


Upon recording please return to:  
Cleveland, Waters and Bass, P.A.  
Two Capital Plaza, 5<sup>th</sup> floor  
PO Box 1137  
Concord, New Hampshire 03302-1137

Doc # 1901449      04/24/2019 11:09:35 AM  
Book 1509 Page 902      Page 1 of 7  
Register of Deeds, Coos County

  
LCHIP      COA40002      25.00

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**MORTGAGE**

**J.W. CHIPPING CORP.**, a New Hampshire corporation, and **DOUGLAS INGERSON D/B/A CHICK'S SAND & GRAVEL** (collectively, jointly and severally, and with their permitted successors and assigns, the "**Mortgagor**"), having a mailing address of 104 Douglas Drive, Bethlehem, New Hampshire 03574, FOR CONSIDERATION PAID, hereby GRANT to **NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.**, a Virginia corporation, having a mailing address of P.O. Box 866, Rutland, Vermont 05702, and its successors and assigns (each of which, the "**Mortgagee**") with MORTGAGE COVENANTS, to secure the Mortgagor's performance of its obligations pursuant to a certain Access Agreement and Option to Purchase Real Estate between Mortgagor and Mortgagee, dated December 11, 2018, as amended by the First Amendment to such agreement dated as of April 23, 2019 (as amended, the "**Option Agreement**"), including without limitation the repayment of the Initial Option Payment made, in the amount of up to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), at the times and in the manner as provided in the Option Agreement, and also to secure the performance of all covenants and agreements contained herein and in the Option Agreement and any and all renewals, extensions and amendments thereto, certain real property located in the Town of Dalton, Coos County, New Hampshire, and the Town of Bethlehem, Grafton County, New Hampshire, as described in Exhibit A attached hereto and made a part hereof (collectively, the "**Premises**").

Mortgagor covenants and agrees with the Mortgagee as follows:

1. Mortgagor shall pay prior to the time when interest starts to accrue all taxes, charges, assessments, special or betterment assessments, and all water and sewer charges assessed on all or any portion of the Premises or on any interest therein.
2. Mortgagor shall keep the Premises in good repair, order, and condition, and not to commit or suffer any strip or waste thereof or any violation of any law or ordinance affecting the same or the use thereof (any such use prohibited or enjoined by any public official or court being conclusively deemed a violation for purposes of this mortgage), or any act thereon tending to harm the Premises whether or not such act may constitute waste.

3. Mortgagor shall keep all structures on the Premises insured against fire and such other hazards as Mortgagee may from time to time require, copies of all policies of such insurance or certificates thereof to be delivered to Mortgagee, if Mortgagee so requests, and to be in an amount not less than the replacement value thereof (and hereby irrevocably grants to Mortgagee, in the event of foreclosure, full authority as Mortgagor's true and lawful attorney-in-fact, coupled with an interest, with full power of substitution, to cancel such insurance and retain the return premiums thereof or to transfer such insurance to any person or persons claiming title to the Premises or any part thereof by virtue of foreclosure proceedings). Mortgagor shall give the Mortgagee prompt notice of any damage to or destruction of any portion of the Premises. In the event of total loss of the Premises by fire or other hazard, any insurance proceeds or part thereof paid shall be applied to reduction of the indebtedness secured hereby, whether due or not. In the event of partial loss of the Premises by fire or other hazard, any insurance proceeds or part thereof paid shall be applied to reduction of the indebtedness secured hereby, whether due or not, or to the restoration or repair of the Premises, the choice of application to be at the discretion of the Mortgagor.

4. In case of a taking of the Premises or any part thereof by any public authority pursuant to the power of eminent domain, the proceeds of all judgments and awards of damages and of all settlements made by the parties in interest, shall be applied first to payment of property taxes then outstanding, and then to reduction of the indebtedness secured hereby, whether due or not.

5. Mortgagor shall permit Mortgagee or Mortgagee's representative to examine the Premises at any reasonable time upon reasonable prior notice to the Mortgagor.

6. In case of any failure to pay any sum due hereunder or under the Option Agreement, or in the event any default in any covenant or condition of this Mortgage or other agreements herein referred to, if any, shall exist after notice thereof and period for curing such default has expired, then: (i) the entire mortgage debt shall become immediately due and payable at the option of Mortgagee; (ii) Mortgagee shall have the right to enter immediately upon and take possession of the Premises without consent of the owner thereof and without the commencement of any action to foreclose this mortgage; (iii) Mortgagee shall have the further right, with or without such possession, to collect and receive all rents, issues, and profits arising out of or in connection with the Premises and to apply the same (after the payment of all necessary charges and expenses in connection with the operation of the Premises, including any managing agent's commission) toward any sums due Mortgagee under the terms hereof and of the Option Agreement; and (iv) Mortgagee, to cure such default, may apply any deposits or any sums credited by or due from Mortgagee to Mortgagor (without being first required to enforce any other rights of Mortgagee against Mortgagor, or against the Premises).

7. In the event that title to any portion of the Premises, or any other interest therein, becomes vested in anyone other than Mortgagor, then the entire mortgage debt shall, at the option of Mortgagee, become due and payable on demand; however, Mortgagee may without notice to Mortgagor deal with such successor in interest with reference to this Mortgage, the Premises and the debt hereby secured, in the same manner as with Mortgagor, without in any

way discharging the liability of the Mortgagor or of any endorser or guarantor under this Mortgage or upon the debt hereby secured.

8. No forbearance on the part of Mortgagee, and no change, modification or extension, whether oral or in writing of the time or manner for the payment of the whole or any part of the debt hereby secured, or any other indulgence given by Mortgagee to any persons other than Mortgagor, shall operate to release or in any manner affect the original liability of Mortgagor or of any endorser or guarantor, notice of any such change, modification, extension, or indulgence being waived.

9. Notice of any foreclosure sale shall be published in a newspaper as required by law. The proceeds of any such sale shall be charged with all expenses thereof, including, without limitation, attorney's fees, appraisal costs, advertising costs and auctioneer's commissions and expenses.

10. Mortgagee is authorized to: (i) pay all taxes, charges, assessments, and water and sewer charges with interest, costs and charges accrued thereon, which may at any time be a lien upon the Premises or any part thereof; (ii) pay the premiums for any policies of insurance required hereunder; (iii) incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted including, without limitation, expenses for repairs to the Premises and attorneys' fees in connection with the enforcement or protection of any right or interest of Mortgagee hereunder and under the Option Agreement; (iv) pay any sums required in order to obtain a discharge of any security interest of others in any equipment, fixtures, or materials comprising part of the Premises, all in the event that such payments have not been made by Mortgagor as herein provided; (v) add all amounts so paid to the principal sum secured hereby; and (vi) apply to any of the foregoing purposes or to the repayment of any amounts so paid by Mortgagee any sums held hereunder by Mortgagee. In the event that Mortgagee pays any property taxes prior to the time by which Mortgagor is required to pay such taxes pursuant to paragraph 1 hereof, Mortgagor shall not thereby be deemed in breach of any of the covenants or agreements in this Mortgage.

11. Mortgagee in the exercise of the power of sale herein given may sell the entire Premises or any part thereof, in any order, and in any location, as elected by Mortgagee in its sole discretion; and in case Mortgagee elects to sell in parcels the sales of such parcels may be held from time to time and the power of sale granted hereunder shall not be exhausted until all of the Premises not previously released shall have been sold or all amounts secured hereby have been paid.

12. The Premises (or any portions thereof) shall not be sold or assigned or subjected to any further easement, lien, mortgage or encumbrance, even if said easement, lien, mortgage or encumbrance is junior to the lien of the Mortgagee, without Mortgagee's prior express written consent.

NOTICE IS HEREBY GIVEN that for purposes of RSA 479:3 this mortgage secures a maximum amount equal to the Initial Option Payment as set forth in the Option Agreement, plus applicable late charges, plus any advances made to protect the security of this mortgage, plus

foreclosure costs and expenses, including, without limitation, attorney's fees plus any other costs and expenses authorized by this mortgage or the Option Agreement.

The word "holder" as used herein shall be construed as descriptive of the Mortgagee named herein and of any subsequent holder or holders hereof; the word "Mortgagor" as used herein shall be construed as descriptive of Mortgagor named herein and of any subsequent owner or owners of the equity of redemption of the Premises; and all of the covenants and agreements of Mortgagor herein contained as joint and several if Mortgagor is more than one person and shall be binding upon the heirs, executors, administrators, successors and assigns of Mortgagor.

This MORTGAGE is upon the STATUTORY CONDITIONS, and upon the further conditions that all covenants and agreements of Mortgagor contained herein and in the Option Agreement secured hereby shall be kept and fully and timely performed and that no breach of any of the conditions specified herein shall be permitted; for any breach of which conditions the holder hereof shall have, in addition to all other rights and remedies available to it, the STATUTORY POWER OF SALE.

The Mortgagor waives all rights of homestead in the Premises.

EXECUTED on this 23 day of April, 2019.

MORTGAGOR:

J.W. CHIPPING CORP.

[Signature]  
Witness

By: [Signature]  
Name: Douglas Ingerson  
Its: President

[Signature]  
Witness

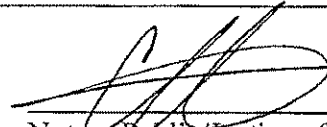
[Signature]  
Douglas Ingerson, Individually and d/b/a Chick's Sand & Gravel

STATE OF New Hampshire  
COUNTY OF Merrimack

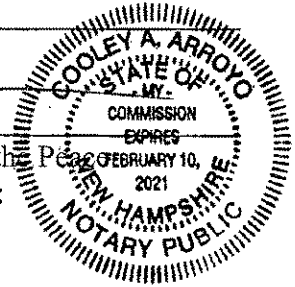
This instrument was acknowledged before me on this 23 day of April, 2019, by Douglas Ingerson, as President, on behalf of **J.W. CHIPPING, INC.** The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, Kevin A. Roy (name of witness), the witness being personally known to me OR
- The following identification documents:

- Driver's License
- Passport
- Other: \_\_\_\_\_



Notary Public/Justice of the Peace  
My Commission Expires:

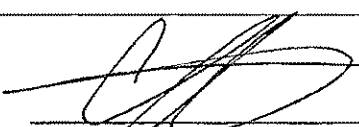


STATE OF New Hampshire  
COUNTY OF Merrimack

This instrument was acknowledged before me on this 23 day of April, 2019, by Douglas Ingerson, individually and d/b/a Chick's Sand & Gravel. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, Kevin A. Roy (name of witness), the witness being personally known to me OR
- The following identification documents:

- Driver's License
- Passport
- Other: \_\_\_\_\_



Notary Public/Justice of the Peace  
My Commission Expires:

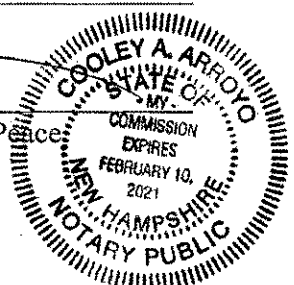


EXHIBIT A

LEGAL DESCRIPTION OF DALTON TAX MAP 406 LOT 2.1

A certain tract or parcel of land located in the Town of Dalton, Coos County, New Hampshire, shown as "Dalton TM 406 – Lot 2.1" on the plan entitled "A Survey of Land for J. W. Chipping Inc. [sic], TM 406 Lot 2.1, Douglas Drive, Coos County, Dalton, New Hampshire," dated April 2019 and prepared by Horizons Engineering, and recorded or to be recorded in the Coos County Registry of Deeds. Said Dalton TM 406 – Lot 2.1 is more particularly bounded and described as follows:

Beginning at a stone pile found painted blue, said stone pile being the southwesterly corner of land now or formerly of the State of New Hampshire and the northeasterly corner of the land herein being conveyed; thence S33°46'47"E a distance of 2,936.65 feet along lands of J.W. Chipping, Inc. to a point; thence S55°20'14"W a distance of 1681.71 feet to a point; thence S31°27'06"E a distance of 366.70 feet to a point; thence N49°30'10"E a distance of 528.70 feet to a point; thence S36°37'19"E a distance of 864.53 feet to a point; thence S12°15'25"W a distance of 1271.11 feet to a point; thence S31°27'23"E a distance of 1863.11 feet to a point on the town line between Dalton and Whitefield; thence N48°21'19"W a distance of 492.22 feet to a point, said point being the on the southerly line of the town of Dalton and the northwesterly corner of the town of Bethlehem; thence S60°38'13"W a distance of 791.76 feet to a ½" rebar found up 1 foot in the line of land now or formerly of Whipoorwill Glen and being the southeasterly corner of other lands of J. W. Chipping, Inc.; thence N45°34'37"W a distance of 518.30 feet to a point; thence N67°14'22"W a distance of 601.51 feet to a point on the westerly side of Douglas Drive, said point being a point in the line of other land now or formerly of J.W. Chipping, Inc.; thence northerly along a circular curve to the left, having a radius of 405.00 feet and an arc length of 41.04 feet to a point; thence continuing along the westerly side of Douglas Drive N 14°16'51"W a distance of 60.23 feet to a point; thence northerly along a circular curve to the left, having a radius of 860.00 feet, and an arc length of 312.65 feet to a point; thence N35°06'39"W a distance of 205.41 feet to a point; thence continuing northerly along Douglas Drive and a circular curve to the right, having a radius of 465.00 feet and an arc length of 247.12 feet to a point; thence N04°39'44"W a distance of 315.15 feet to a point; thence northerly along a circular curve to the right, having a radius of 825.00 feet, and an arc length of 64.51 feet to a point; thence N00°15'55"W a distance of 208.65 feet to a point; thence N68°42'04"W a distance of 371.55 feet to a point; thence N45°32'23"W a distance of 723.36 feet to a point the point of beginning; thence S49°05'23"W a distance of 1800.72 feet to a point, said point being in the line of lands of Crowe Family Investments, LLC. and the land herein being conveyed; thence N34°48'26"W a distance of 691.63 feet to a point; thence N55°20'14"E a distance of 1822.07 feet to a point; thence N34°46'50"W a distance of 2,639.66 feet to a point; thence N50°29'41"E a distance of 3514.05 feet to the point of beginning.

Containing 415.21 acres, more or less.

All of the above courses refer to the New Hampshire State Plane Coordinate System, Grid North, NAD 83.

The above-described Premises includes, as appurtenant thereto, the rights and easements of ingress and egress, in common with others, to and from a public street (including, without limitation, N.H. Route 116) over Douglas Drive located in the Town of Dalton Coos County, New Hampshire and in the Town of Bethlehem, Grafton County, New Hampshire.