Section 2

Title, Right or Interest

2. Title, Right or Interest

The record owners of the parcels of interest are Onex Company by Deeds in Book 14598 and Page 346, Dated August 8, 2016, and Diversacorp by Deeds in Book 33834 and Page 269, Dated February 17, 2017. A copy of the Purchase And Sale Agreement for the Onex Company parcel and a copy of the Right To Information (RTI) for the Diversacorp parcel are included in this section.

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

CAMELOT HOLDINGS, LLC hereby assigns to **STROUDWATER DEVELOPMENT PARTNERS, LLC**. all of its right, title and interest in, to, and under a certain a Purchase & Sale Agreement, originally by and between seller Onex, Co. and buyer Diversacorp, LLC, all as amended by First Addendum to P&S (naming the undersigned as Buyer in place of Diversacorp) (all as amended the "P&S"), for real property located at 1700 Westbrook Street, Portland, Maine.

The undersigned Camelot Holdings, LLC, makes reference to the unilateral assignment provisions of the said P&S as the basis of assignability hereunder.

Dated at Kennebunk, Maine as of the 22rd day of August, 2017

CAMELOT HOLDINGS, LLC

By:_____

Michael Barton, its Manager
Thereunto duly authorized

PURCHASE AND SALE AGREEMENT
(Real Estate)

Agreement made and entered into this day by and between **ONEX CO.**, a/k/a Onex Company, a Maine business corporation having a mailing address of 399 Old Brunswick Rd., Bath, ME ("Seller") and **DIVERSACORP, LLC**, a Maine limited liability company having a mailing address of 5 Stone Pony Circle, Saco, ME, or its assigns ("Buyer"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PURCHASE AND SALE OF PREMISES**. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and buildings commonly known and designated as "Camelot Farm," located generally at 1700 Westbrook Street, Portland, Maine, and consisting of roughly 44.8 acres of real property, together with all improvements and fixtures thereon and all rights appurtenant thereto, being more particularly described in a Warranty Deed recorded in the Cumberland County Registry of Deeds in Book 14598, Page 346 (the "Deed") ("Premises" or "Property"). A copy of the deed is attached hereto as **EXHIBIT A** and made a part hereof. The description of the Premises in the Deed is understood to be general in nature and the description in the deed of conveyance contemplated herein shall be subject to approval by Buyer.

2. **PURCHASE PRICE**. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of [redacted] payable as follows:

Drummond Woodsum

KD 8-15-16

AOL 8-18-16

a. The sum of [redacted] as Deposit payable upon the signing of this Agreement by both parties ("Deposit"). This Deposit shall be held by ~~Stifel the Hunter Company~~ ("Escrow Agent") in a non-interest bearing account. It shall be applied as credit to the purchase price at closing or disposed of as set forth herein. In the event of a dispute over the return or forfeiture of any deposit held by the Escrow Agent, the Escrow Agent shall continue to hold the deposit until it has received a written release from the parties consenting to its disposition, or until a final order. Regardless of its representation of any party to this Agreement, Escrow Agent shall not, as Escrow Agent, have any responsibility or liability to any party beyond the proper disposition of the escrow funds actually paid over to it. All parties agree to indemnify and hold the Escrow Agent harmless from any and all costs, actions, failure to act, or payment or refusal to pay, so long as said actions are made in good faith and are not a result of willful misconduct, including any defense costs or attorney's fees. The Escrow Agent shall incur no liability in acting upon any signature, notice, request, waiver, consent or other document believed by the Escrow Agent to be genuine.

b. The BALANCE of the purchase price, the sum of [redacted] by bank check, wire transfer or equivalent, at the time of closing subject to adjustment and as set forth in the Prorations.

Onex Initials ____ Diversacorp ____

3. **VESTING OF DEPOSIT**. The Deposit set forth in Section 3 above shall be refundable in full until the following occurrences, at which point, such portions of the deposit shall become non-refundable and shall vest in, and be released to, Seller: (a) [redacted] shall become non-refundable upon final approval of the subdivision plan by the City of Portland; (b) [redacted] shall become non-refundable upon satisfaction of the financing contingency set forth below.

4. **CLOSING**. The closing shall take place at the offices of Bergen & Parkinson, 62 Portland Road, Kennebunk, Maine within sixty (60) days after the later of: a) receipt of final subdivision approval from the City of Portland, or; b) satisfaction of any of the conditions precedent to buyers obligation to purchase set forth below. Notwithstanding the intended deadline set forth in the preceding sentence, Buyer and Seller agree that Buyer may extend the closing date up to sixty (60) additional days.

5. **TRANSFER OF TITLE**. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of liens and encumbrances, subject to the following:

a. Buyer shall have until thirty (30) days after the Effective Date to determine if title to the Premises is acceptable and notify Seller of the same. In the event that Buyer determines that Seller would be unable to convey title to the Premises as aforesaid and Buyer properly notifies Seller, then Seller shall have thirty (30) days notice from Buyer in which either to: notify Buyer that Seller via its own counsel shall remedy such title defects, to the satisfaction of Buyer's Counsel, at Sellers expense, or; notify Buyer that Seller shall reimburse Buyer at closing all Buyer's legal and other costs associated with remedying such title defects. If Seller fails to provide notice to Buyer within 30 days as set forth in the preceding sentence, then Seller hereby agrees that Buyer's costs of curing such title issues, including legal and other fees and costs, shall be offset against the purchase price at closing. Any period of time ninety (90) days after Seller received notice of a title defect, and the final recording or filing of any curative documents shall toll all deadlines and periods for any contingencies set forth anywhere in this agreement. In the event that said defects cannot be corrected or remedied within said time period to the satisfaction of Buyer's counsel, Buyer may terminate this Agreement by written notice to the parties and any non-vested portion of the Deposit shall be returned to Buyer. Buyer may, however, at its sole discretion elect to close notwithstanding such defects as may exist. Seller and Buyer understand and agree that any mortgages and liens on the Premises shall not be considered title defects provided that the same shall be discharged at or prior to the closing at Seller's expense. Seller may use purchase money proceeds for this purpose.

b. Seller agrees that it will not further encumber or permit to be encumbered the Premises by any liens, mortgages, attachments, covenants, restrictions or easements after the date of this Agreement.

c. At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a Quitclaim Deed with Covenants to the Premises, in accordance

Onex Initials KS

Diversacorp NL

with the Short Form Deeds Act, 33 M.R.S.A. § 761 et seq., (the "Deed") together with a Bill of Sale for personal or intangible property, and such other rights as may be associated with the Property, if any. If Seller fails to execute and deliver a separate Bill of Sale or Assignments, then this Agreement shall be deemed to convey the same and this Provision survives closing, and in such instance, Seller hereby grants and assigns to Buyer all such personal property as of the date of Closing.

d. Seller further agrees to execute and deliver to Buyer at the closing such Affidavits and Certificates as are reasonably necessary for Buyer's acquisition and financing of the Premises, including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations), an affidavit regarding underground storage tanks (as required by Maine Laws), and a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession.

e. Seller is a corporation and Seller certifies that it is duly authorized and validly existing under the Laws of the State of Maine and agrees to provide evidence satisfactory to Buyer of due organization, authority, and good standing, including an opinion of counsel evidencing the same, which opinion may be required at Buyer's sole discretion.

6. **CONDITION OF IMPROVEMENTS**. Improvements at the Premises shall be delivered to Buyer at closing in "broom clean" condition. The improvements shall be sold and conveyed strictly on an "as is", "where is" and "with all defects" basis. Notwithstanding the foregoing, Seller covenants that it has no knowledge that the improvements violate any federal, state, municipal or local statutes, laws, rules, regulations or ordinances, including, without limitation, those pertaining to land use (or permits issued in connection therewith), zoning, lead paint, urea formaldehyde foam insulation, asbestos, hazardous or toxic wastes or substances, pollutants, contaminants or other environmental matters. The provisions of this paragraph shall survive the Closing and delivery of the Deed (as hereinafter defined) or any expiration or termination of this Agreement.

7. **RISK OF LOSS, DAMAGE AND INSURANCE**.

a. All risk of loss to the Premises prior to the closing shall be borne by Seller. Seller shall keep the Premises fully insured against fire and other extended coverage risks until the closing.

b. In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the opinion of Buyer, substantially damaged, Buyer may either (i) terminate this Agreement and receive back any non-vested earnest money deposit, or (ii) accept the insurance proceeds payable by reason of such damage, destruction or taking and close this transaction notwithstanding the same. Seller agrees and hereby assigns any proceeds payable pursuant hereto to Buyer, and shall name Buyer as an additional insured as Buyer's interest may appear.

8. **INSPECTION/DUE DILIGENCE.** So long as Buyer is accompanied by Seller's Broker or another authorized agent of the Broker and upon reasonable advance notice, Buyer

Onex Initials _____ Diversacorp _____

may enter into any part of the Premises at all reasonable times prior to the closing in order to inspect the Premises, conduct surveys, soil tests and engineering studies and to do such things as are reasonably necessary with respect to its acquisition, improvement or development of the Premises. Nothing in this paragraph shall limit the inspections necessary to complete due diligence and to meet any contingencies precedent to Buyer's obligation to close as set forth below. Except as otherwise set forth elsewhere in this Agreement, Buyer shall have one hundred twenty (120) days within which to complete general due diligence.

9. **POSSESSION OF THE PREMISES AND LEASES**. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER**. Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

a. Seller has no knowledge, after reasonable investigation, that the Premises violates any applicable laws, ordinances, or regulations.

b. Seller has no knowledge, after reasonable investigation, that the Premises contains any special wastes, underground storage tanks urea-formaldehyde foam insulation, radon, asbestos containing materials, lead-based paint, waste oil, petroleum and any other hazardous, biomedical, radioactive or toxic, substances, materials or wastes. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. Notwithstanding the foregoing, Seller believes there is or may have been an underground oil storage tank located in the front yard of the Premises, being further described in the Disclosure Form Delivered to Buyer.

c. There are no outstanding pending or threatened liens, claims, rights of first refusal, or encumbrances against the Premises.

d. All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

e. There are no outstanding claims, losses or demands against Seller by any tenant or other person respecting Seller's ownership, use and/or occupancy of the Premises.

f. There are no leases on the Premises.

g. No portion of the Premises is currently classified as Farm land or Tree Growth under applicable provisions of Title 36 M.R.S.A.

h. The Premises, is classified as Open Space the City of Portland and shall be withdrawn from such classification prior to or at closing at Seller's expense. Seller may use purchase money proceeds for this purpose.

Onex Initials GB

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i. To the best of Seller's knowledge, there are rights of ingress and egress in perpetuity from the Premises to public highways or roads for both vehicular and pedestrian traffic and utilities.

j. Seller has provided Buyer with a copy of a survey made by Nadeau & Lodge, Inc., dated Feb. 21, 2003 entitled "Plan Depicting the Results of a Standard Boundary Survey Made for Onex Company [sic], Southerly Sideline of Westbrook Street, Portland, Maine" (the "Onex Plan"). Other than encroachments listed on the Onex Plan, there are no known boundary disputes or other encroachments affecting the Premises. For the avoidance of doubt, Buyer's knowledge of encroachments on the Onex Plan is not a waiver of Buyer's right to require reasonable curative boundary work as a condition hereof.

k. Seller has transacted business under the name "Onex Co." as registered with the Maine Secretary of State, and also as "Onex Company," as identified in a certain deed by which it took title (CCRD Book 14598, Page 346), and Seller certifies that that "Onex Co." and "Onex Company" as listed on said deed are one and the same.

l. Seller shall obtain authorization from its shareholders to enter into this Agreement, and to take all actions required hereunder, and further, that any notices given in advance of such meeting for the approval of this agreement shall be timely and duly given in accordance with the Bylaws, and any other governing documents, of the Seller.

11. **DEFAULT AND REMEDIES**. Upon default by either party, the non-defaulting party shall have all rights and remedies available to it in equity or at law, including Buyer's right to specific performance under this Agreement.

12. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE**. The obligation of Buyer to close is subject to the satisfaction at or before the closing of all of the following conditions:

a. All representations and warranties of Seller contained in this Agreement shall be true as of the closing.

b. Buyer may, at its sole option, order its own survey of the Property, and any boundary encroachments, whether on Buyer's survey, or the Onex Plan, or otherwise, shall have been cured.

c. Buyer shall have determined within the timeframe set forth in Section 5 above that Seller can convey title in form and substance satisfactory to Buyer and Buyer's counsel.

[redacted] Effective Date, Buyer shall have satisfactorily completed all inspections, testing, permit applications, or other requirements necessary to receive subdivision approval ("Necessary Investigations"), it being understood that each such Necessary Investigation constitutes its own condition precedent.

Onex Initials KB

Diversacorp AL

[redacted] Buyer shall have received final subdivision approval, granted in full and without any remaining contingencies to be fulfilled. In the event this condition is not met at the end [redacted] and provided further that Buyer has diligently pursued the same, then Buyer may extend this contingency deadline by [redacted] by giving Seller or its agents notice thereof, and paying to Seller an additional [redacted] which payment shall be in addition to the purchase price.

f. Within 60 days after final subdivision approval, Buyer shall have received financing for a mortgage loan in such amount and upon such terms and conditions as are satisfactory to Buyer.

g. Within the first 120 days after the Effective Date, Buyer shall have obtained an inspection of the Premises and determined them to be free of wetlands, endangered or threatened wildlife or plant habitats, coastal sand dunes, great ponds, rivers and streams and in compliance with all applicable laws, ordinances, and regulations. In the event the Premises or a portion thereof is determined to be in wetlands, etc. as described above, then so long as such condition does not materially or adversely impair the Buyer's development of the Premises then this condition shall be deemed satisfied.

h. Within 90 days after the Effective Date, Buyer shall have obtained a general building inspection of any structures on the Premises disclosing the Premises to be structurally sound (except for a leak in the roof, some rot in the exterior wood on the house, and some rotten wood in the stable, all as disclosed to the Buyer) and in good repair and all of the mechanical systems, including without limitation, plumbing, heating, electrical, drainage, water, sewer/septic to be in working order and repair and adequate to serve the premises, all to the satisfaction of the Buyer.

i. Within the first 90 days after the Effective Date, Buyer shall have obtained an environmental site assessment of the Premises disclosing the Premises to be free of urea-formaldehyde foam insulation, hazardous substances, underground storage tanks (other than as disclosed by the Buyer on Seller's Property Disclosure), asbestos containing materials, lead-based paint, radon and special wastes. The terms used in the foregoing sentence shall have those meanings ascribed to them under Federal, State and/or Local Law.

j. Within 60 days after final subdivision approval, Buyer shall have obtained an appraisal of the Premises with a valuation equal to or greater than the purchase price hereunder.

k. Prior to closing, any action by any officer, director, or shareholder of Seller, or any other party claiming via rights to, through, or associated with Seller challenging this Agreement or the proposed sale or subdivision development contemplated hereunder shall thereafter toll all deadlines set forth herein, which deadlines shall remain tolled until either final settlement, bonding off, or final adjudication of such matter, which, for the avoidance of doubt, includes the passage of any appeals period.

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l. Prior to closing, Seller shall have conducted necessary tests to locate the buried tank referenced in its disclosure, and shall have removed such tank at its sole expense in compliance with any applicable laws, evidence of which compliance is a condition precedent to closing.

13. **BROKERAGE**. Seller is responsible for the payment of all fees and commissions due any real estate brokers with respect to this transaction. Seller agrees to indem- nify and hold Buyer harmless from any and all claims made by real estate brokers with respect to this transaction. This indemnity shall include all costs and expenses including attorney's fees incurred by Buyer in defense against any such claim, and shall include claims made post-closing.

14. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS**.

a. Real estate taxes, assessments, rentals and utilities shall be prorated as of the closing.

b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A.§ 4641-A.

c. The recording fee for the deed of conveyance will be paid by Buyer.

d. A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. §5250-A.

e. Utilities shall be prorated as of the closing date and Buyer shall reimburse Seller for any unused fuel oil or gas.

f. Seller shall pay any penalties due to the City of Portland which relate to Seller's removal of the Premises from any Open Space, Tree Growth, Farmland, or other such tax program set forth under Title 36 of the Maine Revised Statutes.

15. **CONFIDENTIALITY**. Seller and Buyer covenant and agree to keep confidential the terms of the transaction contemplated hereby and not to disclose to any person either the fact that discussions or negotiations are taking place (other than Buyer's lender or attorney) concerning the acquisition of the Property or the substance or status thereof, except as is necessary to perform obligations pursuant hereto.

16. **MISCELLANEOUS**. The parties further agree as follows:

a. Binding Agreement / Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Buyer reserves the right to assign this Agreement to an entity to be formed.

b. Joint & Several. Seller shall refer to each selling party as their interests

Onex Initials _____ Diversacorp _____

appear but each Seller shall be responsible for all warranties and representation on a joint and several basis.

c. Amendment. This Agreement shall not be changed in any respect except by written instrument signed by the parties hereto.

d. Governing Law / Jurisdiction. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Maine and parties recognize Maine as the courts of Cumberland County having sole forum having jurisdiction hereover.

e. Severability. If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable according to the law, then the remaining terms, conditions, and provisions of his Agreement, or the application of any such invalid or unenforceable terms, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. Headings. The descriptive headings of the sections of this Agreement have been inserted for the convenience and reference only and shall not control or affect the meaning or construction of any of the contents hereof.

g. Integration. This Agreement may be executed in multiple originals and embodies the entire understanding of the parties. All prior discussions and representations are merged herein.

h. Notice. Any demand or notice required or permitted hereunder, shall be effective if either: (i) hand-delivered to the addressee, or (ii) deposited in the mail, registered or certified, return receipt requested and postage prepaid, or delivered to a private express company addressed to the addressee: (A) at the address shown below, or (B) if such party has provided the other in writing with a change of address, at the last address so provided. Any notice or demand mailed as provided in this paragraph shall be deemed given and received on the earlier of: (i) the date received, or; (ii) the dated of delivery, refusal or non-delivery as indicated on the return receipt, if sent my mail or private express as provided above. All notices required to be given, or which may be given hereunder, shall be in writing and if mailed, shall be sent by mail to the party to be notified as follows:

Seller:	Onex Co. Attn: Kerrin Dorne. 68 Old Farm Road Newton, MA 02459 With a copy to: Alexandra E. Caulfield Drummond Woodsum 84 Marginal Way, Suite 600 Portland, Maine 04101-2480
Buyer:	Diversacorp, LLC Attn: Nate Libby 5 Stone Pony Cir. Saco, ME 04072 With Mandatory Copy To: Jason G. Howe, Esq. Bergen & Parkinson, LLC 62 Portland Road, Suite 25 Kennebunk, ME 04043

or to such other addresses as one party may from time to time hereafter designate by like notice to the other.

i. Gender and Number. All words denoting gender or number shall be construed to include any other gender or number as the context and facts require.

j. Survival / Merger. All representations of Seller survive closing unless extinguished in writing by agreement of the parties signed at closing. For the avoidance of doubt, acceptance of the Deed by Buyer does not merge the provisions of this Agreement or satisfies all obligations and representations of Seller.

k. Time. Time is of the essence in this Agreement.

l. Survey. Survey means a map of a staked survey of the Real Property and Improvements constituting the Property prepared by a surveyor who prepared one or both of the Existing Surveys (as defined herein), such Survey to comply with the ALTA/ACSM Survey Requirements 1999 for ALTA/ACSM land title surveys jointly established and adopted in 1999, by the American Land Title Association, American Congress on Surveying and Mapping, and the National Society of Professional Engineers, including optional items 1, 2, 3, 4, 6, 7, 8, 9, 19 and 11 of Table "A" thereof, which meets the accuracy standards (as adopted by ALTA and ACSM and in effect on the date of the Survey), or a state standard which is comparable to the foregoing ALTA/ACSM standard.

Onex Initials _____ Diversacorp _____

m. Professional Advice. Each party hereby acknowledges that they have read and understand this Agreement and have had an opportunity to obtain professional advice regarding the same.

n. Recording. Buyer reserves the right to record a memorandum of this agreement at the Cumberland County Registry of Deeds at its expense, and Seller agrees to sign a memorandum hereof.

o. Authority. Seller warrants and represents that it / they have full authority to execute this Agreement and perform all obligations contained herein. All such actions have been properly authorized by any required votes and the party signing on behalf of Seller is duly appointed to so act in said capacity to make this Agreement binding upon Seller.

p. Signatures/Counterparts. Facsimile or Electronic Signatures shall be deemed to be and treated as originals. This agreement may be signed in counterpart, the combination of which counterparts constitutes a binding final agreement.

q. Improvident Transfers. Seller warrants and represents that they have fully complied with the Improvident Transfer Act and that this Agreement is enforceable pursuant to the provisions thereof.

17. **AGREEMENT OF ESCROW AGENT**. In the event of any dispute regarding the disposition of the escrowed funds held by Escrow Agent, Escrow Agent shall have the right to deliver said funds to a court of competent jurisdiction and commence an interpleader action to determine the proper disposition of said funds. Seller and Buyer agree to reimburse Escrow Agent for all expenses incurred by Escrow Agent in the interpleader action, including, without limitation, attorney's fees. Seller and Buyer further agree to hold Escrow Agent harmless for any action taken in good faith pursuant to the terms of this Agreement.

(*Signatures Below*)

Onex Initials

Diversacorp

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of this 5 day of August 2016 ("Effective Date").

ONEX CO.
("Seller")

Witness Kevin Capen

By: _____

Print Name: Kerrin Dorne.
Its: Secretary
Thereunto Duly Authorized

DIVERSACORP, LLC
("Buyer")

J. Collard
Witness

By: _____
Nate Libby, its Manager
Thereunto Duly Authorized
Nate Libby
(President)

(Exhibit A Below)

Onex Initials _____

Diversacorp NL.

EXHIBIT A

P 1811—Warranty deed, statutory short form. 11-83 JAMES BLANCHARD, INC., PUBLISHER

0017208 BK14598PG346

Warranty Deed

Peter J. Rogers and Mary K. Rogers
of Portland Cumberland, County
(being married), for consideration paid,
grant to Onex Company, A Maine Corporation with a principal place of business
at 440 Forest Avenue
of Portland, Cumberland, County
with Warranty Covenants,
the land in Portland Cumberland, County, Maine.

See Exhibit A attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

Witness our hand s and seals this fourth day of March 1999

Peter J. Rogers — Mary K. Rogers

Witness

Witness

State of Maine, County of ss.: March 4 1999

Then personally appeared the above named Peter J. Rogers and Mary K. Rogers
and acknowledged the foregoing instrument s to be their free act and deed.

Before me, Rachel Davis

☐ Justice of the Peace
☐ Attorney at Law
☒ Notary Public

RACHEL DAVIS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 21, 2001

Onex Initials KD

Diversacorp NL

EXHIBIT A

A certain lot or parcel of land, together with the buildings thereon, situated in Portland, in the County of Cumberland and State of Maine, in that part of Portland which was formerly Deering, on the southerly side of the road leading from Stroudwater Village, so-called, to Westbrook formerly called Saccarappa; being all and the same property which was conveyed to Allura S. Castner by Rufus T. Boothby and Frank P. Tibbetts, et als., by their deeds of warranty dated March 11, 1899, as recorded in Cumberland County Registry of Deeds in Book 671, Pages 424 and 425, said property being bounded and described in said deeds as follows:

Northerly by said road, easterly by land now or formerly of N.H. Dole and land of the heirs of M. Quimby, southerly by the Stroudwater River and westerly by land now or formerly of Royal Burnham, containing forty-eight (48) acres, more or less, reference being made to said deeds and the record thereof for a more particular description of the premises.

Excepting from the above described premises those parcels of land conveyed by the grantor by the following conveyances: On June 7, 1938 to Carroll E. Hackett, recorded in Cumberland County Registry of Deeds in Book 1548, Page 418; on April 25, 1949 to Granville F. Allen et al., recorded in said Registry of Deeds in Book 1952, Page 354; on May 28, 1954 to Portland Water District recorded in said Registry of Deeds in Book 2198, Page 386; on July 14, 1955 to Frederick A. Butts et al., recorded in said Registry of Deeds in Book 2236, Page 405; on November 4, 1956 to Rosamond J. Allen, recorded in said Registry of Deeds in Book 2325, Page 358; on November 14, 1957 to Rosamond J. Allen, recorded in said Registry of Deeds in Book 2386, Page 205.

This conveyance is made subject to a right of way over the above described land taken by the Portland Pipe Line Corporation by condemnation proceedings and recorded in Cumberland County Registry of Deeds in Book 1655, Page 294 to which reference is hereby made.

This conveyance is also subject to an easement granted to the Portland Water District recorded in the Cumberland County Registry of Deeds in Book 1399, Page 462 to which reference is hereby made.

This conveyance is also made subject to an easement for a sewer pipe granted to Frederick A. Butts et al. in deed recorded in Cumberland County Registry of Deeds in Book 2236, Page 405.

Also excepting and reserving from the above described premises another certain lot or parcel of land adjoining and to the south of land of Lillian E. Hackett, formerly of Carroll E. Hackett mentioned above. Said lot or parcel of land being bounded and described as follows: Beginning at the southwest corner of said Hackett land; thence southerly projecting the line marking the western boundary of the said Hackett land and which projection would form a 90 degree angle with said Westbrook Street, one hundred (100) feet to an iron stake; thence at an angle of 90 degrees 46' easterly ninety-seven and sixty-two hundredths (97.62) feet to an iron stake; thence northerly one hundred (100) feet to a stake at the southeasterly corner of said Hackett land; thence westerly ninety-seven and sixty-two hundredths (97.62) feet along southern boundary of said Hackett land to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors by deed of Ruby H. Young dated October 27, 1960, recorded in the Cumberland County Registry of Deeds in Book 2574, Page 161.

RECEIVED
RECORDED REGISTRY OF DEEDS
1999 MAR -9 PM 3:27
CUMBERLAND COUNTY
John B O'Brien

M.K.R.
P.J.R.

Deed for Lots: 246-A-6, 247-A-2, 245-B-5
After recording return to:
Jason G. Howe, Esq.
Bergen & Parkinson, LLC
62 Portland Road, Suite 25
Kennebunk, ME 04043

Space Above This Line For Recording Data

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **JUDITH A. CAMINITI**, f/k/a Judith C. Green, having a mailing address of 67 Goose Cove Road, Trenton, ME 04605, FOR CONSIDERATION PAID, hereby grants to **DIVERSACORP, LLC**, a Maine limited liability company whose mailing address is 5 Stone Pony Circle, Saco, Maine, with Warranty Covenants, a certain lot or parcel of land, together with any improvements thereon and all rights appurtenant thereto, commonly know and designated as 1714 Westbrook Street, Portland, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Judith A. Caminiti, f/k/a Judith C. Green, has hereunder set her hand and seal as of this _____ day of February, 2017.

_____ _____
WITNESS Judith A. Caminiti

STATE OF MAINE
_____ County, ss. Date: _____

Personally appeared the above-named Judith A. Caminiti, being formerly known as Judith C. Green, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

_____
Attorney at Law / Notary Public
Print: _____
[SEAL]

(*Exhibit A Below*)

EXHIBIT A
(1714 Westbrook St., Portland)

A certain lot or parcel of land, situated in Portland, Cumberland County, Maine and bounded and described as follows:

BEGINNING on the southeasterly side of Westbrook Street at a fir stump marked at the corner of land now or formerly of one Leavitt;

THENCE southeasterly by said Westbrook Street, ten (10) chains and sixty-three (63) links to land formerly of Solomon Conant, et als;

THENCE southerly by said Conant land twenty (20) chains eighty-seven (87) links to the Stroudwater River, across said river to land formerly of James Trickey, et als;

THENCE westerly by said River by said Trickey land and land formerly of George B. Leavitt to a stake;

THENCE by Leavitt land North 12° East (subject to variations since established) twenty-seven (27) chains and ninety-two (92) links to the first mentioned bounds, containing thirty (30) acres, more or less.

Excepting from the above-described premises those portions conveyed to Maine Turnpike Authority by Maurice S. Tomlinson, et al, by deed dated February 11, 1954, and recorded in the Cumberland County Registry of Deeds in Book 2166, Page 135; and by deed dated September 2, 1954, and recorded in said Registry of Deeds in Book 2166, Page 135.

Excepting from the above-described premises the parcel with a house thereon conveyed to Andrew D. Green and Judith C. Green by deed dated March 4, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11319, Page 55.

Excepting from the above-described premises the 1 acre parcel conveyed to Andrew D. Green by deed dated December 20, 2004, and recorded in the Cumberland County Registry of Deeds in Book 22163, Page 81. Regarding this exception, further reference is made to a certain Agreement Concerning Marital Property recorded in said Registry in Book 22163, Page 80, and a certain Abstract of Divorce recorded in said Registry in Book 22735, Page 32.

After recording return to:
Jason G. Howe, Esq. SM
Bergen & Parkinson, LLC
62 Portland Road, Suite 25
Kennebunk, ME 04043

Doc#: 8080 Bk:33834 Pg: 269

Space Above This Line For Recording Data

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **JUDITH A. CAMINITI**, f/k/a Judith C. Green, having a mailing address of 67 Goose Cove Road, Trenton, ME 04605, FOR CONSIDERATION PAID, hereby grants to **DIVERSACORP, LLC**, a Maine limited liability company whose mailing address is 5 Stone Pony Circle, Saco, Maine, with Warranty Covenants, a certain lot or parcel of land, together with any improvements thereon and all rights appurtenant thereto, commonly know and designated as 1714 Westbrook Street, Portland, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Judith A. Caminiti, f/k/a Judith C. Green, has hereunder set her hand and seal as of this 17 day of February, 2017.

WITNESS

Judith A. Caminiti

MAINE REAL ESTATE TAX PAID

STATE OF MAINE
York County, ss.

Date: 2/17/17

Personally appeared the above-named Judith A. Caminiti, being formerly known as Judith C. Green, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Attorney at Law / ~~Notary Public~~
Print: _____
[SEAL]

Jason G. Howe
ATTORNEY AT LAW

(*Exhibit A Below*)

EXHIBIT A

(1714 Westbrook St., Portland)

A certain lot or parcel of land, situated in Portland, Cumberland County, Maine and bounded and described as follows:

BEGINNING on the southeasterly side of Westbrook Street at a fir stump marked at the corner of land now or formerly of one Leavitt;

THENCE southeasterly by said Westbrook Street, ten (10) chains and sixty-three (63) links to land formerly of Solomon Conant, et als;

THENCE southerly by said Conant land twenty (20) chains eighty-seven (87) links to the Stroudwater River, across said river to land formerly of James Trickey, et als;

THENCE westerly by said River by said Trickey land and land formerly of George B. Leavitt to a stake;

THENCE by Leavitt land North 12° East (subject to variations since established) twenty-seven (27) chains and ninety-two (92) links to the first mentioned bounds, containing thirty (30) acres, more or less.

Excepting from the above-described premises those portions conveyed to Maine Turnpike Authority by Maurice S. Tomlinson, et al, by deed dated February 11, 1954, and recorded in the Cumberland County Registry of Deeds in Book 2166, Page 135; and by deed dated September 2, 1954, and recorded in said Registry of Deeds in Book 2166, Page 135.

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Received
Recorded Register of Deeds
Feb 21,2017 09:42:37A
Cumberland County
Nancy A. Lane