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QUITCLAIM DEED WITH COVENANT  
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WE, WILLIAM W. WHITCOMB, JR., and MARLENE B. WHITCOMB, both of Prospect, County of Waldo, State of Maine for consideration paid, GRANT to THE NEW HERMON MOUNTAIN, INC., a Maine Corporation with a mailing address of 126 George Road, Prospect, Maine 04981, with QUITCLAIM COVENANT, two certain lots or parcels of land together with any and all structures and improvements thereon, situated in Hermon, Penobscot County, Maine, and being more particularly described as follows:

1. All property with improvements described in a deed from Hermon Mountain to William W. Whitcomb, Jr., and Marlene B. Whitcomb, dated November 21, 1989, and recorded in Book 4562, Page 300 of the Penobscot County, Maine, Registry of Deeds; and
2. A deed from James S. Walker and Deborah S. Walker to William W. Whitcomb, Jr., and Marlene B. Whitcomb, by deed dated March 18, 2011, and recorded in Book 12431, Page 3 of the Penobscot County, Maine, Registry of Deeds.

This conveyance is made from the Grantors to a family Corporation for no consideration. By acceptance of this deed, the Grantee herein acknowledges that the premises being conveyed are subject to two mortgages, securing three loans:

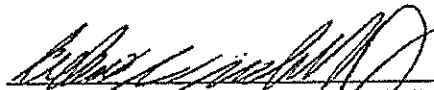
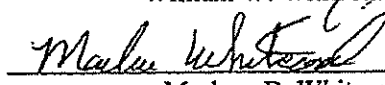
- A. Loan #100007197, a mortgage from William W. Whitcomb, Jr. and Marlene B. Whitcomb to UnitedKingfield Bank dated September 1, 2005, recorded at Book 10071, Page 246 of the Penobscot County Registry of Deeds securing a promissory note of that same date in the original principal amount of Four Hundred Thousand (\$400,000.00) Dollars, with a current balance of Two Hundred Eight Thousand Seven Hundred Thirty Three and 57/100 (\$208,733.57) Dollars; and
- B. Loan #100020801, a mortgage from William W. Whitcomb, Jr. and Marlene B. Whitcomb to Camden National Bank dated March 21, 2011, recorded at Book 12431, Page 5 of the Penobscot County Registry of Deeds securing a promissory note of that same date in the original principal amount of Sixty Five Thousand (\$65,000.00) Dollars, with a current balance of Forty Four Thousand One Hundred Forty Five and 48/100 (\$44,145.48) Dollars; and
- C. Loan #100030386, a promissory note dated June 9, 2014 in the original principal amount of Forty Five Thousand (\$45,000.00) Dollars, secured by the two above mortgages, with a current balance of Forty Thousand Nine Hundred Fifty Eight and 54/100 (\$40,958.54) Dollars, which notes and mortgages the grantee herein assumes and agrees to pay according to their terms

D. Loan # 100007731 , line of credit from William W. Whitcomb, Jr. and Marlene B. Whitcomb to UnitedKingfield Bank with a credit line up to \$40,000.00 dated October 31, 2005 and recorded in Book 10172, Page 222 of the Penobscot County Registry of Deeds. Said line of credit has a zero balance.

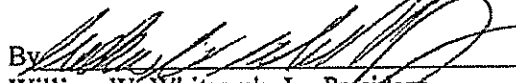
The New Hermon Mountain, Inc. signs below to indicate its acceptance of this deed and its agreement to assume and pay the above recited notes and mortgages according to their terms.

Camden National Bank, successor to United Kingfield Bank, signs below to indicate its consent to this transfer.

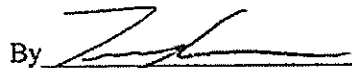
WITNESS our hands and seals this 31 day of December, 2014.

  
William W. Whitcomb, Jr.  
  
Marlene B. Whitcomb

THE NEW HERMON MOUNTAIN, INC.

By   
William W. Whitcomb, Jr., President

CAMDEN NATIONAL BANK,  
successor to UnitedKingfield Bank

By   
Tony Crews, Vice President

STATE OF MAINE  
Penobscot, ss.NOT  
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12/31, 2014

Then personally appeared the above named William W. Whitcomb, Jr., and Marlene B. Whitcomb, and acknowledged the foregoing instrument to be their free act and deed.

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Before me,  
My Commission Expires:PENNIE L. DUFF  
Notary Public - State of Maine  
My Commission Expires May 6, 2019

SEAL

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Notary Public  
Pennie L. Duff  
Print Name of Notary Public // Affix SealSTATE OF MAINE  
Penobscot, ss.

12/31, 2014

Then personally appeared the above named William W. Whitcomb, Jr., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of The New Hermon Mountain, Inc.

Before me,  
My Commission Expires:PENNIE L. DUFF  
Notary Public - State of Maine  
My Commission Expires May 6, 2019

SEAL

Notary Public  
Pennie L. Duff  
Print Name of Notary Public // Affix SealSTATE OF MAINE  
Penobscot, ss.

12/31, 2014

Then personally appeared the above named Tony Crews and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Camden National Bank.

Before me,  
My Commission Expires:PENNIE L. DUFF  
Notary Public - State of Maine  
My Commission Expires May 6, 2019Notary Public  
Pennie L. Duff  
Print Name of Notary Public // Affix Seal

No Transfer Tax Paid

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PENOBSCOT COUNTY, MAINE

Susan F. Bulay  
Register of Deeds

BK4562 PG300 . NOT AN OFFICIAL COPY 031781 COPY  
QUITCLAIM DEED WITH COVENANT  
HERMON MOUNTAIN, a Maine Corporation with place of

business in Hermon, Penobscot County, State of Maine, for consideration paid, grants to WILLIAM WHITCOMB, and MARLENE WHITCOMB, of Frankfort, Waldo County, State of Maine, with A L quitclaim covenant, as joint tenants, the land together with any buildings or improvements thereon in Hermon, Penobscot County, State of Maine, described as follows:

As described in schedule A attached

The Grantees' mailing address is .

IN WITNESS WHEREOF the said Hermon Mountain has caused this deed to be signed and sealed in its corporate name this 21st day of November, 1989.

WITNESSES:

HERMON MOUNTAIN

BY: Crystal E. Friedman (L.S.)  
ITS: President  
CRYSTAL E. FRIEDMAN

STATE OF MAINE  
COUNTY OF PENOBSCOT, ss

November 21, 1989

Then personally appeared the above-named CRYSTAL E. FRIEDMAN and acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of said corporation.

Before me,

Name:

Winfred A. Stevens  
Notary Public  
Attorney-at-Law

\*Maine Real Estate Transfer Tax Paid\*

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EXHIBIT A COPY

Certain lots or parcels of land with the buildings and improvements thereon, situated in Hermon, Penobscot County, Maine, bounded and described as follows:

**FIRST PARCEL:** Beginning at a stake on the west line of the road leading from Hermon Pond to Newburg at end in the line of land now or formerly owned by George W. Hopkins; thence North eighty-eight degrees West (N. 88° W.) on an by said Hopkins line one hundred seventeen (117) rods to a stake in the town line; thence North two degrees East (N. 2° E.) on said town line about sixty-four and one-half (64 1/2) rods to a stake; thence South about eighty-six degrees East (S. about 86° E.) one hundred thirty-eight (138) rods on and by land in the road line; thence southerly on and by the west line of said road to the place of beginning, containing forty-seven (47) acres, more or less.

EXCEPTING from the above-described First Parcel being hereby conveyed and not hereby conveying a certain lot or parcel of land conveyed by Clyde O. Patten to Willard J. Grant by warranty deed dated July 3, 1949, recorded in Penobscot County Registry of Deeds in Volume 1215, Page 49.

ALSO EXCEPTING from the above-described First Parcel being hereby conveyed and not hereby conveying a certain lot or parcel of land with the building thereon, being the personal residence of Albert M. Jackson, bounded and described as follows: Beginning on the west line of the Newburg Road leading from Hermon Pond to Newburg at a point located three hundred eighty-nine (389) feet, more or less, northeasterly on said road from the northeasterly corner of land now or formerly owned by Alton M. Fletcher; thence North sixty degrees West (N. 60° W.) two hundred eighty (280) feet, more or less, on land owned by Albert Jackson to a point; thence North twenty-three degrees East (N. 23° E.) three hundred (300) feet, more or less, on land owned by Albert Jackson to a point; thence North seventy-five degrees West (N. 75° W.) five hundred (500) feet, more or less, on land owned by Albert Jackson to a point; thence zero degrees North (0° N.) two hundred fourteen (214) feet, more or less, to the northerly boundary line of land of Albert M. Jackson; thence southeasterly along the line of said Albert M. Jackson to the westerly line of said Newburg Road; thence southwesterly along said road to the point of beginning.

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The conveyance of the above-described First Parcel is made SUBJECT to a perpetual easement given by Albert M. Jackson to Central Maine Power Company dated July 7, 1964, recorded in said Registry of Deeds in Volume 1966, Page 317.

SECOND PARCEL: Beginning at the northeast corner of the lot of land conveyed to Alton M. Fletcher by Walter J. Fletcher, by deed dated November 25, 1933, recorded in said Registry of Deeds in Volume 1071, Page 325 (which point is on the line dividing the Towns of Harmon and Carmel); thence generally southerly and along the westerly line of the above-described First Parcel being hereby conveyed a distance of fourteen hundred thirty (1430) feet, more or less, to a point; thence generally westerly and parallel with the said line dividing the Towns of Harmon and Carmel a distance of six hundred twenty (620) feet, more or less, to a point; thence generally northerly and parallel with the first described bound of the lot hereby being conveyed a distance of fourteen hundred thirty (1430) feet, more or less, to the line dividing the Towns of Harmon and Carmel; thence generally easterly along the line dividing the Towns of Harmon and Carmel a distance of six hundred twenty (620) feet, more or less, to the point of beginning.

THIRD PARCEL: Beginning at a stake which is located in the boundary line between land now or formerly of Alton M. Fletcher and Evelyn E. Fletcher and the above-described First Parcel being hereby conveyed and which stake is two hundred forty-nine (249) feet westerly, more or less, from the center of said Newburg Road; thence westerly along the southerly boundary line of the above-described First Parcel being hereby conveyed a distance of three hundred forty (340) feet, more or less, to a stake which is at the northwest corner of this parcel being conveyed and on the easterly line of the above-described Second Parcel being hereby conveyed; thence southerly by and along the easterly line of the above-described First Parcel being hereby conveyed a distance of six hundred twenty (620) feet, more or less, to a stake; thence easterly along the line of land now or formerly of Fay and Inez Tapley a distance of one hundred ninety-five (195) feet, to a stake; thence northerly along the line of land now or formerly of Colby Tapley and land now or formerly of Lloyd and Christine Chase a distance of two hundred seventy (270) feet, more or less, to a stake at the northwesterly corner of said land now or formerly of Lloyd and Christine Chase; thence westerly and parallel with the first described boundary line of this description and along the northerly line of said Chase land, a distance of one hundred fifty (150) feet, more or less, to a fence line; thence northerly and along a fence line, and parallel with the center line of said Newburg Road a distance of three hundred fifty (350) feet, more or less, to the point of beginning.

The conveyance of the above-described Third Parcel is made SUBJECT to an easement granted by Albert M. Jackson, et al, to New England Telephone and Telegraph Company dated December 3, 1966, recorded in said Registry of Deeds in Volume 2083, Page 52.

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EXCEPTING AND RESERVING from the above-described premises the following described lot or ~~piece~~ <sup>part</sup> of land, with the buildings and improvements thereon, viz:

Beginning on the westerly sideline of the Newburg Road, so-called, at a point where said westerly sideline of said Newburg Road is intersected by a rock wall, said point of intersection being marked by an iron pin and said rock wall being in common with the southerly line of the above-described First Parcel; thence westerly by and along said rock wall a distance of two hundred thirteen (213) feet, more or less, to an iron pin; thence North ten degrees East (N. 10° E.) a distance of one hundred four (104) feet, more or less, to an iron pin; thence North sixty-degrees East (N. 60° E.) a distance of ninety (90) feet, more or less, to an iron pin; thence North twenty-six degrees East (N. 26° E.) a distance of one hundred fifty (150) feet, more or less, to an iron pin; thence South forty-seven degrees East (S. 47° E.) a distance of one hundred eighty-seven and three tenths (187.3) feet, more or less, to an iron pin set on the westerly sideline of said Newburg Road; thence southerly along the westerly sideline of said Newburg Road a distance of two hundred (200) feet, more or less, to the point of beginning. Containing one and two tenths (1.2) acres, more or less.

FOURTH PARCEL: Beginning at a point where the centerline of Soudabrook Stream, so-called, intersects the southerly line of the road leading from Hermon Pond to Newburg; thence southwesterly by and along the southerly line of said road leading from Hermon Pond to Newburg one hundred eighty-five (185) feet; thence southeasterly on a line at right angles to said road one hundred twenty (120) feet; thence northeasterly by and along a line parallel with and one hundred twenty (120) feet distant from the southerly line of said road one hundred forty (140) feet, more or less, to the centerline of said stream; thence northwesterly by and along the centerline of said stream one hundred twenty-five (125) feet, more or less, to the point of beginning.

*Pump House*

ALSO HEREBY GRANTING as appurtenant to the premises, and every part thereof, conveyed from Albert M. Jackson to Mt. Hermon Ski Area, Inc. by deed dated August 1, 1972, recorded in said Registry of Deeds in Volume 2347, Page 149, and conveyed to the Grantor herein by Mt. Hermon Ski Area, Inc. by deed dated November 10, 1976, recorded in said Registry of Deeds in Volume 2699, Page 148, a perpetual easement to enter the following described properties with the necessary men and equipment to perpetually maintain, repair, replace or relay an existing water pipeline and to construct or lay and to perpetually maintain, repair,

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replace or relay additional water lines of varying sizes: A twenty (20) foot wide strip of land, the centerline of which follows an existing water pipeline running from the pump house located on the above-described parcel being hereby conveyed to the compressor house located on the land described in the above-said deed from Mt. Hermon Ski Area, Inc. to the Grantor herein, said centerline being more particularly described as follows: Commencing at the southwest corner of the pump house located at the above-described Fourth Parcel being hereby conveyed, which corner is approximately eighty-one (81) feet distant from the southerly line of the road leading from Hermon to Newburg as described along a line which is parallel with the westerly line of the above-described Fourth Parcel being hereby conveyed and which runs to said corner from a point on the southerly line of said road which is one hundred forty-nine (149) feet, more or less distant as described in a westerly direction by and along the southerly line of said road from the intersection of the southerly line of said road and the centerline of Snowedabscook Stream; thence South sixty degrees West (S. 60° W.) to the westerly line of the above-described Fourth Parcel of land being hereby conveyed and continuing South sixty degrees West (S. 60° W.) over, across and under land now or formerly of Albert M. Jackson and Barbara E. Jackson described in deed from Frances A. Weston and Ralph E. Bridges to Albert M. Jackson and Barbara E. Jackson dated April, 1961, recorded in said Registry of Deeds in Volume 1776, Page 118, and land now or formerly of Albert M. Jackson and Barbara E. Jackson described in deed from Bertrand A. Bryer, et al to Albert M. Jackson and Barbara E. Jackson dated September 25, 1967, recorded in said Registry of Deeds in Volume 2120, Page 288, a total distance of two hundred ninety-seven (297) feet; thence South forty degrees West (S. 40° W.) over, across and under said land of now or formerly of Albert M. Jackson and Barbara E. Jackson three hundred (300) feet, more or less, to the easterly line of said road; thence continuing under said road in a generally westerly direction to the westerly sideline of said road and the easterly line of the parcel of land which was excepted and reserved unto Albert M. Jackson in deed from Albert M. Jackson to Mt. Hermon Ski Area, Inc., dated August 1, 1972, recorded in said Registry of Deeds in Volume 2247, Page 149; thence South fifty-seven degrees West (S. 57° W.) three hundred twenty-five (325) feet, more or less, to the land conveyed from Mt. Hermon Ski Area, Inc. to the Grantor herein by deed dated November 10, 1976, recorded in said Registry of Deeds in Volume 2659, Page 148 (said land being the same premises conveyed by Albert M. Jackson to Mt. Hermon Ski Area, Inc. by the aforesaid deed dated August 1, 1972, recorded in said Registry of Deeds in Volume 2247, Page 149). The centerline of said pipeline as presently existing continues on the same course South fifty-seven degrees West (S. 57° W.) to the compressor house located on the premises conveyed by Mt. Hermon Ski Area, Inc. to the Grantor herein by deed dated November 10, 1976, recorded in said Registry of Deeds in Volume 2659, Page 148.

Being the same premises described in a deed from Hermon Mountain Ski Area to Hermon Slope dated March 12, 1984, and recorded in the Penobscot County Registry of Deeds in Volume 3500, Page 354.

This conveyance is subject to and subordinate to those certain mortgages given by Hermon Mountain Ski Area to Small Business Administration dated August 12, 1980, and recorded in the Penobscot Registry of Deeds, Book 3111, Page 119, and by Hermon Mountain to Key Bank of Maine, under the name of Key Bank of Eastern Maine, as Mortgagee, dated April 14, 1986, and recorded in the Penobscot Registry of Deeds in Book 3803, Page 211.

PENOBSCOT. ss REC'D

69 NOV 26 PM 12:51

FILED:  
Cynthia G. Goss  
REGISTER

-4-

Att:  
Rudman + Winnell

Front Parcel

map 11 - lot 4-001

Bk 12431 Pg 3 #7198  
03-21-2011 @ 03:49P

N O T N O T  
A N W A R R A N T Y D E E D N  
O F F I C I A L O F F I C I A L

JAMES S. WALKER and DEBORAH S. WALKER of Hermon, County of Penobscot, State of Maine, for consideration paid, grants to WILLIAM W. WHITCOMB, JR, and MARLENE B. WHITCOMB of 126 George Road, Prospect, County of Waldo, State of Maine, with warranty covenants, as joint tenants, a certain lot or parcel of land situated on the northwesterly side of the Newburgh Road, in the Town of Hermon, County of Penobscot, State of Maine, the bounds of which being more particularly described as follows: C O P Y

Beginning at a  $\frac{5}{8}$ " capped iron rod set in the northwesterly sideline of the Newburgh Road, said point of beginning being situated South  $32^{\circ} 00' 00''$  West, as measured along the northwesterly sideline of the Newburgh Road, a distance of 317.87 feet from a  $\frac{5}{8}$ " capped (PLS #324) iron rod found at the northeasterly corner of land of the grantor, James S. Walker and Deborah S. Walker, as described in a warranty deed from Eric C. Jackson, et al dated July 31, 1998, recorded in Book 6772, Page 302 of the Penobscot County Registry of Deeds;

THENCE, South  $32^{\circ} 00' 00''$  West, along the northwesterly sideline of the Newburgh Road, a distance of 259.13 feet to a point in the generally northerly line of land of William Whitcomb, Jr. and Marlene Whitcomb as described in a quitclaim deed from Hermon Mountain Corporation dated November 21, 1989, recorded in Book 4562, Page 300;

THENCE, North  $60^{\circ} 00' 00''$  West, along the generally northerly line of said land of Whitcomb, a distance of 247.00 feet to a point;

THENCE, North  $23^{\circ} 00' 00''$  East, along the easterly line of said land of Whitcomb, a distance of 300.00 feet to a  $\frac{5}{8}$ " capped iron rod set at the easterly corner thereof;

THENCE, South  $52^{\circ} 26' 52''$  East, a distance of 295.16 feet to the point of beginning.

The parcel herein described containing 1.72 acres, more or less, is a portion of the premises conveyed to James S. Walker and Deborah S. Walker by warranty deed from Eric C. Jackson, et al dated July 31, 1998, recorded in Book 6772, Page 302 of the Penobscot County Registry of Deeds.

All iron rods set have surveyor's identifying caps marked "CES Inc. - Brewer, ME, PLS #2292".

This conveyance is made subject to the property taxes assessed against the premises which said taxes are to be prorated between the parties hereto as of the date of delivery of this deed in accordance with 36, M.R.S.A. §558.

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 WITNESS my hand this 18<sup>th</sup> day of March, 2011

  
 G. K. Collin  
 Solicitor  
 Chamberlins

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Witness

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 James S. Walker

Deborah S. Walker

STATE/COUNTRY OF CHAMBERLINS  
 COUNTY OF 14-15 HIGH STREET  
 HITCHIN, HERTS.  
 SG5 1AT VK

18<sup>th</sup> March, 2011

Personally appeared the above-named James S. Walker and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
 G. K. Collin  
 Solicitor  
 Chamberlins

Notary Public

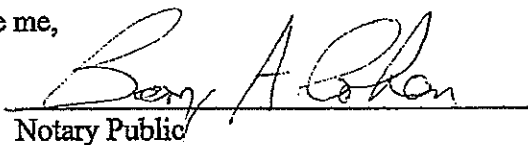
CHAMBERLINS  
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 HITCHIN, HERTS.  
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 Type or Print Name

STATE OF MAINE  
 COUNTY OF PENOBSCOT

March 21, 2011

Personally appeared the above-named Deborah S. Walker and acknowledged the foregoing instrument to be her free act and deed.

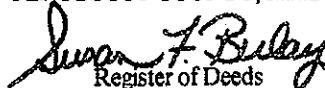
Before me,

  
 Barry A. Cohen  
 Notary Public

Maine Real Estate  
 Transfer Tax Paid

BARRY A COHEN  
 Type or Print Name

PENOBSCOT COUNTY, MAINE

  
 Susan F. Bulley  
 Register of Deeds