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**WARRANTY DEED
FRACTIONAL INTEREST IN RIVERWALK AT LOON MOUNTAIN, A
CONDOMINIUM
Lincoln, New Hampshire**

KNOW ALL PERSONS BY THESE PRESENTS THAT Jarrod H. Fullerton and Taylor Fullerton, Husband and Wife, having an address of 495 Sheridan Road, Moultonborough, NH 03254 ("Grantor"), grants to **Steven D. Bearak and Michelle Bearak**, Husband and Wife having an address of 2 Leighton Road, Wellesley, MA 02482 ("Grantee"), for good and valuable consideration, receipt of which is hereby acknowledged, as Joint Tenants with Rights of Survivorship, with WARRANTY COVENANTS:

Those certain condominium units located in the Town of Lincoln, County of Grafton and State of New Hampshire, more particularly bounded and described as follows:

Three (3) One Sixth Fractional Interests in Condominium Unit No. 201/203 and the Use Periods I, II and III, as identified on the Seasonal Owner Usage Calendar comprising the (Winter) Seasonal Block (in Exhibit B) and corresponding Fractional Percentage Interest assigned to said Fractional Interest (in Exhibit C), as such Fractional Interest and Fractional Percentage Interest are established under and defined, described and identified by that certain "Supplemental Declaration of Fractional Ownership of RiverWalk at Loon Mountain, A Condominium" recorded June 1, 2016 and recorded in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended by that certain First Amendment to Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, a Condominium, dated May 24, 2017 recorded at Book 4287, Page 0657 in said Registry ("First Amendment") as further amended from time to time (the "Fractional Declaration"), which entitles the Grantee to exclusive occupancy of said Condominium Unit during said Use Period, which Condominium Unit was established under and defined, described and identified by that certain "Declaration of RiverWalk at Loon Mountain, A Condominium" dated May 31, 2016 and recorded in the Grafton County Registry of Deeds at Book 4209, Page 26, as may be amended from time to time ("Condominium Declaration") and to use in common with others the Common Area of RiverWalk at Loon Mountain, A

Condominium, subject to the terms and conditions of ownership and occupancy under the Fractional Declaration and Condominium Declaration.

Said Condominium is established pursuant to NH RSA 356-B and is shown on the site and floor plans of RiverWalk at Loon Mountain, A Condominium, recorded as Plan Nos. 15089 and 15090 in the Grafton County Registry of Deeds.

Together with all rights, easements and other privileges appurtenant to such Fractional Interest under the Fractional Declaration and appurtenant to said Unit at RiverWalk at Loon Mountain, A Condominium, but subject to any and all covenants, conditions, restrictions, burdens and other matters set forth in both the Fractional Declaration and the Condominium Declaration, including but not limited to a Right of First Refusal and in matters of record affecting title to the submitted land under Exhibit A to the Condominium Declaration.

Meaning and intending to convey the property conveyed to the grantor by virtue of a deed dated July 28, 2016 and recorded at Book 4223, Page 410 in the Grafton County Registry of Deeds.

Witness our hands and seals this 8th day of October, 2020.

Jarrod H. Fullerton
Jarrod H. Fullerton

Taylor Fullerton
Taylor Fullerton

STATE OF New Hampshire
COUNTY OF Hillsborough

On this 8th day of October, 2020, personally appeared, Jarrod H. Fullerton and Taylor Fullerton, to acknowledge the foregoing instrument to be their free act and deed before me.



Lori E. Harnett
Notary Public
My Commission Expires: _____

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
UNITED TITLE AND ESCROW SERVICES, LLC
1892 ELM STREET
MANCHESTER, NH 03104
PHONE: (603) 792-1905



Policy Number **OX-13383314** File Number: **2020-4785**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS


SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 (i) to be timely, or
 (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;
 (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or
 (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



SCHEDULE A

2006 ALTA OWNER'S POLICY

Name and Address of Title Insurance Company:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

File No. : 2020-4785

Policy No.: OX-13383314

Loan No.:

Loan Policy No.: * NONE *

Address Reference: 22 S. Mountain Drive - U 201/203 I, II,
III, Lincoln NH 03251

Date of Policy: October 14, 2020 at 9:05 AM

Amount of Insurance: \$275,000.00

1. **Name of Insured:**
Steven D. Bearak and Michelle Bearak
2. **The estate or interest in the Land that is insured by this policy is: Fee Simple**
3. **Title is vested in:**
Steven D. Bearak and Michelle Bearak by virtue of a deed dated October 14, 2020 and recorded in the Grafton County Registry of Deeds at Book 4564 and Page 489.
4. **The Land referred to in this Policy is encumbered by the following mortgage, or trust deed and assignments:**
5. **The Land referred to in this policy is described as follows:**

All of the land, or interest in the land, situated at 22 S. Mountain Drive - U 201/203 I, II, III, Lincoln, Grafton County, State of New Hampshire, all more particularly described at Exhibit A attached hereto and made a part hereof.

Countersigned:

Old Republic National Title Insurance Company

By 

AUTHORIZED OFFICER OR AGENT
United Title and Escrow Services, LLC

ALTA Owner's Policy (6/17/06)

This Policy incorporates the provisions of the ALTA 2006 Owner's Policy Form
and is valid only if all Schedules of the Owner's Policy are attached.



Old Republic National Title Insurance Company

File No. 2020-4785

Policy No. OX-13383314

Loan Policy No.: * NONE *

SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

- a. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of the individual insured.
- b. The mortgage, if any, referred to in Item 4 of Schedule A hereof.

NOTE: As used herein recorded shall mean recorded with the Grafton County (New Hampshire) Registry of Deeds.

1. Rights or claims of parties and/or persons in possession.
2. Any encroachment, encumbrance, violation variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey and personal inspection of the Land.
3. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Liens for real estate taxes assessed for that portion of the fiscal year and subsequent years not yet due and owing, and for unpaid water, sewer and/or other municipal charges, if any.

Note: This policy insures that taxes are paid through the date of closing.

5. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.
6. This policy does not insure the accuracy of any statements of area or acreage appearing in the insured description.
7. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the Condominium Act of the State of New Hampshire R.S.A. Chapter 356-B or set forth in the Declaration of Condominium referenced in Exhibit A hereof, as amended of record, in the related By-Laws, Rules and Regulations and site and floor plans, in any instrument creating the estate or interest insured by this policy and in any of the instruments aforesaid.
8. All matters noted and depicted on an unrecorded Plan entitled "Riverwalk, Phase 1 Site Plans, Lincoln, New Hampshire," prepared by Hoyle, Tanner & Associates, Inc., dated 7/14/14, Pages CO through C15B (the "Plan") including General Notes 1-31, Drainage Notes 1-8, Utility Notes 1-18, Stormwater Maintenance Plan 1-4, Earthwork and Grading Notes 1-7, Exterior Lights 1-8 and Erosion Control 1, all as of the date of the Plan including all existing conditions depicted thereon, the rights of the public and others with respect to any portion abutting or upon the east branch of the Pemigewasset River, all wetlands, wet areas, utility notes and equipment, transformers, underground tanks, internal roads, existing structures and foundations, piping, sewer, shoreland setbacks, easements, manholes, drain lines, water lines and all other matters noted and depicted thereon.
9. Rights of public and others in and to the natural flow of the Pemigewasset River, and all streams, brooks and wetlands affecting the Premises.

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Old Republic National Title Insurance Company

File No. 2020-4785

Policy No. OX-13383314

Loan Policy No.: * NONE *

SCHEDULE B EXCEPTIONS FROM COVERAGE

10. Covenants, conditions, reservations, rights, rights-of-way and easements set forth in Warranty Deed dated September 4, 1986 from Franconia Investment Associates to CMB Construction Company, Inc., recorded in the Grafton County Registry of Deeds (hereinafter "Registry") at Book 1621, Page 144.
11. Easements, rights, and rights-of-way connected with the municipal water system described in deed dated April 20, 1928 from Parker-Young Company to the Town of Lincoln, recorded in the Registry at Book 641, Page 142.
12. Easements, rights and rights-of-way connected with the municipal sewer system described in deed from Parker-Young Company to the Town of Lincoln dated March 8, 1928, recorded in the Registry at Book 738, Page 275.
13. Rights-of-Way described in deed dated September 21, 1966 from Franconia Paper Corporation to the Town of Lincoln relating to the Town's "white water plant," recorded in the Registry at Book 1052, Page 279.
14. Utility easements described in deed from Franconia Paper Corporation to the Town of Lincoln dated December 20, 1967, recorded in the Registry at Book 1066, Page 103.
15. Sewer Easement from Franconia Paper Corporation to the Town of Lincoln dated October 14, 1969 and recorded in the Registry at Book 1101, Page 190.
16. Utility easement for the benefit of New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph Company described in deed dated June 22, 1971 from Green Acres Woodlands, Inc. to Franconia Manufacturing Corporation, recorded in the Registry at Book 1144, Page 114.
17. Easement and release described in instrument dated August, 174 from Cycle-All Pulp Corporation and Penstock Corporation and Penstock Corporation of the Town of Lincoln, recorded in the Registry at Book 1231, Page 87.
18. Easements, rights, and rights-of-way described in deed dated October 9, 1946 from Parker-Young Company to Marcalus Manufacturing Company, Inc. recorded in the Registry at Book 742, Page 431.
19. Declaration of Cross Easements dated September 4, 1986, by and among Lincoln Mill Associates, Lincoln Inn Associates, Millfront Associates, Franconia Investment Associates and CMB Construction Company, Inc. recorded September 18, 1986 in the Registry at Book 1621, page 163. And also the Agreement among Franconia Investment dated November 12, 1987 and recorded in the Registry on December 11, 1987, Book 1713, Page 782.
20. Easements set forth in quitclaim deed of Lincoln Inn Associates et als to Loon Mountain Recreation Corporation and Loon Realty Corp. conveying easements and rights-of way dated September 15, 1986 and recorded October 24, 1986 in the Registry at Book 1628, Page 873.
21. Utility easement from Lincoln Mill Associates to New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph, Inc. dated November 15, 1984, recorded in the Registry at Book 1536, Page 468.
22. Utility easement conveyed by Franconia Paper Corporation to New Hampshire Electric Cooperative, Inc. and New England Telephone and Telegraph Company by Quitclaim Deed dated June 18, 1971, recorded in the Registry at Book 1144, Page 51.
23. Utility easement conveyed by New England Pulp & Paper to New Hampshire Electric Cooperative, Inc. and New England

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- Telephone and Telegraph Company by Quitclaim Deed dated November 5, 1976, recorded in the Registry at Book 1296, Page 700.
24. Utility easement conveyed by Franconia Investment Corporation to New England Telephone and Telegraph Company and N.H. Electric Cooperative, Inc. recorded September 28, 1988, in the Registry at Book 1764, Page 104.
 25. Subject to conditions stated in the Warranty Deed of Franconia Investment Associates to Lincoln Mill Associated dated December 11, 1984, recorded in the Registry at Book 1528, Page 599.
 26. Subject to the duties pertaining to the repair, maintenance and plowing of the roadways and curbs shown on Plan #11011 and as set forth in the Agreement between Lincoln Mill Associates; Millfront Associates and Lincoln Inn Associates dated April 21, 2003, recorded in the Registry at Book 2808, Page 807, and all matters noted and depicted thereon and therein.
 27. Subject to the matters set forth in the deed from Franconia Investment Associates to Lincoln Inn Associates recorded in the Registry at Book 1568, Page 714.
 28. Subject to the matters set forth in the deed from Lincoln Mill Associates to Millfront Associates recorded in the Registry at Book 2808, Page 794 and in the deed from Lincoln Inn Associates to Millfront Associates recorded in the Registry at Book 2808, Page 798.
 29. Agreement between Lincoln Mill Associates, Millfront Associates and Lincoln Inn Associates, dated 4/21/2003 and recorded at Book 2808, Page 807 in the Registry.
 30. Subject to all matters set forth in deed dated July 2, 1985 from Franconia Investment Associates to Millfront Associates recorded in the Registry at Book 1549, Page 740.
 31. All matters noted and depicted on the Plan entitled, "Property of Franconia Investments Associates Parcel J, Parcel K and portions of Parcel E Lincoln, New Hampshire Boundary Survey Map 16 Parcels 310.6, 310.12, and 310.13" by Thaddeus Thorne Surveys Inc. dated drawn July 8, 2006 as drawing #06-30, recorded as Plan No. 12737 in the Registry.
 32. Subject to easement from Franconia Investment Corporation to New England Telephone and Telegraph Company dated March 5, 1997, and recorded in the Registry Book 2242, Page 897 (Parcel K).
 33. Memorandum of Agreement by and between North Country Center for the Arts and Southern Peaks Development, LLC dated December 21, 2007, recorded in the Registry in Book 3495, Page 553 as modified by the Modification and Partial Termination of the Memorandum of Agreement dated July 9, 2014 and recorded at the Registry in Book 4071, Page 566.
 34. Easement granted by Southern Peaks Development, LLC to Heritage Operating L.P. d/b/a Franconia Gas recorded in the Registry at Book 3655, Page 988 on October 27, 2009.
 35. Right of Easement granted by Southern Peaks Development, LLC to New Hampshire Electric Cooperative, Inc. and Northern New England Telephone Operations LLC recorded in the Registry at Book 3659, Page 460 on November 6, 2009.
 36. Easement Agreement between Southern Peaks Development, LLC, Southern Peaks Realty, LLC and the South Mountain Condominium Owners Association recorded in the Registry at Book 3684, Page 310 on March 3, 2010.

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SCHEDULE B EXCEPTIONS FROM COVERAGE

37. Trail Easement Deed from Southern Peaks Development, LLC to The Town of Lincoln recorded in the Registry at Book 3706, Page 259 on June 9, 2010.
38. Voluntary Lot Merger of the Town of Lincoln dated June 22, 2011, recorded in the Registry at Book 3803, Page 738.
39. Permanent easement and right of way set forth in Warranty Deed dated September 4, 1986 from Lincoln Inn Associates to CMB Construction Company, Inc., recorded in the Registry on September 18, 1986 in Book 1621, Page 149 and as shown on Plan #11011.
40. Terms and conditions as set forth in the Deed of Easement and Agreement, Parking Easement granted by North Country Center for the Arts to Riverwalk at Loon Mountain, LLC dated 1/20/2015 and recorded in the Registry at Book 4110, Page 249.
41. Easement to New Hampshire Electric Cooperative, Inc. and Northern New England Telephone Operations, LLC d/b/a Fairpoint Communications â€ˆ NNE dated 10/9/2014 and recorded at Book 4122, Page 842 in the Registry.
42. Notice of Activity and Use Restriction Riverwalk at Loon Mountain dated 1/26/2016 and recorded at Book 4187, Page 452 in the Registry.
43. Certificate of Registration dated 11/12/2014 and recorded at Book 4094, Page 887 in the Registry.
44. Terms, conditions and obligations set forth in a lease dated 1/6/2016 by and between HGP Caf©, LLC and Riverwalk at Loon Mountain, LLC, as affected by a Collateral Assignment of Leasehold Rights dated 4/19/2016 and recorded at Book 4199, Page 545 in the Registry.
45. Facts, matters, easements and notations set forth on Plan No. 11011, Plan No. 12737, Plan No. 15035, Plan No. 15089 and Plan No. 15090 recorded in the Registry.
46. Declaration of Riverwalk at Loon Mountain, A Condominium dated May 31, 2016 and recorded at Book 4209, Page 26 in the Registry.
47. Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium dated May 31, 2016 and recorded at Book 4209, Page 84 in the Registry.
48. Amended Certificate of Registration dated 6/2/2016 and recorded at Book 4211, Page 850 in the Registry.
49. Property taxes for fiscal year 2020-21.
50. This policy does not insure against any loss by reason of the holdover or unauthorized occupancy by other owners of an interest in the Unit and Week(s) described in the Instruments hereby insured or by the Association, Developer, Declarant, its lessees or other third parties. It is further understood that the property insured hereby is an undivided interest and there is excepted from this property any rights, title or interest of the other tenants in common. This Policy does not cover the representation of the insured, nor the payment of court costs relating thereto, in any litigation for partition or for enforcement of any other rights, title or interest of such tenants in common

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EXHIBIT A Legal Description

A certain condominium unit located in the Town of Lincoln, County of Grafton and State of New Hampshire, more particularly bounded and described as follows:

Three (3) One Sixth Fractional Interests in Condominium Unit No. 201/203 and the Use Periods I, II and III, as identified on the Seasonal Owner Usage Calendar comprising the (Summer) Seasonal Block (in Exhibit B) and corresponding Fractional Percentage Interest assigned to said Fractional Interest (in Exhibit C), as such Fractional Interest and Fractional Percentage Interest are established under and defined, described and identified by that certain "Supplemental Declaration of Fractional Ownership of RiverWalk at Loon Mountain, A Condominium" recorded June 1, 2016 and recorded in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended by that certain First Amendment to Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, a Condominium, dated May 24, 2017 recorded at Book 4287, Page 0657 in said Registry ("First Amendment") as further amended from time to time (the "Fractional Declaration"), which entitles the Grantee to exclusive occupancy of said Condominium Unit during said Use Period, which Condominium Unit was established under and defined, described and identified by that certain "Declaration of RiverWalk at Loon Mountain, A Condominium" dated May 31, 2016 and recorded in the Grafton County Registry of Deeds at Book 4209, Page 26, as may be amended from time to time ("Condominium Declaration").

Said Condominium is established pursuant to NH RSA 356-B and is shown on the site and floor plans of RiverWalk at Loon Mountain, A Condominium, recorded as Plan Nos. 15089 and 15090 in the Grafton County Registry of Deeds.

Together with all rights, easements and other privileges appurtenant to such Fractional Interest under the Fractional Declaration and appurtenant to said Unit at RiverWalk at Loon Mountain, A Condominium, but subject to any and all covenants, conditions, restrictions, burdens and other matters set forth in both the Fractional Declaration and the Condominium Declaration, including but not limited to a Right of First Refusal and in matters of record affecting title to the submitted land under Exhibit A to the Condominium Declaration.

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