

**QUITCLAIM DEED WITH COVENANT  
KNOW ALL MEN BY THESE PRESENTS**

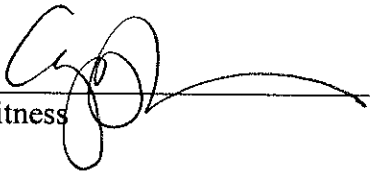
THAT, **CHADBALLS, INC.**, a Maine corporation with a place of business in Freeport, Maine, in consideration of one dollar and other valuable consideration paid, grant to **ANDERSON STREET REALTY, LLC**, a Maine limited liability company, whose mailing address is 299 Forest Avenue, Portland, Maine 04101, with quitclaim covenant the land in the City of Portland, County of Cumberland and State of Maine and more specifically described as:

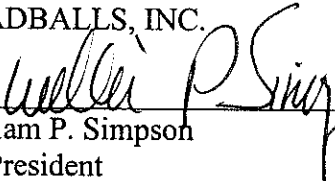
**SEE EXHIBIT A ATTACHED HERETO**

Together with all rights of the Grantor, insofar as the Grantor has any rights to convey, to any land between the land described above and of Sleepy Hollow Development, Inc., which land is identified as "SEE NOTE #1" on Plan for Tewksbury Industries, Inc., dated August, 1994 by Anderson-Livingston Engineers, Inc.

Being the same premises conveyed to the Grantor herein by deed from Bayside Beautification Project, LLC dated August 24, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23077, Page 200. Also a second deed being the same premises conveyed to the Grantor herein by Sleepy Hollow Development, Inc. dated August 25, 2005 and recorded in said Registry of Deeds in Book 23077, Page 198.

IN WITNESS WHEREOF, the said William P. Simpson, President of Chadballs, Inc. has hereunto set his hand this 22 day of December, 2006.


  
\_\_\_\_\_  
Witness

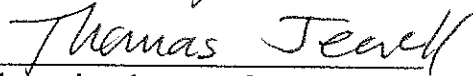
CHADBALLS, INC.  
BY:   
\_\_\_\_\_  
William P. Simpson  
Its: President

STATE OF MAINE  
COUNTY OF CUMBERLAND

December 22, 2006

Then personally appeared the above-named William P. Simpson, President of Chadballs, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney-at-Law

  
\_\_\_\_\_  
Typed or printed name of person  
taking acknowledgment

**EXHIBIT A**

**PARCEL ONE**

A certain lot or parcel of land together with any buildings or improvements thereon, located in Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the westerly side line of Anderson Street in said Portland where a prolongation southeasterly of a line nine (9) feet northeasterly from and running parallel with the center line of a certain railroad track known as Track No. 33, formerly owned by Casco Company, would intersect said westerly side line of said Anderson Street; thence, from said point northerly by the westerly side line of said Anderson Street two hundred forty-eight and thirteen-hundredths (248.13) feet to a point where a straight line at right angles to said center line of said railroad Track No. 33 and one hundred sixty-seven feet (167) feet long would intersect said westerly side line of Anderson Street; thence, northwesterly on a line parallel with and one hundred sixty-seven (167) feet northeasterly from said center line of said railroad Track No. 33, five hundred thirty-seven and twenty-five hundredths (537.25) feet to a point; thence, southwesterly with an included angle of ninety (90) degrees, one hundred fifty-eight (158) feet to a point nine (9) feet northeasterly from the center line of said railroad Track No. 33; thence, southeasterly on a line parallel with and nine (9) feet northeasterly from said center line of said railroad Track No. 33, seven hundred twenty-eight and fifty-seven hundredths (728.57) feet to the point of beginning on the westerly side of said Anderson Street; containing one hundred thousand (100,000) square feet, more or less.

EXCEPTING a small triangle parcel of land in the northwesterly corner of the premises conveyed to Frank B. Gordon by Casco Company in the first paragraph of deed dated March 27, 1940, and recorded in the Cumberland County Registry of Deeds in Book 1601, Page 237, the premises hereby excepted being so much of said premises conveyed to Frank B. Gordon, as aforesaid, as extends northwesterly of the southeasterly line of land conveyed by Industries, Inc., to Portland Terminal Company by deed dated December 4, 1945, and recorded in said Registry of Deeds in Book 1802, Page 432. Reference is made to the deed from Frank B. Gordon to Industries, Inc., dated December 4, 1945, and recorded in said Registry of Deeds in Book 1794, Page 455.

SUBJECT to rights granted to Industries, Inc., its successors and assigns, to construct and maintain an additional spur railroad track across the northwesterly corner of said land of Frank B. Gordon, northwesterly of railroad Track No. 33 as relocated.

**PARCEL TWO**

A certain lot or parcel of land, situated in said City of Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at a point on the westerly side line of Anderson Street where a prolongation southeasterly of a line nine (9) feet northeasterly from and running parallel with center line of a railroad track known as Track No. 33 would intersect said side of Anderson Street, said point of beginning being the southerly corner of land conveyed by Casco Company to Frank B. Gordon by deed dated March 27, 1940, and recorded in the Cumberland County Registry of Deeds, Book 1601, Page 237; thence, southerly by said westerly side of Anderson Street thirty-two and twenty-six hundredths (32.26) feet; thence northwesterly with an included angle of 39° 34" degrees, a distance of seven hundred, twenty-five (725) feet, more or less, to the easterly line of land conveyed by Industries, Inc. to Portland Terminal Company by deed dated December 4, 1945, and recorded in the Cumberland County Registry of Deeds in Book 1802, Page 432; thence, northerly by said land of Portland Terminal Company to the southwesterly line of land conveyed by Casco Company to Frank B. Gordon, as hereinbefore stated; thence, southeasterly by said Gordon land about seven hundred and ten (710) feet to said Anderson Street at the point of beginning.

Together with and including herein the railroad side track located on said lot.

EXCEPTING AND RESERVING, however, the right to locate a spur railroad track across the northwesterly corner of the lot herein conveyed, northwesterly of side track No. 33 as relocated.

Also a certain lot or parcel of land situated in said Portland, bounded and described as follows:

Beginning on said westerly side of Anderson Street at the northeasterly corner of said land conveyed by Casco Company to Frank B. Gordon, as aforesaid; thence, northerly by Anderson Street thirteen and twenty-two hundredths (13.22) feet; thence, northwesterly with an included angle of 39° 34" degrees, five hundred thirty (530) feet, more or less to a point in line with the northwesterly line of the land conveyed by Casco Company to said Gordon, as aforesaid, thence, southwesterly to the most northerly corner of said Gordon land; thence, southeasterly by said Gordon land five hundred thirty-seven and twenty-five hundredths (537.25) feet to said Anderson Street to the point of beginning.

Together with and also conveying the right to maintain said Track No. 33 across a portion of the remaining land of Industries, Inc. situated northwesterly of said Frank B. Gordon's land and connecting with the line of the Portland Terminal Company, to the extent now in force and applicable.

ALSO CONVEYING the right to construct, maintain and operate an additional side track from land of the Portland Terminal Company to land of said Frank B. Gordon across the remaining land of Industries, Inc. situated northwesterly of land of Frank B. Gordon, to the extent now in

force and applicable.

Also conveying a right to maintain a gasoline tank near the northeasterly line of the premises conveyed in the second parcel hereinbefore described, to the extent now in force and applicable.

Parcels One and Two described above are conveyed SUBJECT to the following:

1. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Harcon Iron & Steel Co. by deed dated June 2, 1977, and recorded in said Registry of Deeds in Book 4079, Page 47.
2. Installation of groundwater extraction wells and excavation of soils greater than one (1) foot below the surface is prohibited except with the consent of the State of Maine Department of Environmental Protection, or any successor agency. Nothing herein shall obligate the Grantee herein, or its successors and assigns to obtain the consent of any party other than the Maine Department of Environmental Protection or its successor agency, including without limitation the Grantor herein or its successors or assigns, in order to undertake any of the activities specified in this paragraph.

This conveyance is made together with all the Grantor's right, title and interest in any appurtenant rights which may continue to benefit the above-described premises.

Reference may be had to a deed from Harcon Iron & Steel Co., dated August 27, 2001, and recorded in the Cumberland County Registry of Deeds in Book 16782, Page 251.

This conveyance is also made subject to the following:

1. Rights granted to AK110 LLC by Bayside Beautification Project LLC as set forth in a deed dated May 10, 2002 and recorded in the Cumberland County Registry of Deeds in Book 17622, Page 135, including but not limited to rights for parking, access, rights in an "outdoor circulation easement area", installation of utilities, encroachments and location of a dumpster.
2. Matters shown on the Site Plan and provisions of a Development Agreement, both as referred to in the deed from Bayside Beautification Project LLC to AK110 LLC as set forth in said deed in Book 17622, Page 135.

EXCEPTING from the above-described premises a certain lot or parcel of land together with all buildings and improvements thereon, located on the westerly side of Anderson Street in Portland, County of Cumberland and State of Maine, and being the existing "Warehouse" building at 110 Anderson Street, together with all land between it and the westerly side of Anderson Street, and all other land within 0.5 feet of the face of said Warehouse walls, all as depicted on that plan entitled "Site Plan made for Bayside Beautification Project, LLC by Titcomb Associates dated April 8, 2002 ("Site Plan") to be recorded in the Cumberland County

Registry of Deeds. The real estate herein conveyed being more particularly bounded and described as follows:

Beginning at an iron pin on the westerly side of Anderson Street located 87.37 feet northerly from the most southerly corner of the land described in the deed to Bayside Beautification Project, LLC from Harcon Iron & Steel Co. dated August 27, 2001 and recorded in said Registry of Deeds in Book 16782, Page 251; thence S 48° 54' 37" W 36.73 feet to a point; then N 40° 56' 44" W 99.35 feet to a point; thence N 49° 15' 46" E 37.66 feet to a point; thence N 86° 41' 29" E 5.27 feet to a point; N 03° 18' 31" W 20.60 feet to a point; thence N 86° 41' 29" E 57.67 feet to an iron pin on the westerly side of Anderson Street; thence southerly by the westerly side of Anderson Street 99.72 feet to the point of beginning.

The above described parcel contains 7,335 square feet and is designated on the Site Plan as "Buyer's Property."

Bayside Beautification Project, LLC herein retains the remaining land and appurtenant rights thereto which it acquired from Harcon Iron & Steel Co. by said deed recorded in the Cumberland County Registry of Deeds in Book 16782, Page 251, which it intends to further develop. Bayside Beautification Project, LLC's intent is that the above-described premises conveyed to AK110 LLC will be developed and used by said AK110 LLC in a manner consistent and compatible with Bayside Beautification Project, LLC's development. Accordingly, the above-described premises are conveyed subject to the following easements, covenants and restrictions, all of which shall be considered covenants running with the land for the benefit of the land retained by Bayside Beautification Project, LLC and binding upon Bayside Beautification Project, LLC and AK110 LLC and their respective heirs, successors and assigns.

Reference is hereby made to the Site Plan which depicts the land which Bayside Beautification Project, LLC acquired from Harcon Iron & Steel Co. ("Development Parcel"). The Site Plan shows portions of the Development Parcel as "Buyer's Property" and Seller's Retained Property". Seller's Retained Property is the Development Parcel, less "Buyer's Property," but including "Proximate Parking Area" and "Outdoor Circulation Easement Area." References to other discreet areas listed herein are as depicted on the Site Plan which is incorporated herein.

The respective rights and obligations of Bayside Beautification Project, LLC and AK110 LLC are further specified in that "Development Agreement" of even or near date herewith, as it may be amended from time to time, provided that nothing in said Development Agreement shall in any way materially change the basic rights and responsibilities set forth in this Deed.

1. **Parking.** Buyer's Property shall have the non-exclusive right to park up to twenty-four (24) passenger vehicles or light trucks on Seller's Retained Property in locations to be determined from time-to-time by Bayside Beautification Project, LLC. Six (6) of those parking spaces shall be within the Proximate Parking Area. All parking shall be subject to such reasonable rules and regulations as Bayside Beautification Project, LLC shall impose.

When any parking areas are constructed or further improved, AK110 LLC shall pay Bayside Beautification Project, LLC its pro rata portion of Bayside Beautification Project, LLC's Parking Space Development Cost, as defined in the Development Agreement. AK110 LLC shall also be responsible for its pro rata share of on-going maintenance expenses of the parking areas as set forth in the Development Agreement.

Nothing herein or in the Development Agreement shall obligate Bayside Beautification Project, LLC to further develop the Development Parcel or require AK110 LLC to elect to utilize its parking rights. Any permanent reduction in the number of spaces dedicated to AK110 LLC on the Development Parcel shall be reflected in an amendment hereto recorded in said Registry of Deeds.

2. Access. AK110 LLC's primary access to Buyer's Property shall be from its frontage on Anderson Street. AK110 LLC shall also have access to its designated parking spaces through reasonable direct routes laid out from time to time by Bayside Beautification Project, LLC. AK110 LLC's access to exterior loading docks as shown on the Site Plan or otherwise shall be solely at Bayside Beautification Project, LLC's discretion and pursuant to specific written approval of Bayside Beautification Project, LLC, subject to the terms of the Development Agreement and any conditions contained in Bayside Beautification Project, LLC's approval.

AK110 LLC may utilize one of the areas designated on the Site Plan as "possible location of exterior stairs" for purposes of providing pedestrian access to Buyer's Property. All steps, ramps, or other improvements constructed within these areas shall be of good quality and maintained in a safe and clean condition by AK110 LLC for the benefit of Bayside Beautification Project, LLC. If AK110 LLC shall elect to so utilize a designated area, Bayside Beautification Project, LLC shall designate pedestrian access to that area.

3. Circulation Area. AK110 LLC shall have a non-exclusive easement in the "Outdoor Circulation Easement Area" shown on the Site Plan to construct pedestrian walkways and customary landscaping attendant to the pedestrian entrance to Buyer's Property, and installation of customary utilities serving Buyer's Property. All of AK110 LLC's improvements shall be of good quality and maintained in a safe and clean condition by AK 110 LLC for the benefit of Bayside Beautification Project, LLC. Bayside Beautification Project, LLC specifically reserves to itself all rights which do not materially interfere with AK110 LLC's rights hereunder, including the installation of overhead and underground utilities in and through this area, provided Bayside Beautification Project, LLC shall restore the surface of the land to its former condition following the exercise of such reserved rights.

4. Building Restoration and Maintenance. AK110 LLC is hereby conveyed a perpetual, non-exclusive easement for encroachments for customary building structures

which currently extend beyond the boundary lines of Buyer's Property, including minor variations in exterior wall plants, roof overhangs, gutters, window details, entrance details and canopies.

AK110 LLC may install dumpsters or trash collection devices on Seller's Retained Property or Proximate Parking Area as provided in the Development Agreement in locations as may be directed from time to time by Bayside Beautification Project, LLC. The cost of installing the dumpster pad and equipment, and of maintaining same, shall be born solely by the AK110 LLC.

Following six (6) months advance written notice to AK110 LLC by Bayside Beautification Project, LLC, AK110 LLC shall complete certain exterior improvements to Buyer's Property as specified in the Development Agreement. At the request of Bayside Beautification Project, LLC, AK110 LLC shall also join a lot owners association which shall include the other owner(s) of the Development Parcel provided that in so doing, AK110 LLC will not incur obligations or costs beyond those provided in the Development Agreement.

Any notices to be provided hereunder shall be in writing and delivered to the respective addresses as set forth herein, or as otherwise agreed in the Development Agreement. Any disputes arising hereunder or under the Development Agreement shall be submitted to the dispute resolution process set forth in the Development Agreement.

Reference to the above-excepted parcel may be had to a deed from Bayside Beautification Project, LLC to AK110 LLC dated May 10, 2002 and recorded in the Cumberland County Registry of Deeds in Book 17622, Page 135.

### **PARCEL THREE**

A certain parcel of land situated southerly of, but not adjacent to, Cove Street in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the easterly sideline of land formerly of the Portland Terminal Company, now or formerly of the State of Maine, reference Book 16707 Page 206 and land now or formerly of Bayside Beautification Project, Inc., reference Book 16782 Page 251 as shown on a plan entitled "Standard Boundary Survey for Tewksbury Industries, Inc. Anderson Street Portland, Maine" dated august 1994 by Anderson-Livingston;

Thence N 7° 31' 00" E along said land of the State of Maine a distance of 115.91 feet;

Thence S 82° 29' 00" E a distance of 102.30 feet to land of said Bayside Beautification Project, Inc.;

Thence S 48° 56' 55" W along said land a distance of 154.59 feet to the point of

beginning, containing, 5,298 square feet, more or less.

This description was prepared without the benefit of a current survey and is based on the above referenced plan.

Also being a portion of the premises conveyed to Sleepy Hollow Development, Inc. by deed of Investment Associates, Inc. dated September 1, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12102, Page 108.

Received  
Recorded Register of Deeds  
Dec 22, 2006 11:31:35A  
Cumberland County  
John B O'Brien