

UCC-1 Form

FILER INFORMATION

Full name: **MATTHEW QUINT**

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SEND ACKNOWLEDGEMENT TO

Contact name: **DRUMMOND WOODSUM**

Mailing Address: **84 MARGINAL WAY, SUITE 600**

City, State Zip Country: **PORTLAND, ME 04101 USA**

DEBTOR INFORMATION

Org. Name: **FALMOUTH VENTURES II, LLC**

Mailing Address: **7 THORNTON STREET**

City, State Zip Country: **SEABROOK, NH 03874 USA**

SECURED PARTY INFORMATION

Org. Name: **GORHAM SAVINGS BANK**

Mailing Address: **10 WENTWORTH DRIVE**

City, State Zip Country: **GORHAM, ME 04038 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 17154-181

COLLATERAL

SEE ATTACHED.

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: FALMOUTH VENTURES II, LLC

SECURED PARTY: GORHAM SAVINGS BANK

PREMISES: 240 U.S. ROUTE 1, FALMOUTH. CUMBERLAND
COUNTY, MAINE

All of the following described property now or hereafter located on or affixed to the premises described above or used thereon or used in connection therewith and which may now be owned or may be hereafter owned by Debtor:

All of Debtor's interest in personal property of any kind or nature whatsoever, now owned or hereafter acquired, whether tangible or intangible, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy, or enjoyment of the property situated at **240 U.S. Route 1, Falmouth, Cumberland County, Maine** (the "Premises"), including, without limitation, all plumbing, heating, lighting, refrigerating, ventilating and air conditioning apparatus and equipment, garbage incinerators and receptacles, stoves and refrigerators, elevators and elevator machinery, boilers, tanks, motors, sprinkler and fire extinguishing systems, door bell and alarm systems, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, built-in cases, and other built-in equipment and fixtures now affixed or to be affixed to the Premises and owned by Debtor, and whether or not such property is subject to prior conditional sales agreements, security agreements, mortgages or other liens. All furniture, furnishings, machinery, equipment and all tangible personal property now situated or to be situated on the Premises and owned by Debtor, and whether or not such property is subject to prior conditional sales agreements, security agreements, mortgages or other liens. All building materials and supplies used, or to be used, in the construction, improvement, repair and operation of the Premises from time to time. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all leases or tenancies now existing or hereafter created on the Premises or any part thereof, and all accounts receivable and chattel paper, issues, income and proceeds, including (without limitation) all Debtor's rights, powers, privileges and benefits which may accrue to Debtor as owner of the Premises together, with, to the fullest extent permitted by law, all of Debtor's right, title and interest in all applications and permits with, respect to said improvements and together with all of Debtor's right, title and interest in and to any such goods as may now or hereafter be held by Debtor pursuant to any lease, lease purchase, conditional sales or use agreements pursuant to which Debtor is the lessee of or entitled to use such goods. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the 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 Premises or the improvements thereon or any part thereof, including any award for change of grade of streets. All rights of Debtor in and to any purchase and sale contracts arising in connection with the Premises. All rights of Debtor in and to construction contracts and architectural contracts arising in connection with the Premises. Proceeds of the above Collateral, provided that the taking of a security interest in the proceeds of the Collateral shall not be construed as a consent by any Secured Party to any sale of the Collateral, except to the extent Debtor may sell same in the ordinary

course of Debtor's business; and all additions, substitutions, acquisitions, accessions and replacements of and to the said Collateral and all similar properties.

All construction and building materials; supplies, lumber, hardware, fixtures, machinery, equipment, furniture and general intangibles; all construction, labor, materials, architectural, engineering and survey contracts, agreements and data; all architectural, survey and engineering plans, drawings, specifications and data; all whether now owned or existing or hereafter acquired or arising, and all products and proceeds of the foregoing, including all insurance proceeds. Some of the items of personalty described herein are goods that are, or are to become, fixtures related to the property described herein, and it is intended that, as to those goods, this Indenture shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Premises are located. To the extent that any such Collateral shall be purchased by Debtor with the proceeds of the indebtedness secured hereby (the "Purchase Money Collateral"), Debtor hereby grants a purchase money security interest in the Purchase Money Collateral.

A certain lot or parcel of land situated on the northeasterly side of Depot Road, so called, in the Town of Falmouth, County of Cumberland and State of Maine, being shown as Lot Two on a plan entitled, "ALTA/ACSM Urban Land Title Survey Plan Showing Two Lots" prepared for Topsfield/PK Properties by Sebago Technics, Inc. (STI job#98418) dated April 3, 1999, hereinafter referred to as "the Plan", said lot being more particularly described as follows:

Beginning at a 5/8 inch iron rebar to be set on the westerly corner of Lot One and the northeasterly sideline of said Depot Road as shown on the plan;

Thence N 43°-00'-20" W, by and along the northeasterly sideline of the Depot Road, a distance of 449.62 feet to a 5/8 inch iron rebar to be set at the southeasterly sideline of land now or formerly of Falmouth Memorial Post #164, as recorded in the Cumberland County Registry of Deeds in Book 1875, Page 79;

Thence N 54°-14'-42" E, by and along land now or formerly of Falmouth Memorial Post #164 and land now or formerly of the Town of Falmouth, as recorded in the Cumberland County Registry of Deeds in Book 2842, Page 118, a distance of 460.14 feet to a 1 inch iron pipe found 2 inches above the grade;

Thence N 54°-43'-04" E, by and along land now or formerly of the Town of Falmouth, as recorded in the Cumberland County Registry of Deeds, a distance of 125.11 feet to the northerly corner of described Lot Two marked by a 4 inch square granite monument 3 inches above grade with a 3/8 inch drill hole in top at land now or formerly of Key Bank of Maine, as recorded in the CCRD Book 11955, Page 198;

Thence S 39°-10'-33" E, by and along land now or formerly of Key Bank of Maine, a distance of 176.66 feet to a 5/8 inch iron rebar to be set;

Thence S 58°-14'-49" E, by and along said land now or formerly of Key Bank of Maine, a distance of 255.15 feet to a 5/8 inch iron rebar to be set on the westerly side of U.S. Route One at a non-tangential curve;

Thence southwesterly and turning more southerly along a curve to the left with a radius of 5757.578 feet by and along U.S. Route One, an arc length of 314.74 feet and a chord of S 27°-26'-46" W, 314.70 feet to a 5/8 inch iron rebar to be set;

Thence N 63°-41'-17" W, by and along the northeasterly side of Lot One, a distance of 265.36 feet to a 5/8 inch iron rebar to be set;

Thence S 25°-47'-05" W, by and along the northwesterly side of said Lot Two, a distance of 263.27 feet to a 5/8 inch iron rebar to be set on the easterly side of Depot Road at the point of beginning.

Meaning and intending to describe a certain lot or parcel of land containing 261,487 square feet, being Lot Two as shown on the Plan, said Lot Two being a portion of the land described in the instrument recorded in the Cumberland County Registry of Deeds in Book 12736, Page 308.

The foregoing premises are conveyed together with the benefits of certain rights and easements as set forth in a Reciprocal Easement Agreement and Declaration of Restrictions and between Falmouth Ventures, LLC and Dodge Route One Falmouth LLC recorded in said Registry in Book 15168, Page 265.