the right of foreclosure, for breach by Grantor in the requirements of this paragraph.

Section 3.22. Due on Sale. It is an additional covenant and condition of this Mortgage, for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that without Grantee's prior written consent, Grantor shall not convey, mortgage, sell, contract to sell, lease or otherwise transfer or encumber the title, ownership, right of possession or any other interest in the Mortgaged Premises, or in any part thereof, nor shall any interest in said Mortgaged Premises or any part thereof pass from Grantor either voluntarily, involuntarily, by operation of law or otherwise. This condition shall continue until all indebtedness and Obligations secured hereby are satisfied, and permission given or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this condition shall remain in full force and effect. The term "title" as used herein shall mean the estate of the Grantor subject to the lien of this Mortgage.

Section 3.23. Subsequent Agreement. Any agreement hereafter made by Grantor and Grantee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

Section 3.24. Acts Required of Grantee Concerning Perfection. Grantor, at Grantor's expense, will do, execute, acknowledge and deliver to Grantee such further deeds, acts, conveyances, mortgages, assignments, transfers, and all other documents and assurances as Grantee in its discretion may require from time to time to better establish and perfect the property interests and rights created or intended by Grantee to be created hereunder or to facilitate the Grantor's performance hereunder.

Section 4. Environmental Indemnity.

Section 4.1. Definitions. With respect to any hazardous substances, the following definitions shall apply herein: (a) **"Environment"** means any surface or subsurface water, water vapor, land, air, fish, wildlife,

microorganisms and all other natural resources; (b) **"Environmental Law"** means any law, ordinance, rule, regulation or requirement, issued by any federal, state or local governmental or quasi-governmental authority, whether now existing or hereinafter enacted, and any judicial or administrative interpretations thereof, regulating the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, transport, treatment or use of hazardous substances or relating to the protection of the Environment; (c) **"Environmental Permits"** mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and or operation of the Mortgaged Premises, including, without limitation, those required for the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, treatment, transport or use of hazardous substances; (d) **"Hazardous Substance"** means any material whatsoever, which is or may potentially be harmful to the health or safety of human or animal life or vegetation, regardless of whether such material be found on or below the surface of the ground, in any surface or underground water, airborne in ambient air or in the air inside of any structure built or located upon or below the surface of the ground, or in any machinery, equipment or inventory located or used in any such structure, including, but not limited to, all hazardous materials, hazardous substances, imminently hazardous substances, hazardous wastes, toxic substances, infectious wastes, pollutants and contaminants from time to time defined, listed, identified, designated, regulated or classified as such under any Environmental Law regardless of the quantity of any such material; (e) **"Premises"** shall include the land surface and the entire subsurface of soil, sand, gravel, stone and rock, all surface water and subsurface water, whether flowing or stagnant, the ambient air, and all structures, fixtures and buildings located, situated or erected on the land, and all machinery and equipment located at or in connection with any such structure; and (f) **"Release"** means any discharging, disposing, emitting, leaking, pumping, pouring, emptying, injecting, escaping, placing, releasing, leaching, dumping or spilling into the Environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

Section 4.2. Representations and Warranties. The Grantor represents and warrants that:

Section 4.2(a). No Enforcement Proceedings. Neither the Grantor, any existing or prior tenant of the Premises, any prior owner thereof nor any other person is the subject of any civil or criminal investigation or enforcement proceeding, whether administrative or judicial, respecting: (i) any Hazardous Substance or threat of a Release on or affecting the Premises; or (ii) any violation of Environmental Law by the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person with respect to or affecting the Premises;

Section 4.2(b). No Pending Litigation. No litigation involving the Premises is pending against the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person in any way related to any of the aforementioned persons, or to the best of the Grantor's knowledge is any such litigation threatened which seeks to enjoin, remove or remediate a Release or threatened Release, or which seeks any remedy based upon a violation of any Environmental Law or for any injury to any person, property, animal life or vegetation caused by a Hazardous Substance or which seeks to remove or remediate a Hazardous Substance;

Section 4.2(c). No Environmental Notices. Neither the Grantor, any existing or prior tenant of the Premises, any prior owner thereof, or any other person has received any notice from any governmental or quasi-governmental agency with respect to any Hazardous Substance or any threatened Release on or affecting the Premises, or any violation of Environmental Law by any of the aforementioned persons with respect to or affecting the Premises;

Section 4.2(d). Use of Premises. The Premises are not currently used, nor have they been used in the past, by the Grantor, prior owners, tenants or any other persons in a manner which violates any Environmental Law or which could give rise to liability for Hazardous Substances, nor do conditions exist on or affect the Premises which could violate any such law or give rise to such liability;

Section 4.2(e). No Release. There has not been a Release on or affecting the Premises nor is there presently the threat of a Release thereon; and

Section 4.2(f). Compliance. The Grantor and all tenants of the Premises are in compliance with all Environmental Laws and Environmental Permits affecting the Premises.

Section 4.3. Covenants and Agreements. The Grantor hereby covenants and agrees that:

Section 4.3(a). Use of Premises by Grantor. The Grantor shall not use or permit the use of the Premises in a manner which would violate any Environmental Law or give rise to liability for Hazardous Substances, nor shall the Grantor cause or permit conditions to exist on or affect the Premises which would violate any such law or give rise to such liability.

Section 4.3(b). No Environmental Liens. The Grantor shall not permit any federal, state or local environmental lien to be levied against the Premises, even if such lien is subordinate to the lien of this Mortgage.

Section 4.3(c). Copies of Notices to Grantee. The Grantor shall provide the Grantee with copies of any communications with or notices from any governmental or quasi-governmental authority alleging or responding to an allegation that the Premises are not in compliance with any Environmental Law, within five (5) days of the Grantor's receipt or sending thereof.

Section 4.3(d). Permits. The Grantor and all tenants of the Premises shall possess all required Environmental Permits and shall be in compliance with such permits.

Section 4.3(e). No Release on Premises. There shall be no threat of a Release on or affecting the Premises.

Section 4.3(f). Insurance. The Grantor shall, at the request of the Grantee, obtain and maintain in force such policies of environmental impairment liability insurance or other policies of insurance insuring against loss on account of such environmentally related risks in such amounts as the Grantee shall deem reasonably necessary, provided such insurance can be obtained at premiums which are commercially reasonable. Such policies shall be written by insurance companies which are approved by the Grantee and are qualified to do business in the State of Maine. If the Grantor fails to procure such insurance after request by the Grantee, the Grantee may procure the same and add the cost to the debt secured by this Mortgage, which shall bear interest at the rate set forth in said Note secured hereby.

Section 4.3(g). No Asbestos. No asbestos shall exist on the Premises in any form, condition or quantity.

Section 4.3(h). Environmental Law Requirements. The Grantor and all tenants of the Premises shall comply with any obligations they may have under any Environmental Law affecting the Premises, including, but not limited to, reporting requirements.

Section 4.3(i). Copy of Assessment to Grantee. The Grantor shall provide the Grantee with a copy of any environmental assessment of the Premises which the Grantor may obtain, within ten (10) days of the date when the Grantor receives the assessment.

Section 4.4. Breach. A breach of any of the environmental representations, warranties or covenants contained herein shall constitute an Event of Default hereunder, entitling the Grantee to accelerate the indebtedness secured hereby and to exercise any and all default remedies.

Section 4.5. Grantee's Right to Conduct Assessment. The Grantee may cause to be conducted environmental assessments of the Premises and surrounding areas from time to time until the loan secured by this Mortgage shall be repaid in full, as it deems necessary in its sole discretion, such audits and tests to be performed by an environmental consultant chosen by the Grantee. The Grantor shall pay to the Grantee on demand the costs of such audits or tests. Any such environmental assessments shall be considered the property of the Grantee, and the Grantee shall owe no duty of confidentiality to the Grantor with respect to the contents thereof. It is hereby acknowledged by the Grantor that the Grantee shall not vouch for or assume any responsibility for the scope of detail, contents or accuracy of any such environmental assessment, and that neither the Grantor nor any other party shall have any recourse to or claim against the Grantee for any act of omission or commission of the environmental consultant. The Grantor shall fully cooperate with the environmental consultant in its preparation of the assessment, including, but not limited to, responding to questions of the consultant, providing the consultant with unlimited access at reasonable times to the Premises, the books and records of the Grantor, and employees of the Grantor, and the Grantor shall cause all tenants of the Premises to do the same. The Grantee may also from time to time, at the expense of the Grantor, procure the opinion of an attorney competent in Environmental Law when it believes such an opinion to be reasonably necessary, respecting the environmental condition of the Premises and the terms, conditions, sufficiency of, compliance with and transferability of all existing and/or required Environmental Permits.

Section 4.6. Certification of Environmental Condition. In addition, the Grantee shall have the right to require, from time to time, a certification by the Grantor and any tenants of the Premises that there has been no change in the environmental condition of the Premises. If there has been an asbestos monitoring plan prescribed by the consultant, the Grantor must also from time to time, at the request of the Grantee, show evidence of its compliance therewith.

Section 4.7. Indemnification. The Grantor shall fully indemnify and hold harmless the Grantee its successors and assigns, against: (i) any third party claims involving Hazardous Substances Releases on or affecting the Premises or violation of Environmental Laws in any way related to the Grantor or the Premises; and (ii) any fines, penalty payments, reasonable attorneys' and legal assistants' fees, sums paid in connection with any judicial or administrative investigation or proceedings, costs of cleanup assessed by a governmental or quasi-governmental agency, and similar expenditures, that relate in any way to the Grantor or the Premises, without regard to whether the Grantor would have ultimately been responsible for such third-party claims, fines, payments, fees, sums or costs. Any amounts which the Grantor must pay to the Grantee hereunder are payable upon demand and, if unpaid, shall bear interest per annum at the default interest rate set forth in the Note, and such amounts, with interest, shall be added to the indebtedness secured hereby and shall be secured by this

Mortgage. The foregoing indemnifications shall survive the repayment of the indebtedness secured by the Mortgage and the discharge, release and/or assignment of the Mortgage.

Section 5. Future Advances. Intentionally Deleted

Section 6. Condominium Rider. Intentionally Deleted

Section 7. Right of Redemption. In the event that any prior mortgage exists as a Permitted Exception or otherwise, Grantor covenants and agrees that Grantor will, at all times, fully perform and comply with all agreements, covenants, terms and conditions imposed on the Grantor under any such prior mortgage(s) and if Grantor fails to do so, Grantee may (but shall not be obligated to) declare such failure to be an Event of Default hereunder and or may take any action Grantee deems necessary or desirable to prevent or to cure any default by Grantor and the performance or compliance with any of Grantor's covenants or obligations under any prior mortgage(s). Grantor hereby transfers and assigns to the Grantee, its successors and assigns, the Grantor's equity of redemption of any such prior mortgage(s), including the right to demand an accounting of said prior mortgage(s), the right to make full or partial payment upon said prior mortgage(s), and the right to demand assignment of said prior mortgage(s) and the note(s) secured by same. Any sums of money advanced by Grantee to cure Grantor's defaults under any prior mortgage(s) shall be added to the indebtedness secured hereby. Grantor shall immediately, on receiving any knowledge or notice of any default under any prior mortgage(s), give written notice to Grantee. Grantor assigns any proceeds that may belong to Grantor resulting from the foreclosure sale of the Mortgaged Premises by the holder of the prior mortgage(s).

Section 8. Financial Statements. Intentionally Deleted

Section 9. Relation to Other Debts Owed by Grantor to Grantee. The Loan shall be cross-collateralized and cross-defaulted with all other debts of the Grantor due to Grantee. Accordingly, Grantor covenants and agrees that a default by Grantor under the Loan Documents shall constitute a default under any other loan documents evidencing any other debts of the Grantor due to Grantee (the "Related Loan Documents") for which all of the rights and remedies provided thereunder to Grantee may be exercised, and likewise a default by Grantor under any of the Related Loan Documents shall constitute a default under this Mortgage for which all the rights and remedies provided hereunder to Grantee may be exercised.

Section 10. Existence, Authority, and Organization of Grantor. With respect to the existence, authority and organization of Grantor, the Grantor also covenants and agrees with Grantee that without Grantee's prior written consent there shall be: (a) no amendments or changes to any organizational documents of the Grantor, whether filed with the State or otherwise, including without limitation any articles of incorporation or organization, bylaws, partnership agreements, operating agreements, shareholder agreements, trust agreements, etc.; (b) no liquidation, termination or dissolution of the Grantor, (c) no transfer, pledge, assignment, sale, termination or other disposition of any assets or corporate stock, membership interest, or any other form of ownership or beneficiary interest respecting the Grantor, either voluntarily, involuntarily or by operation of law; and (d) no additional shareholders, members, partners, or other type of owner or beneficiary to said Grantor.

Section 11. Binding on Successors and Assigns. The covenants and agreement contained herein shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee, as applicable. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 12. Loan Commitment Letter. Grantor shall well and truly perform, or cause to be performed, in punctual manner, all the terms, conditions and agreements that are the obligation of Grantor contained in the Loan Commitment Letter from Grantee to Grantor regarding the Loan, including any amendments thereto.

Section 13. Waiver of Jury Trial. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES AND GRANTEE, BY ITS ACCEPTANCE OF THE NOTE, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THE LOAN, THE NOTE, THIS MORTGAGE, OR ANY OTHER OF THE LOAN DOCUMENTS.

Section 14. Waiver. GRANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES GRANTEE MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. FURTHER, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENTS, HOMESTEAD, EXEMPTION, STAY, REDEMPTION, AND MORATORIUM LAWS, WHICH ARE NOW IN FORCE OR MAY HEREAFTER BECOME LAWS.

Section 15. Notices. Any notice, demand, request or other communication which is made hereunder shall be in writing and sufficient if (i) delivered by personal service, (ii) mailed by first class registered or certified United States mail, postage prepaid, return receipt requested, or (iii) delivered by overnight express United States mail or by a nationally recognized overnight courier service, to the address set forth in the first paragraph of this Mortgage or such other address which either party may provide to the other in writing. The date of receipt of any such notice shall be deemed to be, and shall be effective from: (i) the date of actual delivery of such notice if personal service is used; (ii) receipt, refusal to accept or return to sender due to impossibility of delivery if first class registered or certified United States mail is used; or (iii) one (1) day after the same is deposited in the United States mail if overnight express United States mail is used and one day after the same is delivered to an overnight courier service if such overnight courier service is used.

Section 16. Construction. This Mortgage shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

Section 17. Sealed Instrument. This Mortgage shall take effect as a sealed instrument.

Section 17. Sealed Instrument. This Mortgage shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 22nd day of the month of January, 2010.

WITNESS:

Prime Tanning Co., Inc.

Franklin E.W. Staley
Its: Chairman of the Board of Directors

STATE OF Michigan
_____, SS

Before me, on this 22th day of January, 2010, personally appeared Franklin E.W. Staley, the Chairman of the Board of Directors of Prime Tanning Co., Inc., and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me,

Notary Public/Attorney at Law
Printed Name: Patricia Hone
My commission Expires: 9-6-2011

Seal

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

EXHIBIT A

PARCEL I: 20 SULLIVAN STREET (Map U-4, Lot 146) SUBJECT

A certain lot or parcel of land bounded by Wilson Street, School Street (Route 9), Berwick Street and Sullivan Street, in the Town of Berwick, County of York, State of Maine, said lot or parcel of land is depicted on a plan entitled "ALTA/ACSM Land Title Survey Prime Tanning Co., Inc., 20, 34 & 35 Sullivan Street, Berwick, York County, Maine", Sheet No. 1 of 2, dated February 27, 2007, revised to September 7, 2007, by Civil Consultants, said lot or parcel of land being more particularly bounded and described as follows:

Beginning at Point C, an existing 1-inch diameter iron pipe, flush with grade on the southerly sideline of Wilson Street at its intersection with the easterly sideline of Sullivan Street, said iron pipe having Maine State Plane NAD83, West Zone grid Coordinates of North – 159,389.6854 and East 2,766,851.2325;

Thence S 71° 30' 24" E, along the southerly sideline of said Wilson Street, a distance of five hundred thirty three and forty-one hundredths (533.41) feet to a 5/8 inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, at land now or formerly of Prime Tanning Co., Inc. as described in a deed recorded at the York County Registry of Deeds in Book 3315, Page 241;

Thence S 19° 56' 00" W, along land of said Prime Tanning Co., Inc., a distance of one hundred four and thirty hundredths (104.30) feet to an existing 2-inch diameter iron pipe, 1-inch above grade;

Thence S 70° 50' 38" E, along land of said Prime Tanning Co., Inc. a distance of eight and seventy-four hundredths (8.74) feet to an existing 2.2-inch diameter iron pipe, 10-inches above grade;

Thence S 72° 04' 07" E, along land of said Prime Tanning Co., Inc., as described in a deed recorded at the York County Registry of Deeds in Book 2140, Page 389, a distance of sixty four and twelve hundredths (64.12) feet to an existing 4-inch square granite bound, 2-inches above grade, at land now or formerly of Prime Tanning Co., Inc. as described in a deed recorded at the York County Registry of Deeds in Book 5645, Page 307;

Thence S 36° 37' 06" W, along land of said Prime Tanning Co., Inc., a distance of fifty two and eighty-five hundredths (52.85) feet to an existing 1-inch diameter iron pipe, said iron pipe being displaced 0.61 feet from corner;

Thence S 36° 35' 06" W, along land of said Prime Tanning Co., Inc. as described in a deed recorded at the York County Registry of Deeds in Book 4694, Page 246, a distance of forty five and no hundredths (45.00) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set;

Thence S 53° 13' 14" E along land of said Prime Tanning Co., Inc. , a distance of one hundred twenty and fifty-eight hundredths (120.58) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, on the westerly sideline of School Street (Route 9), said rebar having Maine State Plane NAD83, West Zone grid coordinates of North – 158,949.0858 and East – 2,767,429.0350;

Thence S 36° 20' 07" W, along the westerly sideline of said School Street (Route 9), a distance of one hundred thirty two and two hundredths (132.02) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, from which an existing 2-inch diameter iron pipe, disturbed, bears S 34° 57' W, 0.95 feet, at land now or formerly of the Berwick Sewer District and The Municipality of Berwick, as described in deeds recorded in the York County Registry of Deeds in Book 2025, Page 553, Book 2078, Page 873 and Book 2066, Page 397;

Thence N 53° 28' 54" W, along land of the Berwick Sewer District and The Municipality of Berwick, a distance of eighty one and ninety-nine hundredths (81.99) feet to a point;

Thence N 36° 31' 06" E, along land of the Berwick Sewer District and The Municipality of Berwick, a distance of ten and no hundredths (10.00) feet to a point;

Thence N 53° 28' 54" W, along land of the Berwick Sewer District and The Municipality of Berwick, a distance of sixty and no hundredths (60.00) feet to a point;

Thence S 36° 31' 06" W, along land of the Berwick Sewer District and The Municipality of Berwick, a distance of one hundred thirty five and no hundredths (135.00) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set;

Thence S 53° 28' 54" E, along land of the Berwick Sewer District and The Municipality of Berwick, a distance of one hundred forty two and thirty-nine hundredths (142.39) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, on the westerly sideline of School Street (State Route 9);

Thence S 36° 20' 07" W, along the westerly sideline of said School Street (Route 9), a distance of forty nine and thirty-two hundredths (49.32) feet to an existing 1-inch diameter iron pipe, flush with grade;

Thence S 35° 49' 12" W, along the westerly sideline of said School Street (Route 9), a distance of one hundred twenty seven and seventy-nine hundredths (127.79) feet to a point on a building face;

Thence S 22° 29' 49" W, along the westerly sideline of said School Street (Route 9), near the face of a building, a distance of sixty and eighty-seven hundredths (60.87) feet to an existing railroad spike;

Thence along the westerly sideline of said School Street (Route 9) following a non-tangent curve concave to the east, defined by the following curve elements (radius of 1167.92 feet; arc length of 42.21 feet; central angle of 2° 04' 14" and chord which bears S 26° 11' 49" W, forty two and twenty hundredths (42.20) feet long) to an existing 6-inch square granite bound;

Thence S 25° 09' 42" W, along the westerly sideline of said School Street (Route 9), a distance of twenty two and eighty-nine hundredths (22.89) feet to a 5/8-inch diameter

rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set;

Thence S 55° 14' 25" W, along the westerly sideline of said School Street (Route 9), a distance of fifty and fifty-nine hundredths (50.59) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set on the northerly sideline of Berwick Street;

Thence N 83° 29' 01" W, along the northerly sideline of said Berwick Street, a distance of fifty and two hundredths (50.02) feet to Point A, an existing railroad rail, said railroad rail having Maine State Plane NAD83, West Zone grid coordinates of North - 158,460.6902 and East -- 2,767.029.8226;

Thence N 03° 17' 11" E, along Back Street, as described in a deed recorded at the York County Registry of Deeds in Book 271, Page 326, a distance of seventy nine and sixty-eight hundredths (79.68) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set;

Thence N 18° 49' 49" W, along said Back Street, a distance of seventy seven and fifty-seven hundredths (77.57) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set;

Thence N 20° 44' 39" W, along said Back Street, a distance of ninety two and twenty-seven hundredths (92.27) feet to a point;

Thence S 71° 48' 01" W, along said Back Street or land of owners unknown, a distance of eighty three and ninety-seven hundredths (83.97) feet to a point on the easterly sideline of Sullivan Street;

Thence N 20° 09' 04" W, along the easterly sideline of said Sullivan Street, a distance of one hundred eleven and six hundredths (111.06) feet to a point;

Thence N 19° 05' 49" W, along the easterly sideline of said Sullivan Street, a distance of eighty eight and ninety-four hundredths (88.94) feet to an point;

Thence N 17° 50' 49" W, along the easterly sideline of said Sullivan Street, a distance of thirty nine and sixty-three hundredths (39.63) feet to a point;

Thence N 16° 09' 04" W, along the easterly sideline of said Sullivan Street, a distance of forty nine and ten hundredths (49.10) feet to a point;

Thence N 15° 13' 09" W, along the easterly sideline of said Sullivan Street, a distance of forty seven and seventy-four hundredths (47.74) feet to Point B, an existing 2-inch diameter iron pipe, 2-inches above grade;

Thence N 10° 31' 09" W, along the easterly sideline of said Sullivan Street, a distance of sixty two and forty-four hundredths (62.44) feet to a point;

Thence N 04° 18' 01" E, along the easterly sideline of said Sullivan Street, a distance of forty eight and ninety-five hundredths (48.95) feet to a point;

Thence N 09° 19' 36" E, along the easterly sideline of said Sullivan Street, a distance of eighty five and three hundredths (85.03) feet to a point;

Thence N 14° 55' 03" E, along the easterly sideline of said Sullivan Street, a distance of two hundred nine and sixty-seven hundredths (209.67) feet to the Point of Beginning.

The above described lot or parcel of land contains 343,847 square feet.
Bearings contained herein are based on Grid North Maine State Plane Coordinate System NAD83, West Zone; distances are horizontal grid distances.

LESS AND EXCEPT:

A 15' strip of land abutting to the southwest the 25 School Street, Berwick, Maine (Map U-4, Lot 149) property formerly owned by Prime Tanning Co., Inc., now owned by Jessica Taylor, bounded and described as follows, to wit:

BEGINNING on the Northerly side of School Street at the Southwesterly corner of land now or formerly of Prime Tanning Co., Inc.;

Thence running Northwesterly by said Prime's land 121'

Thence Southwesterly and parallel with said School Street 15';

Thence Southwesterly and parallel with said Prime's land 121' to said School Street;

Thence Northerly by said School Street 15' to the Point of Beginning.

PARCEL II: 34 SULLIVAN STREET (Map U-4, Lot 133)

A certain lot or parcel of land bounded by Wilson Street and Sullivan Street, in the Town of Berwick, County of York, State of Maine, said lot or parcel of land is depicted on a plan entitled "ALTA/ACSM Land Title Survey Prime Tanning Co., Inc., 20, 34 & 35 Sullivan Street, Berwick, York County, Maine", Sheet No. 2 of 2 dated February 27, 2007, revised to September 7, 2007, by Civil Consultants, said lot or parcel of land being more particularly bounded and described as follows:

Beginning at an existing 1-inch diameter iron pipe, 3-inches above grade on the easterly sideline of Sullivan Street, said iron pipe also being the northwesterly corner of the herein-described lot or parcel of land, at land now or formerly of Frank A. and Martha M. LaPierre, as described in a deed recorded at the York County Registry of Deeds in Book 10218, Page 72, said iron pipe having Maine State Plane NAD83, West Zone grid coordinates of North – 159,668.2299 and East – 2,766,924.7944;

Thence S 73° 45' 20" E, along land now or formerly of said LaPierre, a distance of one hundred three and seventy-one hundredths (103.71) feet to an existing 1.1-inch diameter iron pipe, 5-inches above grade;

Thence N 27° 18' 19" E, along land of said LaPierre, a distance of seventy three and five hundredths (73.05) feet to an existing 1.1-inch diameter iron pipe, 15-inches above grade, at land now or formerly of Cheryl Strong, as described in a deed recorded at the York County Registry of Deeds in Book 14800, Page 819;

Thence N 39° 17' 56" E, along land now or formerly of said Strong, a distance of seventy nine and sixty hundredths (79.60) feet to an existing 3/4-inch diameter iron rod, 12-inches above grade;

Thence N 33° 58' 31" E, along land now or formerly of said Strong, a distance of fifty and one hundredths (50.01) feet to an existing 1-inch diameter iron pipe, 2-feet above grade, at land now or formerly of Frederick S. and Roberta H. Goodrich, as described in a deed recorded at the York County Registry of Deeds in Book 13070, Pages 62 and 65;

Thence N 33° 49' 42" E, along land now or formerly of said Goodrich, a distance of one hundred eighty five and ninety-five hundredths (185.95) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, at land now or formerly of The Town of Berwick, as described in a deed recorded at the York County Registry of Deeds in Book 1152, Page 465;

Thence S 53° 21' 48" E, along land now or formerly of said Town of Berwick, a distance of one hundred forty two and no hundredths (142.00) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, at land now or formerly of The Town of Berwick, as described in a deed recorded at the York County Registry of Deeds in Book 1130, Page 243;

Thence S 35° 37' 44" W, along land now or formerly of said Town of Berwick, a distance of one hundred seventeen and seventy-five hundredths (117.75) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, from which an existing ¾-inch diameter iron rod, 4-inches above grade bears N 21° 28' E, 22.03 feet;

Thence S 22° 22' 44" W, along land now or formerly of said Town of Berwick, a distance of four hundred sixty and no hundredths (460.00) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, on the northerly sideline of Wilson Street;

Thence N 71° 30' 24" W, along the northerly sideline of said Wilson Street, a distance of two hundred fifty eight and sixty-five hundredths (258.65) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, on the easterly sideline of said Sullivan Street, said rebar having Maine State Plane NAD83, West Zone grid coordinates of North – 159,437.9107 and East – 2,766,864.6787;

Thence N 14° 37' 42" E, along the easterly sideline of said Sullivan Street, a distance of two hundred thirty eight and four hundredths (238.04) feet to the Point of Beginning.

The above described lot or parcel of land contains 122,389 square feet.
Bearings contained herein are based on Grid North Maine State Plane Coordinate System NAD83, West Zone; distances are horizontal grid distances.

PARCEL III: 35 SULLIVAN STREET (Map U-4, Lot 130)

A certain lot or parcel of land bounded by Goodwin Street, Sullivan Street, and Jordan Street, in the Town of Berwick, County of York, State of Maine, said lot or parcel of land is depicted on a plan entitled "ALTA/ACSM Land Title Survey Prime Tanning Co., Inc., 20, 34 & 35 Sullivan Street, Berwick, York County, Maine", Sheet No. 2 of 2, dated February 27, 2007, revised to September 7, 2007, by Civil Consultants, said lot or parcel of land being more particularly bounded and described as follows:

Beginning at an existing 1-inch diameter iron pipe, below grade on the southerly sideline of Goodwin Street, at land now or formerly of Frank E. & Warren V. Stone, as described

in a deed recorded at the York County Registry of Deeds in Book 780, Page 546, said iron pipe also being the northwesterly corner of the herein-described lot or parcel of land;

Thence S 75° 41' 13" E, along the southerly sideline of said Goodwin Street, a distance of one hundred twenty one and forty-one hundredths (121.41) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, at the intersection with the westerly sideline of Sullivan Street, said rebar having Maine State Plane NAD83, West Zone grid coordinates of North - 159,686.0044 and East – 2,766,878.2754;

Thence S 14° 37' 42" W, along the westerly sideline of said Sullivan Street, a distance of two hundred forty five and ten hundredths (245.10) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, at the intersection with the northerly sideline of Jordan Street;

Thence N 71° 56' 18" W, along the northerly sideline of said Jordan Street, a distance of one hundred twenty three and thirty-four hundredths (123.34) feet to a 5/8-inch diameter rebar with plastic identification cap inscribed "CIVIL CONSULT PLS1302LLS792" to be set, said rebar having Maine State Plane NAD83, West Zone grid coordinates of North - 159,487.0925 and East – 2,766,699.1110, at land now or formerly of Allan Pechner, Jr., as described in a deed recorded at the York County Registry of Deeds in Book 12967, Page 20;

Thence N 15° 02' 37" E, along land of said Pechner, Jr., and land of said Stone, a distance of two hundred thirty seven and five hundredths (237.05) feet to the Point of Beginning.

The above described lot or parcel of land contains 29,477 square feet.
Bearings contained herein are based on Grid North Maine State Plane Coordinate System NAD83, West Zone; distances are horizontal grid distances.

PARCEL IV: 29 SULLVAN STREET (Map U-4, Lot 95)

A certain lot or parcel of land situate on the Southerly side of Jordan Street in Berwick, County of York and State of Maine, bounded and described as follows:

Beginning at land now or formerly of Charles E. Robinson, on Jordan Street and running thence Easterly by said Jordan Street to Sullivan Street;

Thence southerly by said Sullivan Street to the Babb Place, so called, now or formerly owned by Daniel H. Andrews;

Thence Westerly by said Andrews land to C. H. Robinson's land;

Thence Northerly by said Robinson land to the point begun at;

Being a tract or parcel of land 100 feet on Sullivan Street and 97 1/2 feet on Jordan Street in said Berwick.

RESIDENTIAL AND OTHER PARCELS:

PARCEL V: 27 SCHOOL STREET (Map U-4, Lot 150)

A certain lot or parcel of land, with the buildings thereon, situate on the Northwesterly side of School Street, in said Berwick, in said County of York, and bounded and described as follows, viz:

Beginning at an iron hub on said Street at the Southeasterly corner of land of Manuel King, and

Thence running North 8° 26' 30" West, by and on line of said King land one hundred twenty-one (121) feet to a stone monument at the Northeasterly corner of said King land;

Thence running South 51° 36' 18" West, by and on line of said King land and by and on line of land of Germaine Nolette ninety and forty-seven one-hundredths (90.47) feet to a stone monument at the Northwesterly corner of said Nolette land;

Thence running North 40° 11' 30" West, by a proposed road one hundred ten and one-tenth (110.1) feet to an iron hub at land of Prime Tanning Co., Inc.;

Thence running North 33° 10' 14" East, by and on line of said Prime Tanning Co., Inc., land one hundred and five (105) feet to an iron hub;

Thence running South 56° 40' East, by and on line of said Edward Stillings, land of Merton Burrell and land of one Carpenter one hundred fifty-one and seven-tenths (151.7) feet to a stone monument;

Thence running North 51° 33' 30" East, by and on said Carpenter land forty (40) feet to a stone monument;

Thence running South 38° 26' 30" East, by and on line of land of one Foss and land of the Methodist Church one hundred and twenty-one (121) feet to said School Street; and

Thence running South 51° 33' 30" West, by and on said Street ninety-three (93) feet to the point begun at.

Excepting and reserving from the above described premises those portions previously conveyed to Prime Tanning Co., Inc. and more particularly described at Book 1739, Page 438 and Book 2039, Page 797, York County Registry of Deeds.

Meaning and intending to convey the remaining premises conveyed to Irving R. Edmonds and Beth C. Edmonds as joint tenants by Warranty Deed of Beth C. Edmonds, said deed being dated February 27, 1963 and recorded in the York County Registry of Deeds at Book 1561, Pages 241 and 242.

End of Document

(2) 27 Pg 2 DRUMMOND WOODSUM

Doc# 2010027775
Bk 15894 Pg 704 - 707
Received York SS
07/09/2010 12:14PM
Debra L. Anderson
Register of Deeds

AMENDMENT TO MORTGAGE

THIS AMENDMENT, made this 3rd day of June, 2010, between **Prime Tanning Co., Inc.**, a Maine corporation, with a mailing address of P.O. Box 400, Hartland, Maine 04943 ("Grantor") and **The Fund of Jupiter, LLC**, a Florida limited liability company, having a mailing address of 1061 E. Indiantown Road, Suite 104, Jupiter, Florida 33477 (the "Grantee").

RECITALS

WHEREAS, on January 22, 2010, Irving Tanning Company ("Borrower") executed and delivered a Promissory Note to Grantee evidencing a debt in the outstanding principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the "Note") recorded in the York County Registry of Deeds in Book 15824, Page 230 (hereinafter referred to as the "Mortgage"); and

WHEREAS, the Note was guaranteed by a Guaranty from Grantor to Grantee dated January 22, 2010, said Guaranty was secured by a Mortgage, Security Agreement, Lease Assignment and Financing Statement dated January 22, 2010 on property situated in Berwick Maine; and

WHEREAS, Grantee has loaned an additional Five Hundred Thousand Dollars ($500,000.00) (the "New Loan") to the Borrower on near or even date herewith and Grantor has guaranteed the New Loan pursuant to a Guaranty dated June 3, 2010.

WHEREAS, Borrower, Grantor and Grantee desire to amend the Mortgage to secure the New Loan.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, Grantor and Grantee hereby agree that the Mortgage shall be amended as follows:

1. The Mortgage shall be amended to secure Grantor's Guaranty of the New Loan in the amount of Five Hundred Thousand Dollars ($500,000.00).

2. Except as specifically modified by the terms of this Amendment, all other terms of the Mortgage remain in full force and effect.

3. Except as expressly modified hereby, nothing contained in this instrument shall in any way impair the indebtedness evidenced by the First Note and the Second Note or the security therefore provided by this Amendment.

4. Neither this Amendment to Mortgage nor the Mortgage may be amended or terminated other than by an instrument in writing executed by the parties hereto. The covenants contained herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

5. This instrument shall be construed under the laws of the State of Maine.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

WITNESSETH:

GRANTOR:
Prime Tanning Co, Inc.

By: _____
Paul Larochelle
Its President

STATE OF MAINE
_____, ss.

6/7, 2010

Personally appeared before me Paul Larochelle, the President, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said company.

Before me:
Linda Milligan
Notary Public/Attorney at Law

Printed Name: Linda Milligan

My Commission Expires: 2/22/17

Seal

GRANTEE:
The Fund of Jupiter, LLC

_____

By: _____
Mark W. Kehaya
Its Manager

STATE OF _____

_____, ss. _____, 2010

Personally appeared before me Paul Larochelle, the President, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

_____

Notary Public/Attorney at Law

Printed Name: _____

My Commission Expires: _____

GRANTEE:
The Fund of Jupiter, LLC

_____

By: _____
Name: Mark W. Kehaya
Its: Manager

4 pgs → Drummond Woodsum
84 Marginal Way Ste 600
PTLD, Me 04101-2480

End of Document

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

In re:	
IRVING TANNING COMPANY,	**Chapter 11**
PRIME TANNING CO., INC.,	**Case No. 10-11757-LHK**
PRIME TANNING CORP.,	**(Jointly Administered)**
CUDAHY TANNING COMPANY, INC.,	
WISMO CHEMICAL CORP.,	
PRIME TANNING COMPANY, INC.,	
Debtors.	

ORDER GRANTING PRIME TANNING CO., INC.'S MOTION FOR AN ORDER APPROVING THE SALE OF CERTAIN REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES

Upon consideration of Prime Tanning Co., Inc.'s ("Prime Maine" or "Debtor") Motion for an Order Approving the Sale of Certain Real Property Free and Clear of All Liens, Claims and Encumbrances [Docket No. 471] (the "Motion") pursuant to a certain Asset Purchase Agreement (the "APA"), and due notice of the Motion and relief sought therein having been given to all parties entitled thereto as evidenced by the certificates of service filed with the Bankruptcy Court; in consideration of the representations made in the Motion, various provisions contained in this Order, upon the record of such hearing as was necessary and the proffers of testimony and other evidence and arguments of counsel, if any, offered at such hearing; and good and sufficient cause appearing therefor;[1]

[1] Capitalized terms in this Order shall have the meaning ascribed to them in the APA and the Motion unless otherwise defined herein.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, made applicable to this proceeding pursuant to Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 7052, 9014 and 9019. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Bankruptcy Court has jurisdiction and authority to hear and determine the Motion and grant the relief herein pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(A) and (N). Venue of this case in this district is proper under 28 U.S.C. § 1409. The statutory predicates for the relief granted herein are sections 105 and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004 and 9019 Local Bankruptcy Rule 6004-1 and 9019-1.

C. The Debtor has followed the procedures for giving notice of the Motion. Proper, timely and adequate notice of the Motion has been provided in accordance with Section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014 and 9019-1, and no other or further notice of the Motion, the hearing or the entry of this Order is required.

D. A reasonable opportunity to object or be heard regarding the relief granted herein has been afforded to all interested persons and entities as outlined in the Motion.

E. On November 16, 2010 (the "Petition Date"), Prime Maine, along with Irving Tanning Company ("Irving") and Prime Tanning Corp. ("Prime Missouri"), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"). On December 30, 2010, Cudahy Tanning Company, Inc., Prime Tanning Company, Inc., and Wismo Chemical Corp. (collectively, with Irving, Prime

Maine and Prime Missouri, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Pursuant to orders entered by this Court on November 22, 2010 and January 7, 2011, respectively, the Debtors' bankruptcy cases are jointly administered.

F. The Debtors continue to administer their estates as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed. An Official Committee of Unsecured Creditors was appointed by the United States Trustee on December 13, 2010.

G. Prime Maine owns certain commercial and residential property in Berwick, Maine, together with all improvements and fixtures thereon (as more fully set forth in the APA), located at:

(i) 35 Sullivan Street, Berwick, Maine;

(ii) 29 Sullivan Street, Berwick, Maine;

(iii) 34 Sullivan Street, Berwick, Maine;

(iv) 20 Sullivan Street, Berwick, Maine; and

(v) 27 School Street, Berwick, Maine

(collectively, the "Purchased Property"). The Purchased Property consists of all of the Debtor's real property located in Berwick, Maine, and includes the Debtor's former tannery facilities as well as a residential property located at 27 School Street (the "Duplex").

H. Pursuant to certain pre-petition transactions between Irving Acquisition, Inc. ("Irving") and The Fund of Jupiter, LLC ("Jupiter"), Irving borrowed, in the aggregate, approximately $4.3 million from Jupiter. Prime Maine guaranteed Irving's obligations to Jupiter, which guaranty is secured by a first priority mortgage on the Purchased Property.

I. Post-petition, the Debtors negotiated a compromise with Jupiter, Irving, and Meriturn Partners, LLC ("Meriturn") (the "Jupiter-Meriturn Settlement"). Pursuant to the Jupiter-Meriturn Settlement, the Debtors and Jupiter agreed, *inter alia*, that Prime Maine and Jupiter would enter into an asset purchase agreement under which Jupiter or its designee would purchase the Purchased Property for a credit bid in the amount of $750,000, minus the amount of all liens on the Purchased Property that are not removed prior to or in connection with the transfer of the Purchased Property to Jupiter (the "Purchase Price"). The Jupiter-Meriturn Settlement was approved pursuant to an order entered by this Court on September 22, 2011 [Docket No. 383].

J. The Debtor has demonstrated a sufficient basis to approve the sale of the Purchased Property to Jupiter in the amount of the Purchase Price under Section 105 and 363 the Bankruptcy Code, and such actions are appropriate exercises of the Debtor's business judgment and are in the best interests of the estate.

L. The Debtor has conducted due diligence regarding the wisdom of entering into the sale, including, but not limited to, the extensive marketing efforts for the Duplex described in the Motion, and has concluded that the relief requested in the Motion is in the best interest of the Debtors' estate and creditors of the estate and that an auction is unlikely to produce a higher or better offer for the Purchased Property.

M. No consents or approvals other than those provided for in the APA are required for the Debtor to consummate the sale.

N. The Debtor has full power and authority to execute the APA and all other documents contemplated thereby.

O. The reasonableness of the terms of the sale makes approval thereof and the immediate consummation of the transactions contemplated in the APA at this time in the best interests of the Debtors, its creditors, its estate, and other parties-in-interest.

P. The Debtor has demonstrated good and sufficient business justification for the sale of the Purchased Property pursuant to section 363(b) of the Bankruptcy Code outside of a plan of reorganization in that, among other things:

(i) A sale pursuant to section 363(b) of the Bankruptcy Code has produced a greater return to creditors in the Debtors' case than the likely return under any other scenario; and

(ii) The sale of the Purchased Property pursuant to the APA at this time will result in the highest possible sale price.

Q. The Buyer is hereby found to be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the APA. The transfers of the Purchased Property pursuant to the APA (i) are legal, valid and effective transfers of property of the Debtor's estate to the Buyer, and (ii) vest the Buyer with all right, title, and interest of the Debtor in and to the Purchased Property free and clear of all liens, claims, charges and encumbrances of any kind (except as set forth in the APA).

R. The terms and conditions of the sale of the Purchased Property to the Buyer *via* a credit bid and pursuant to the terms of the APA are fair and reasonable. The sale of the Purchased Property to Jupiter via a credit bid represents the highest or best offer for the Purchased Property.

S. The APA was proposed, negotiated, and entered into by the parties without collusion, in good faith, and from arm's length bargaining positions, and no attempt has been

made to create insurance coverage where none would have existed. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code.

T. The sale of the Purchased Property to the Buyer *via* a credit bid and pursuant to the terms of the APA must be approved and consummated promptly to maximize the value of the Purchased Property for the benefit of all parties in interest.

U. The Buyer would not have entered into the APA and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Purchased Property to the Buyer were not free and clear of all liens, claims, charges and encumbrances of any kind (except as set forth in the APA), or if the Buyer would, or in the future could, be liable for any such liens, claims, charges and encumbrances (except as set forth in the APA).

V. The Debtor may sell the Purchased Property free and clear of all such liens, claims, charges, and encumbrances or other interests (except as set forth in the APA) because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those non-debtor parties with such liens, claims (as such term is defined in the Bankruptcy Code), charges, and encumbrances or other interests in, on or against the Purchased Property who did not object, or who withdrew their objections, to the sale or the Motion are deemed to have consented pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code.

W. The transfers contemplated by the APA do not and shall not subject Jupiter or the Buyer to any liability for any claims against the Debtors by reason of such transfers under the

laws of the United States, any state, territory or possession thereof, including, but not limited to, claims relating to the operation of the Debtor's businesses at the Purchased Property.

X. The sale of the Purchased Property is exempt from any taxes, including, without limitation, any sales, recording, or other transfer taxes or fees otherwise applicable, pursuant to the Bankruptcy Code or other applicable law.

Now therefore, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

General Provisions

1. The Motion is **GRANTED**, as further described herein.

2. All objections to the Motion have been resolved, withdrawn or overruled.

Approval of the Asset Purchase Agreement

3. The APA and all of the terms and conditions thereof, are hereby approved.

4. The sale to the Buyer is approved pursuant to sections 105, 363, and 1146(a) of the Bankruptcy Code, and the Debtor and the Buyer is directed and authorized to immediately take such actions as are necessary to consummate and implement the APA.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is hereby authorized and empowered to consummate and implement the APA, together with such additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to Jupiter's possession, any or all of the Purchased Property, or as may be necessary or appropriate to the performance of the obligations contemplated by the APA.

Transfer of Purchased Property

6. The Debtor is authorized to sell the Purchased Property to the Buyer *via* credit bid in the amount of the Purchase Price.

7. Pursuant to and to the fullest extent allowable under section 363(f) of the Bankruptcy Code, the Purchased Property shall be transferred to the Buyer free and clear of all liens, claims, encumbrances or other interests, whether arising prior to or subsequent to the commencement of the Debtors' chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise, other than liens in favor of the Town of Berwick for real estate taxes and to the Berwick Sewer District for sewer assessments (the "Surviving Liens").

8. All persons or entities holding liens, claims, encumbrances or other interests of any kind and nature with respect to the Purchased Property (other than the Surviving Liens) are hereby barred from asserting such liens, claims, encumbrances or other interests against the Buyer or Jupiter, their successors or assigns, or the Purchased Property.

10. The transfer of the Purchased Property to the Buyer pursuant to the APA constitutes a legal, valid, and effective transfer of the Purchased Property, and shall vest the Buyer with all rights, title, and interests of the Debtor in and to the Purchased Property free and clear of all liens, claims, encumbrances or other interests of any kind or nature whatsoever, with the exception of the Surviving Liens.

Additional Provisions

11. Neither the Buyer nor Jupiter shall have liability or responsibility for any liabilities or other obligations of the Debtors arising under or related to the Purchased Property. In addition to and without limiting the generality of the foregoing, neither the Buyer nor Jupiter shall be liable for (including without limitation joint or several liability): (a) any fixed, unliquidated or contingent Claims (as that term is defined by the Bankruptcy Code) against the Debtors or any of its predecessors or affiliates, whether based upon successor or vicarious liability or otherwise, and whether any of such items are known or unknown as of the time of

consummation of the sale of the Purchased Property; (b) any violation or alleged violation of any environmental laws or regulations by the Debtors or arising from or relating to the Purchased Property prior to its acquisition; (c) any disposal, spill or release of hazardous materials or pollutants by the Debtors or arising from or related to the Purchased Property prior to its acquisition, or (d) liabilities under any pension, ERISA, tax, employment, labor, employment or antidiscrimination laws or regulations, any products liability law, or any other liability related to the Debtor or the Purchased Property.

12. On and after the date of the consummation of the sale of the Purchased Property, any person (other than the Town of Berwick and the Berwick Sewer District, in relation to the Surviving Liens) asserting a lien on any of the Purchased Property is ordered and directed to execute such documents and take all other actions as may be necessary to release its liens on or against the Purchased Property, as such liens may have been recorded or otherwise exist; provided that the failure of any such lien holder to comply with the provisions of this Paragraph 12 shall in no way limit the release, discharge and termination of any such lien against the Purchased Property as otherwise provided by this Order.

13. If any person or entity (other than the Town of Berwick and the Berwick Sewer District, in relation to the Surviving Liens) that has filed financing statements, mortgages, mechanics' liens, *lis pendens*, or other documents or agreements evidencing liens, claims, encumbrances or other interests of record against or in the Purchased Property shall not have delivered to the Debtor or the Buyer prior to the consummation of the sale of the Purchased Property, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all liens and other interests that the person has with respect to the Purchased Property, then, subject to the occurrence of the consummation

of the sale, (a) each of the Debtors and the Buyer is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Property, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances or other interests against or in the Purchased Property except for the Surviving Liens.

14. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and provisions of the APA and the provisions of this Order.

15. As to the APA and the Purchased Property transferred thereby, this Order (a) is and shall be effective as a determination that, upon consummation of the sale pursuant to the APA, all liens, claims, encumbrances and other interests existing as to the Purchased Property prior to the sale thereof (other than the Surviving Liens) have been unconditionally released and discharged and (b) is and shall be binding upon and govern the acts of all persons or entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, taxing authorities, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, governmental entities, secretaries of state, federal, state, and local officials, and all other persons or entities who may be required by operation of law or contract, to accept, file, register or otherwise record or release any documents or instruments.

16. All persons or entities who are presently, or on the date the sale pursuant to the APA is consummated, may be, in possession of some or all of the Purchased Property are hereby

directed to surrender possession of the Purchased Property to the Buyer on the date the sale pursuant to the APA is consummated.

17. Article 6 of the Uniform Commercial Code governing Bulk Sale Transfers is not applicable to the sale of the Purchased Property to the Buyer.

18. The Bankruptcy Court retains jurisdiction to: (a) enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith; (b) compel delivery of the Purchased Property to the Buyer; (c) compel specific performance of the Debtor's obligations under the APA; (d) resolve any disputes arising under or related to the APA, except as otherwise provided herein; and (e) interpret, implement and enforce the provisions of this Order.

19. Nothing contained in any plan of reorganization or liquidation confirmed in the Bankruptcy Case or the order of confirmation confirming such plan shall conflict with or contradict the provisions of the APA or this Order.

20. The Buyer is deemed a buyer in good faith of the Purchased Assets and thus entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

21. The terms and provisions of the APA, together with the terms and provisions of this Order, shall be binding in all respects upon, and shall inure to the benefit of the Debtors, the Debtors' estates and the Buyer and its affiliates, successors and assigns, and any affected third parties and persons or entities asserting a lien, claim, encumbrance or other interest against the Debtors' estate or any of the Purchased Property to be sold to the Buyer pursuant to the APA.

22. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the efficacy of such provision.

23. The Debtor and the Buyer are hereby authorized and directed to immediately take all actions reasonable and necessary to effectuate the terms of the APA, the transactions contemplated thereunder and the provisions of this Order, all without the necessity of any further order of the Bankruptcy Court and the stay imposed by Federal Rule of Bankruptcy Procedure 6004(g) shall be inapplicable to this Order.

24. Any appeal seeking to enjoin or stay consummation of the proposed transaction ("Appeal") shall be subject to the appellant depositing or posting a bond in an amount equal to the then aggregate monetary value of the transactions contemplated under the APA, and applicable damages, pending the outcome of the Appeal.

DATED: January 19, 2012

Louis H Kornreich

Honorable Louis H. Kornreich
United States Bankruptcy Judge

CIVIL CONSULTANTS

14165

ACCOUNT NO.			VENDOR Pay To Town of Berwick		CHECK NO. 14165	CHECK DATE 9/10/2014	
VOUCHER	INVOICE NUMBER	INV. DATE	REFERENCE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
	Invoice No.	**Invoice Date**		**Invoice Amount**	**Amount Paid**	**Discount**	**Apply**
	09142014	09/10/2014	REVIEW FEE MAP U-4, LOT 146	2,800.00	0.00	0.00	2,800.00
						CHECK TOTAL	

14165

CIVIL CONSULTANTS
P.O. BOX 100
SOUTH BERWICK, MAINE 03908
(207) 384-2550

KENNEBUNK SAVINGS BANK
52-7450/2112

CHECK NO.	CHECK DATE	VENDOR NO.
14165	9/10/2014	

PAY Two Thousand Eight Hundred and 00/100 Dollars

CHECK AMOUNT $2,800.00

TO THE ORDER OF
Town of Berwick
11 Sullivan Street
Berwick, ME 03901

Security features. Details on back.

AUTHORIZED SIGNATURE

MP

⑈014165⑈ ⑆211274502⑆ 66 446856⑈

CIVIL CONSULTANTS

14164

ACCOUNT NO.			VENDOR Pay To Town of Berwick		CHECK NO. 14164	CHECK DATE 9/10/2014	
VOUCHER	INVOICE NUMBER	INV. DATE	REFERENCE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
	Invoice No.	**Invoice Date**		**Invoice Amount**	**Amount Paid**	**Discount**	**Apply**
	091014	09/10/2014	Application Fee Map U-4 Lot 146	550.00	0.00	0.00	550.00
						CHECK TOTAL	

CIVIL CONSULTANTS
P.O. BOX 100
SOUTH BERWICK, MAINE 03908
(207) 384-2550

KENNEBUNK SAVINGS BANK
52-7450/2112

14164

CHECK NO.	CHECK DATE	VENDOR NO.
14164	9/10/2014	

PAY Five Hundred Fifty and 00/100 Dollars

CHECK AMOUNT $550.00

TO THE ORDER OF
Town of Berwick
11 Sullivan Street
Berwick, ME 03901

Security features. Details on back.

AUTHORIZED SIGNATURE MP

⑈014164⑈ ⑆211274502⑆ 66 446856⑈